

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

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

FILED \_\_\_\_\_  
DOCKETED \_\_\_\_\_  
DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

*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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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, ) Case No.: 2:09-cv-1348  
16 vs. )  
17 UNITED AUTOMOBILE INSURANCE CO, )  
18 DOES I through V, and ROE CORPORATIONS )  
19 I through V, inclusive )  
20 Defendants. )

21 PLAINTIFFS' MOTION FOR COSTS, ATTORNEY'S FEES AND  
22 PRE-JUDGMENT INTEREST

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

26 //  
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28 //

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

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DATED this 13<sup>th</sup> day of November, 2013.

CHRISTENSEN LAW OFFICES, LLC

By: \_\_\_\_\_

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Motions seeking attorney fees and costs are vital to assuring that litigants gain a full recovery and be made whole for the injuries and damages that they have suffered. This is particularly so where years of litigation result in a judgment little or no better than if the defendants had agreed to the initial demand of payment prior to the onset of legal proceedings. Nevada law recognizes this fact by awarding successful litigants not only their costs and pre-judgment interest, but by providing for the award of attorney's fees where recovery is below a certain threshold. After over six years of litigation, more than 4 in this Court alone, Plaintiffs have been awarded a judgment of the policy limits they sought in their initial offer in 2007. For these reasons, Plaintiffs now seek to recover their costs, attorney's fees and pre-judgment 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.**  
29 4. In a special proceeding, except a special proceeding conducted pursuant to NRS  
30 306.040.  
31 5. In an action which involves the title or boundaries of real estate, or the legality of any  
32 tax, impost, assessment, toll or municipal fine, including the costs accrued in the action  
33 if originally commenced in a Justice Court.

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

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

36 In addition to the cases where an allowance is authorized by specific statute, the court  
37 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
		<b>TOTAL \$</b>	<b>3,378.24</b>

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.

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

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

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

**3. The Nature of the Litigation**

38 The second *Brunzell* factor concerns the difficulty, intricacy, importance, time, skill  
39 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.4<sup>th</sup> 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

1 1303)]. The purpose of such adjustment is to fix a fee at the fair market value for the  
2 particular action. In effect, the court determines, retrospectively, whether the litigation  
3 involved included a contingent risk or required extraordinary legal skill justifying  
4 augmentation of the unadorned lodestar in order to approximate the fair market rate for  
5 such services. The ‘experienced trial judge is the best judge of the value of  
6 professional services rendered in his court, and while his judgment is of course subject  
7 to review, it will not be disturbed unless the appellate court is convinced that it is  
8 clearly wrong’” (Ibid.)

9 As we explained in Rader v. Thrasher, (1962) 57 Cal.2d 244, 253 [18 Cal.Rptr. 736,  
10 368 P.2d 360]: “a contingent fee contract, since it involves a gamble on the result, may  
11 properly provide for a larger compensation than would otherwise be reasonable.” The  
12 purpose of fee enhancement, or so-called multiplier, for contingent risk is to bring the  
13 financial incentives ... into line with incentives they have to undertake claims for which  
14 they are paid on a fee-for-service basis.

15 The economic rationale for fee enhancement in contingency cases has been explained  
16 as follows: “A contingent fee must be higher than a fee for the same legal services paid  
17 as they are performed. The contingent fee compensates the lawyer not only for the  
18 legal services he renders but for the loan of those services. The implicit interest rate on  
19 such a loan is higher because the risk of default (the loss of the case, which cancels the  
20 debt of the client to the lawyer) is much higher than that of conventional loans.”  
21 (Posner, Economic Analysis of Law (4<sup>th</sup> ed. 1992), pp. 534, 567.) “A lawyer who both  
22 bears the risk of not being paid and provided legal services is not receiving the fair  
23 market value of his work if he is paid only for the of these functions. If he is paid no  
24 more, competent counsel will be reluctant to accept fee award cases.” (Lubsdorf, The  
25 Contingency Factor in Attorney Fee Award (1981) Yale L.J. 473, 480; see also Rules  
26 of Professional Conduct, Rule 4-200(B)(9) [recognizing the contingent nature of  
27 attorney representation as an appropriate component in considering whether a fee is  
28 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.  
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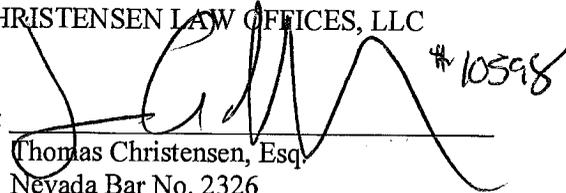
V. CONCLUSION

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 13<sup>th</sup> day of November, 2013.

CHRISTENSEN LAW OFFICES, LLC

By: \_\_\_\_\_

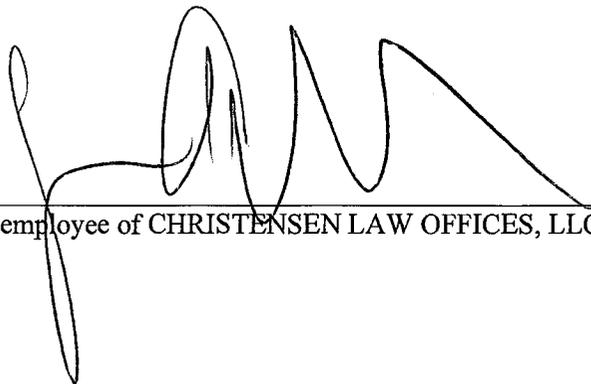
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Attorneys for Plaintiffs

**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.  
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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

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

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

**ORAL ARGUMENT REQUESTED**

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

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

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24  
25  
26 ///

1 DATED this 26<sup>th</sup> 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' deposition, attached as Exhibit 'A', hereto, p. 14, lines 1-15, p. 15, lines 12-15.* Thereafter, Nalder and her father commenced a personal injury action against Lewis.

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

25 \_\_\_\_\_  
26 <sup>1</sup> Attached as *Exhibit '5'* the deposition of Giselle Molina, which is attached hereto as *Exhibit 'B'*, is a copy of the receipt of payment, on July 10<sup>th</sup>, 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 30<sup>th</sup>, 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, 2010<sup>2</sup>. 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 \_\_\_\_\_  
 27 <sup>2</sup> 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 Nalder 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           **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 10<sup>th</sup>, 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 10<sup>th</sup>, 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

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 10<sup>th</sup>, 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 '1' to deposition of Giselle Molina, Exhibit 'B', hereto*<sup>3</sup>. 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 <sup>3</sup> 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 Lewis<sup>4</sup>. *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 <sup>4</sup> 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, 2007<sup>5</sup> – **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. <sup>6</sup> 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 <sup>5</sup> *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 <sup>6</sup> *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.*  
 7

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*<sup>7</sup>. 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.  
 17

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

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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

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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.<sup>8</sup>

10  
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

22 BY MR. SAMPSON:

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

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

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

<sup>8</sup> The Court can read on in the Davis deposition to notice Plaintiffs' Counsel continued attempt to 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?  
4 Of course. This is the way that I interpret it. I cannot tell you that, you know, my way is  
5 right or your way is right, but that's the way I read the document.

6 (See Cordova Deposition, attached as Exhibit '5' to Plaintiff's Motion for summary Judgment, p.  
7 105, Lines 5-25, p. 106, and p. 107, Lines 1-16.)

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

13 Finally, Plaintiffs' quote testimony of Lisa Watson, another former UAIC employee as  
14 further "support" for their arguments. However, the fact is it is quite clear from her testimony as  
15 a whole that Ms. Watson was scared *and simply was denying knowledge about anything to avoid  
16 being involved in this lawsuit.* This Court can review the transcript, but it is clear from the outset  
17 of Ms. Watson's deposition that she answered "she did not know" or that a subject was "outside  
18 the scope of her knowledge" *scores of times.* When viewed in this light, it is clear Appellant is,  
19 once again attempting to mischaracterize a witnesses' testimony as support for their theory that  
20 the renewal notice is ambiguous. Ms. Watson actually testified in her deposition to the plain  
21 meaning of the renewal (as put forth by UAIC) but, then, she stated she had *no knowledge*  
22 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  
27 were involved in?

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

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

3 A: Correct.

4 (See Watson deposition attached as Exhibit '6' to Plaintiff Motion for summary judgment, page  
5 50, Lines 1-24).

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

14 Accordingly, when a full review of the above-referenced witnesses' testimony is  
15 conducted, it is apparent none of them espoused the views argued by Plaintiff. In fact, Cordova  
16 and Davis specifically *disagreed with Plaintiffs' argument regarding the ambiguity*. As such,  
17 this Court should not countenance Plaintiffs' blatant attempt to 'cherry pick' and/or  
18 mischaracterize testimony.  
19

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

26 ///

27 ///

28

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## 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).<sup>9</sup>

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 30<sup>th</sup>, 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

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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 <sup>9</sup> 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*.

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)<sup>10</sup>. 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 (9<sup>th</sup> 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 30<sup>th</sup>, 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 30<sup>th</sup>, 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 10<sup>th</sup>, 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  
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1 timely payment and UAIC lost it) to claim that this court should imply a policy of insurance due  
2 to an alleged ambiguity in the renewal statement issued to Lewis. For purposes of this  
3 discussion, Defendant will focus only on the renewal important to the case at bar – for the July  
4 2007 policy. *See Renewal Statement at page 34 of Exhibit '1' of Plaintiff's Motion for summary*  
5 *judgment.* As such, prior to expiration of the June 2007 monthly policy, United Auto sent Lewis  
6 a 'Renewal Statement' that clearly provided he needed to remit premium for his July 2007 Policy  
7 by June 30, 2007. *See Declaration of Danice Davis and Exhibit 'B', thereto.* This Renewal  
8 statement is clear and unambiguous. It states quite prominently that Lewis premium was due "no  
9 later than 6/30/07." *See Declaration of Danice Davis and Exhibit 'B', thereto.* This Date was  
10 specifically surrounded by stars on the Renewal Notice. Plaintiff argues that because the  
11 paragraph in the body of the notice mentioned that Lewis needed to remit the premium before  
12 "expiration of the policy" and the expiration date for *the new policy* is located in the upper right  
13 hand corner – an insured might think he/she had until expiration of the subsequent policy term to  
14 remit premium *for* that term. This interpretation defies logic and reason as a straightforward  
15 review of the renewal reveals there is only one meaning for the due date for remittance of the  
16 new premium. Not only does the due date coincide with the *expiration of the current policy term*  
17 (there June 30, 2007) but, that same date is surrounded by stars on the top of the notice and  
18 listed, again, at the bottom left hand corner of the Renewal as "**Due Date.**"

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21  
22 Moreover, common sense would dictate the expiration date refers to expiration of the  
23 current policy of insurance and not the new subsequent policy. Car insurance is mandated by law  
24 and all drivers have purchased policies of insurance and paid renewal premiums. As such, unlike  
25 *interpretation of policy provisions* – where a layman may not be exposed to contract language or  
26 construction – understanding of a renewal notice *is a common experience.* As such, the Court

27 \_\_\_\_\_ (Cont.)  
28

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  
5 Moreover, this conclusion is supported by the history of dealings between Lewis and  
6 UAIC (set forth above) where Lewis’ new policy term was *never* issued prior to receipt of his  
7 new premium payment. Despite Plaintiff’s arguments to contrive a ‘prior course of dealing’  
8 where ‘Lewis could pay his premium late’, the record actually shows that 1) UAIC *never issued*  
9 a new term without receiving payment and, 2) Lewis was late and had lapses in coverage more  
10 often than he paid timely. These facts belies Plaintiff’s self-serving remarks that he “understood”  
11 the renewal notice to allow him to pay his renewal premium late. Rather, it is clear this argument  
12 was manufactured, *post hoc*, by Plaintiff. This is further supported by the fact that, even after the  
13 loss in question, and UAIC’s disclaimer of coverage, *Lewis continued to pay for new policy*  
14 *terms with UAIC*. If he had really “believed” he would be covered for the loss at bar after paying  
15 his premium late – common sense dictates a rational consumer would have, thereafter, sought  
16 coverage from one of the multitude of other insurers available to him. The fact that he did not  
17 seek coverage from another company reveals that Lewis must not have actually believed UAIC  
18 should have covered him herein.  
19

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

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

A. That's correct.

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

A. Yes.

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

A. That's correct.

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

A. Yes.

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

A. Of course I have, yeah.

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

A. That is correct.

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

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

BY MR. DOUGLAS:

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

A. Yes.

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

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

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

As one can see, when asked directly about the clear "due date" on the renewal – which 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 beliefs<sup>11</sup> 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 <sup>11</sup> 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).

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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 coverage. That due date is noted twice on the Renewal Statement. Lewis failed to remit same  
7 premium prior to July 10, 2007. As such, this Court can conclude no policy insurance existed for  
8 Lewis on July 8, 2007 and deny Plaintiff's Motion for summary judgment. At the very least  
9 Defendant argues that certainly a material issue of fact remains as to the ambiguity prohibiting  
10 summary judgment.

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

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

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

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

22 Indeed the California precedents all state merely that an insurer who failed to settle  
23 within an insured's policy limits, may later be responsible for the detriment caused by the  
24 insurer's breach of the covenant of good faith and fair dealing. See Comunale v Traders &  
25

26 \_\_\_\_\_ (Cont.)  
27 Court to it discussion of these claims in Defendants Counter-Motion for summary judgment on these very  
28

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*<sup>13</sup> 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 <sup>13</sup> 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.

11  
 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 (9<sup>th</sup> Cir. 2001), as the Court in Allstate v Miller, stated:

21  
 22  
 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.

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

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

23 Additionally, Defendant notes that Lewis cannot, in good faith, complain he did not know  
24 of settlement offers. As he admits in his answers to interrogatories<sup>14</sup>, he was in communication  
25 with Counsel for Plaintiff within days after the loss. As such, Counsel for Plaintiff would  
26 certainly have told him he offered settlement for policy and that he planned to seek a multi-

27  
28 <sup>14</sup> See Exhibit ‘3’ to Plaintiffs’ Motion for summary judgment

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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 '1' to deposition of Giselle Molina, Exhibit 'B', hereto<sup>15</sup>.* 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 time<sup>16</sup> and, after investigating  
23 coverage, UAIC denied coverage for the loss based upon a reasonable basis that there was no  
24

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

27 <sup>16</sup> 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 tits 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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1 insured was president of as an additional insured and, as such, there was no possibility for  
2 potential coverage for that company and, therefore, no duty to defend. Defendant believes the  
3 situation in that case, where an insured was clearly not listed on the policy, is more similar to the  
4 case at bar where no policy was in existence. Clearly, an insurer who looks at a policy's  
5 declarations and determines and insured is not listed must be comparable to a situation where the  
6 insurer finds no policy to even be in effect for the loss. In this way, like the insurer in Turk, it  
7 was reasonable for UAIC to believe there was no *potential for coverage*.  
8

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

22 Similarly, the Ninth Circuit has recognized the "genuine dispute" doctrine. This doctrine  
23 stems from the recognition that insurance companies have to investigate claims and should be  
24 allowed to do so without fear of accusations of bad faith. Courts hold that the implied duty to  
25 investigate claims allows the insurer to give its own interests consideration equal to that it gives  
26 its insureds. The "genuine dispute" doctrine protects insurers from bad faith claims where the  
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1 insurer can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001  
2 U.S. Dist. LEXIS 9614 (2001). The existence of a genuine dispute as to Defendant's legal  
3 liability to pay benefits precludes, as a matter of law, extra-contractual recovery against the  
4 insurer for breach of the implied covenant of good faith and fair dealing. Opsal v. United  
5 Services Auto Association, 10 Cal. Rptr. 2d 353 (1991). The key to a bad faith claim is whether  
6 or not the insurer's denial of coverage was reasonable. Under the "genuine dispute" doctrine a  
7 bad faith claim can be dismissed on summary judgment if the defendant can show that there was  
8 a genuine dispute as to coverage. See Guebara v. Allstate Insurance Company, 237 F.3d 987, 992  
9 (9<sup>th</sup> Cir. 2001) (citations omitted). As discussed in more detail in section '1' above, the Nevada  
10 Supreme Court has recognized the 'genuine dispute' doctrine in its holding in Allstate v Miller,  
11 125 Nev. 300, 212 P.3d 318 (NV. 2009).

12  
13 Nevada law states that a potential for coverage only exists when there is arguable or  
14 possible coverage. United Insurance Co. v. Frontier Insurance Company, Inc., 120 Nev. 678  
15 (2004). In United Insurance Co. v. Frontier Insurance Co., the Nevada Supreme court found that  
16 the insurer was not liable for breach of the duty to defend when it failed to defend a loss that did  
17 not occur within the policy term. Also, two cases from the Ninth Circuit Court of Appeals are  
18 instructive here and, although based on California law, one has been cited and, relied upon by the  
19 Nevada Supreme Court in the Allstate v Miller, 125 Nev. 300, 212 P.3d 318 (NV. 2009),  
20 holding, cited above. In Lunsford v. American Guarantee Liab. Ins. Co., 18 F.3d 653 (9<sup>th</sup> Cir.  
21 1994), the Court held that an insurer who investigated coverage and based its decision not to  
22 defend on reasonable construction of policy was not liable for bad faith breach of the duty to  
23 defend *even after* the Court resolved the ambiguity in the contract in favor of the insured.  
24 Similarly, in a prior case, Franceschi v Amer. Motor. Ins. Co., 852 F.2d 1217 (9<sup>th</sup> Cir. 1988) the  
25 Court again resolved an ambiguity in favor of insured, but held the insurer's position had been  
26 reasonable and granted summary judgment as to bad faith claims.  
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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  
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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.*

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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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  
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18 Finally, the Pershing Park Villas decision is also distinguishable from the case at bar. In  
19 that case, decided on California law, the insurer had withdrew its defense shortly before trial,  
20 disclaiming coverage, however there was never any question as to whether there was a policy *in*  
21 *force*. Thereafter, the policy was found to provide coverage and, while the court found the  
22 insurer responsible for its breach of the duty to defend, it did so based in part on evidence  
23 presented that the insurer revealed documents *showing it knew there was a potential for*  
24 *coverage*. Obviously, then, this case is completely distinguishable from the present case as  
25 Defendant has maintained there was never a policy even in force covering the loss (i.e. not just a  
26 question as to coverage) and, more importantly, there has never been a showing that UAIC had  
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28

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 26<sup>th</sup> day of March 2013.

22 ATKIN WINNER & SHERROD

23  
24 /s/Matthew J. Douglas  
25 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 26<sup>th</sup> 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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5 *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.

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 REOUESTED**

16  
17  
18 Defendant UNITED AUTOMOBILE INSURANCE COMPANY brings this Counter-  
19 Motion for Summary Judgment on all Extra-contractual Claims or Remedies, or, in the  
20 alternative, Motion for Bifurcation of Certain Claims; finally, Motion for Leave to Amend.  
21

22 DATED this 26<sup>th</sup> day of March, 2013.

23 ATKIN WINNER & SHERROD

24  
25 /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 coverage<sup>1</sup>. *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 claims<sup>2</sup>. *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

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<sup>1</sup> 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 9<sup>th</sup> Circuit Court of Appeals, affirmed. As such, these alternative bases for coverage have been denied.

<sup>2</sup> 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  
18 **II.**

19 **STATEMENT OF FACTS**

20 Defendant UNITED AUTOMOBILE INSURANCE COMPANY (hereinafter referred to  
21 as "UAIC") will not re-state all pertinent facts as the essential facts for are set forth in its original  
22 Motion for Summary Judgment (*Document No.17, herein*), its Reply in support of the original  
23 Summary Judgment Motion (*Document No.21*) and its current Opposition to Plaintiff's Motion  
24 for Summary Judgment (*Document No. 89*). Moreover, most of the facts are basically  
25 undisputed. Accordingly, rather than re-submit facts and, exhibits, Defendant submits its  
26 statement of facts and Exhibits, from its original Motion for Summary Judgment, Reply thereto,  
27  
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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. <sup>3</sup> 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 30<sup>th</sup>, 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 <sup>3</sup> 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 10<sup>th</sup>, 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, 2010<sup>4</sup>. *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 <sup>4</sup> 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 10<sup>th</sup>, 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 10<sup>th</sup>, 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 10<sup>th</sup>, 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

1 *judgment*<sup>5</sup>. 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 <sup>5</sup> 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 ///

28

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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 (9<sup>th</sup> 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 30<sup>th</sup>, 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

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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. 9<sup>th</sup> 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

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.*

9  
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.*

20  
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 marguee 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. 9<sup>th</sup> 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  
 25  
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 28

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1 Underwriting Department. *See Deposition of Eric Cook attached as Exhibit 'F' to Defendant's*  
 2 *Opposition to the Motion for summary judgment, p. 36, Lines 17-23, p. 53, lines 4- 10, and copy*  
 3 *of Underwriting notes confirming call with Lewis, attached as Exhibit '1' to deposition of Giselle*  
 4 *Molina, Exhibit 'B' to Opposition to the Motion for summary judgment*<sup>6</sup>. Thereafter, when  
 5 Counsel for the Nalders' made a formal claim upon UAIC, the Company double-checked  
 6 coverage with underwriting and, contacted the insurance agency, U.S. Auto, who confirmed  
 7 Lewis had not paid his premium until July 10, 2007 and provided a copy of the receipt.  
 8 Additionally, UAIC attempted to contact Lewis, but was unsuccessful. *See copy of deposition*  
 9 *testimony of Jan Cook, attached as Exhibit 'G' Opposition to the Motion for summary judgment,*  
 10 *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,*  
 11 *lines 14-20; See Copy of Deposition testimony of Giselle Molina, attached as Exhibit 'B'*  
 12 *Opposition to the Motion for summary judgment, p. 30, lines 4-5, and see copy of UAIC's claims*  
 13 *notes, attached as Exhibit '4' to the deposition of Giselle Molina, Exhibit 'B' to the Opposition*  
 14 *to the Motion for summary judgment. As discussed above, UAIC was never informed of*  
 15 *Plaintiff's claim of an 'ambiguity' in the renewal notice until well into discovery of this case - in*  
 16 **about March 2010.** In fact, at hearing on the original Motion for summary Judgment, the  
 17 District Judge agreed with Defendant and granted Summary judgment as to coverage. *See*  
 18 *Document No. 42.* Moreover, at that same hearing on the summary judgment, Counsel for  
 19 Plaintiff **admitted that the Defendant's position regarding the renewal statements was a**  
 20 **reasonable one.** *Attach See Exhibit 'J' to Defendant's Opposition to the Motion for summary*  
 21 *judgment, p. 35, lines 20-24.* As such, while the Appellate Court did overturn the summary  
 22 judgment – it is clear that at least one Federal District Court Judge and, Plaintiff's Counsel,  
 23  
 24  
 25  
 26

27 <sup>6</sup> This same note was used at Eric Cook's deposition, but Plaintiff never supplied the Exhibit to  
 28 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 10<sup>th</sup>, 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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1 Here, Defendant was never informed of the claimed ‘ambiguity’ until about March 2010 -  
2 *well after this Complaint was filed.* Accordingly, at the time coverage was denied and the  
3 underlying suit was filed Defendant could not have known such a claim was being made.  
4 Therefore, absent hindsight, Defendant had no reason to know there was any argument for  
5 coverage such as to justify Plaintiffs’ claim that Defendant should have further investigated a  
6 claim and, defended a case, *for which no policy was in force.*

8 As referenced by the Nevada Supreme Court in Allstate v Miller, 125 Nev. 300, 212 P.3d  
9 318 (NV. 2009), **when there is a genuine dispute regarding an insurer's legal obligations,**  
10 **the district court can determine if the insurer's actions were reasonable...** and the Court  
11 **“evaluates the insurer's actions at the time it made the decision.”** *citing Cal Farm Ins. Co.*, 31  
12 Cal. Rptr. 3d at 629  
13 evidence suggest UAIC’s actions were reasonable and this Court can so find. Moreover, even  
14 today, it seems clear that UAIC’s coverage decision was based on a reasonable position – as  
15 admitted by Plaintiffs’ Counsel at an earlier hearing and, agreed with by the former Judge  
16 hearing this matter.

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

21 As this Court can see, the main issue in this case is not merely coverage - for Mr. Lewis’  
22 \$15,000 liability limits - but Plaintiffs’ causes of action for breach of the covenant of good faith  
23 and fair dealing, insurance bad faith, violations of Nevada Fair Claims Practices Act – from  
24 which they hope to receive a windfall and collect on a default judgment of \$3.5 million plus  
25 additional fees and costs. The Nevada Supreme Court and the Ninth Circuit Court of Appeals  
26 have provided guidelines as to when “bad faith actions” become ripe and, whether they can be  
27 dismissed as a matter of law when the insurers actions are reasonable. Because of the holdings  
28

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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1 liability to pay benefits precludes, as a matter of law, extra-contractual recovery against the  
 2 insurer for breach of the implied covenant of good faith and fair dealing. Opsal v. United  
 3 Services Auto Association, 10 Cal. Rptr. 2d 353 (1991). The key to a bad faith claim is whether  
 4 or not the insurer's denial of coverage was reasonable. Under the "genuine dispute" doctrine a  
 5 bad faith claim can be dismissed on summary judgment if the defendant can show that there was  
 6 a genuine dispute as to coverage. See Guebara v. Allstate Insurance Company, 237 F.3d 987, 992  
 7 (9<sup>th</sup> Cir. 2001) (citations omitted).

8  
 9 Moreover, the Nevada Supreme Court *has followed the genuine dispute doctrine* as set  
 10 forth in Allstate Ins. Co. v Miller, 125 Nev. 300, 212 P.3d 318 (NV. 2009) where the Court,  
 11 stated:

12  
 13 **"When there is a genuine dispute regarding an insurer's legal obligations, the**  
 14 **district court can determine if the insurer's actions were reasonable.** See Lunsford v.  
 15 American Guarantee & Liability Ins. Co., 18 F.3d 653, 656 (9th Cir. 1994) (interpreting  
 16 California law); CalFarm Ins. Co. v. Krusiewicz, 131 Cal. App. 4th 273, 31 Cal. Rptr. 3d  
 17 619, 629 (Ct. App. 2005) (holding that if an insurer's reasonableness depends on legal  
 18 precedent, then the issue is reviewed de novo). This court reviews de novo the district  
 19 court's decision in such cases **and evaluates the insurer's actions at the time it made**  
 20 **the decision.** Cal Farm Ins. Co., 31 Cal. Rptr. 3d at 629.

21 In Homeowners Ass'n v. Associated Internat. Ins. Co., 90 Cal. App. 4th 335, 108 Cal.  
 22 Rptr. 2d 776, 783 (Ct. App. 2001), the California Court of Appeals held that a bad-faith  
 23 claim requires a showing that the insurer acted in deliberate refusal to discharge its  
 24 contractual duties. **Thus, if the insurer's actions resulted from "'an honest mistake,**  
 25 **bad judgment or negligence," then the insurer is not liable under a bad-faith**  
 26 **theory.** *Id.* (quoting Careau & Co. v. Security Pacific Business Credit, Inc., 222 Cal.  
 27 App. 3d 1371, 272 Cal. Rptr. 387 (Ct. App. 1990)) Pemberton v. Farmers Ins.  
 28 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).

29 Id. at 317, 329. (emphasis added)

30 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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1 conduct.” Guarantee National Insurance Company v. Potter, 112 Nev. 199, 206, 912 P.2d 267,  
 2 272 (1996). In American Excess Insurance Company v. MGM, 102 Nev. 601, 729 P.2d 1352  
 3 (1986), the Nevada Supreme Court held that an insurer cannot be found liable for bad faith, as a  
 4 matter of law, if it had a reasonable basis to contest coverage. The Court in American Excess,  
 5 supra, defined bad faith as “an actual or implied awareness of the absence of a reasonable basis  
 6 for denying benefits of the policy.” Id. at 605. The Court stated that “because we conclude that  
 7 AEI’s interpretation of the contract was reasonable, there was no basis for concluding that AEI  
 8 acted in bad faith.” Id. In applying Nevada law, the United States District Court in Pioneer  
 9 Chlor Alcholi Company, Inc. v. National Union Fire Insurance Company, 863 F. Supp. 1237 (D.  
 10 Nev. 1994) also stated that where a legitimate contractual dispute exists, the insurer “is entitled  
 11 to its day in court on such an issue without facing a claim for bad faith simply because it  
 12 disagrees with [the insured].” Id. at 1250.

13  
 14  
 15 Accordingly, from the Allstate holding and, other decisions cited herein, it is clear that  
 16 the key to a bad faith claim is **whether or not the insurer’s decision regarding coverage is**  
 17 **reasonable** and, that when the insurer’s actions are reasonable, the Court can decide so as a  
 18 matter of law and dismiss extra-contractual claims. Here, Plaintiffs claims that they are entitled  
 19 to \$3.5 million dollar default judgment, far in excess of Mr. Lewis’ \$15,000 policy limits,  
 20 apparently because of Defendant’s ‘bad faith’ for their failure to defend under Lewis’ policy.  
 21 However it seems clear from the discussion above, regarding Defendant’s actions on the policy -  
 22 which was not in force at the time by plaintiff’s admission **no payment was made between**  
 23 **June 12, 2007 and July 10, 2007** - that Plaintiffs’ must admit a *genuine dispute* exists as to  
 24 coverage for the loss. In fact, Plaintiffs’ Counsel admitted just this fact at hearing on the initial  
 25 Motion for summary judgment when he admitted Defendant’s reading of the renewal was  
 26 reasonable. *See Exhibit ‘J’ to Defendant’s Counter-Motion for summary judgment, p. 35, lines*  
 27 *20-24.* Indeed a Federal District Court Judge has also already found UAIC’s interpretation of the  
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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  
28

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

19  
 20  
 21  
 22 **D. In the alternative, Defendant asks that this Court find Plaintiffs claims under**  
 23 **N.R.S. 686A.310 be dismissed as same are not available under an implied or,**  
 24 **constructive, insurance contract.**

25 As has been stated above, it is clear that Plaintiffs' only remaining argument for  
 26 coverage lies with the theory that the renewal statement to Lewis (for the July 2007 policy term)  
 27 was ambiguous and, Plaintiff has conceded that Lewis failed to remit his premium before June  
 28 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.’  
 7

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:

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

18 Id. at 9-10.

19 It should be apparent the soundness of the Court’s rationale in Nevada Assoc. Sers.  
 20 Because the statute only applies, by its own terms, to an *insurance policy*. Here as is undisputed  
 21 there was no insurance policy in effect on the date of loss, N.R.S. 686A.310 should not be  
 22 applied retroactively where no written contract was in place. Moreover, Defendant argues it  
 23 would be inherently unfair for a Court to imply a contract where one existed, only then to apply,  
 24 retroactively, duties from a statute to the parties of this new, implied contract. It is undisputed  
 25 that, while UAIC handled the claim and, denied coverage, it operated under the reasonable  
 26 assumption there was no policy in place. Accordingly, if their belief was reasonable, it would not  
 27 be just nor, meet the requirements of the statute (assuming the Court now implies an insurance  
 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 **E. In the alternative, This Court should bifurcate Plaintiffs extra-contractual**  
9 **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 (9<sup>th</sup> 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

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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'<sup>8</sup>,  
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 <sup>8</sup> Lewis has testified in interrogatory responses and deposition that he and James Nalder are  
28 friends.

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

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

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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 26<sup>th</sup> day of March, 2013.

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CERTIFICATE OF ELECTRONIC SERVICE

I DO HEREBY CERTIFY that I am an employee of ATKIN WINNER & SHERROD and on the 26<sup>th</sup> 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"

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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

\* \* \* \* \*

JAMES NALDER, Guardian Ad	)	
Litem for minor Cheyanne	)	
Nalder, real party in	)	Case No.:
interest, and GARY LEWIS,	)	2:09-cv-1348
individually,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
UNITED AUTOMOBILE INSURANCE	)	
COMPANY; DOES I through V;	)	
and ROE CORPORATIONS I	)	
through V, inclusive,	)	
	)	
Defendants.	)	
-----	)	

**VIDEOTAPED DEPOSITION OF GARY LEWIS**

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

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

Reported by: CAMEO KAYSER, RPR, CCR No. 569

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APPEARANCES:

For the Plaintiffs:

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

For the Defendant:

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

Also Present:

Dawn Beck  
Beck Video Productions

I N D E X

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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 / / /

CAMEO KAYSER & ASSOCIATES (702) 655-5092



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.

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

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.

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

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?

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

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

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.

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.

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?

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?

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

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

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?

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

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.

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.

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?

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

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.

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.

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?

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

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?

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

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

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.

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?

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.

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

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.

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.

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.

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.

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

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

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 --

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?

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.

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

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.

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.)

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

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.

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.

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 --

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

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

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.

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

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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CAMEO KAYSER & ASSOCIATES (702) 655-5092

**CERTIFICATE OF DEPONENT**

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**DECLARATION OF DEPONENT**

I, GARY LEWIS, deponent herein, do hereby certify and declare the within and foregoing transcription to be my deposition in said action; that I have read, corrected, and do hereby affix my signature to said deposition this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

-----

GARY LEWIS

**REPORTER'S DECLARATION**

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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

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

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U.S. COURT OF APPEALS

MAY 23 2014

FILED \_\_\_\_\_  
DOCKETED \_\_\_\_\_  
DATE INITIAL

**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 II OF IV – Pages 232 to 517**

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*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,*

**RECEIVED**  
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U.S. COURT OF APPEALS

MAY 23 2014

v.

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DATE INITIAL

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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**Exhibit "B"**

**Giselle Molina - August 30, 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 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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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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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

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
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**Giselle Molina - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

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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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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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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?

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**Nalder vs. United Automobile Insurance Company**

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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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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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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**

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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

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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

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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><b>A</b></p> <p>ability 67:13                  able 22:7 40:16 62:25                  accept 7:1                  accident 23:23 26:18 45:3                  accidents 28:12                  accurate 59:24 67:11                  ACJA 2:5,7                  actions 34:11                  Ad 1:4                  additional 12:20 27:2                  address 13:18,21                  adjust 19:19                  adjuster 6:21,22 7:4,8 7:10,14 8:15 13:7 13:11 14:15,16 15:22 17:25 18:5,6 18:9 22:18 24:7 28:4 36:13 37:13 41:11 42:18,21 53:3 61:14                  adjusters 7:19 16:8                  adjusting 23:24                  Administration 2:5                  admissions 3:14 60:13,16                  adversarial 19:1                  advised 18:21,25 19:3 19:14,18,21 20:22 21:3                  advising 26:5 29:19 30:5 49:20 51:12                  affect 27:19                  afternoon 6:16                  Agency 56:11,19                  ago 8:12 51:24 54:13 54:19,20 58:5      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                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/> <p style="text-align: center;"><b>4</b></p> <hr/>                 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/> <p style="text-align: center;"><b>5</b></p> <hr/>                 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/> <p style="text-align: center;"><b>6</b></p> <hr/>                 6/30/07 64:10  <hr/> <p style="text-align: center;"><b>7</b></p> <hr/>                 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/> <p style="text-align: center;"><b>8</b></p> <hr/>                 85016 1:24                  85250 13:20                  8800 4:3                  89102 4:15                  89107 4:10  <hr/> <p style="text-align: center;"><b>9</b></p> <hr/>                 9/26/2007 57:11                  9/26/2008 57:11</p>
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7/26/10  
12:07:30

United Automobile Underwriters Inc.  
Comments

GSMOLI  
DIARYR

Diary Number.....: NYA Q21926

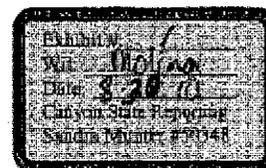
Date Entered	Time Entered	User ID	Comments
7/13/07	14:07	ECOOK	07/13/2007 ECOOK RCVD CALLED FROM INSD HE
7/13/07	14:07	ECOOK	STATES THAT HE HAD RAN OVER HIS BROTHER'S
7/13/07	14:07	ECOOK	LITTLE DAUGHTER ON 7/08/2007. INSD STATES
7/13/07	14:07	ECOOK	THAT HER DAUGHTER IS ARIGHT. I LOOK UP
7/13/07	14:07	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





1 **REQT**  
 2 THOMAS CHRISTENSEN, ESQ.  
 Nevada Bar No. 2326  
 3 DAVID F. SAMPSON, ESQ.  
 Nevada Bar No. 6811  
 4 CHRISTENSEN LAW OFFICES, LLC  
 1000 S. Valley View Blvd.  
 5 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 )  
 10 Cheyanne Nalder, real party in interest, and )  
 GARY LEWIS, Individually, )  
 11 )  
 12 Plaintiffs, ) Case No.: 2:09-cv-1348 ECR-GWF  
 13 vs. )  
 14 UNITED AUTOMOBILE INSURANCE CO., )  
 15 DOES I through V, and ROE CORPORATIONS )  
 I through V, inclusive )  
 16 )  
 17 Defendants. )

18  
 19 **PLAINTIFF JAMES NALDER'S FIRST SET OF REQUESTS FOR ADMISSIONS TO**  
 20 **DEFENDANT UNITED AUTOMOBILE INSURANCE CO.**

21 TO: UNITED AUTOMOBILE INSURANCE CO., Defendant; and  
 22 TO: MATTHEW DOUGLAS, ESQ., attorney for Defendant.

23 Pursuant to FRCP 36, Plaintiff, JAMES NALDER, hereby requests that the Defendant,  
 24 UNITED AUTOMOBILE INSURANCE CO., admit the truth of the following facts within thirty  
 25 (30) days after service of this Request for Admissions, for the purpose of this action only, and  
 26 subject to all pertinent objections to admissibility which may be interposed at the trial.  
 27  
 28

Exhibit # 2  
 Wn. Molina  
 Date 2-20-10  
 Canyon State Reporting  
 Sandra Munter #50348



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 5<sup>th</sup> 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  
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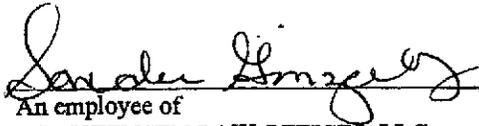


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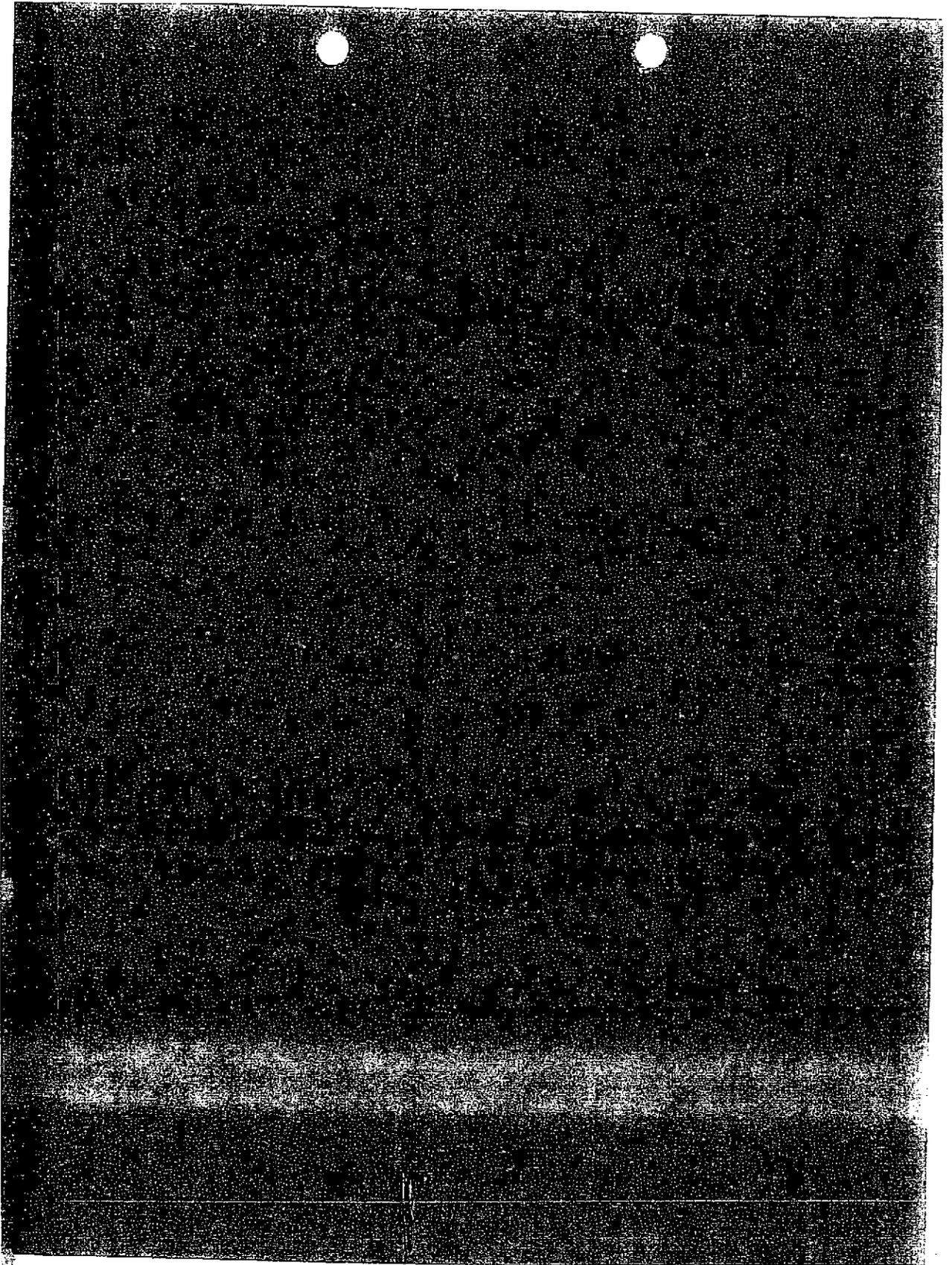
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 8<sup>th</sup> 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

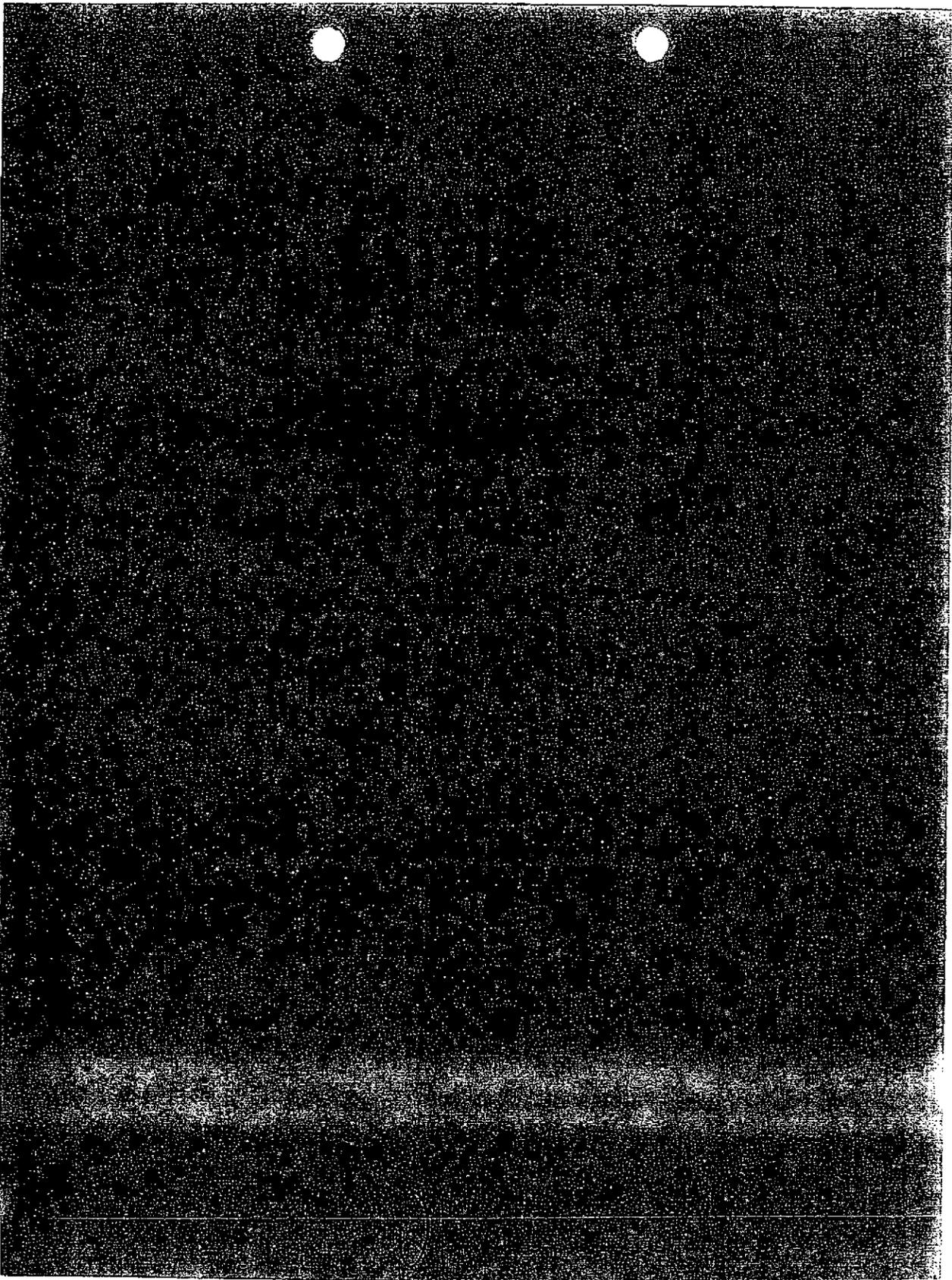






**EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15047, LAS VEGAS, NV 89114-5047 (866) 209-4163 Fax (866) 209-9451</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>Policy Number:</b></td> <td><b>Effective Date:</b></td> <td><b>Expiration Date:</b></td> </tr> <tr> <td>NVA - 21926</td> <td>03/29/2007 TO</td> <td>04/29/2007</td> </tr> <tr> <td><b>Year/Make/Model:</b></td> <td colspan="2"><b>VIN</b></td> </tr> <tr> <td>1994 FORD RANGER</td> <td colspan="2">1FTCR10LXRP26207</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	NVA - 21926	03/29/2007 TO	04/29/2007	<b>Year/Make/Model:</b>	<b>VIN</b>		1994 FORD RANGER	1FTCR10LXRP26207		 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15047, LAS VEGAS, NV 89114-5047 (866) 209-4163 Fax (866) 209-9451</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>Policy Number:</b></td> <td><b>Effective Date:</b></td> <td><b>Expiration Date:</b></td> </tr> <tr> <td>NVA - 21926</td> <td>03/29/2007 TO</td> <td>04/29/2007</td> </tr> <tr> <td><b>Year/Make/Model:</b></td> <td colspan="2"><b>VIN</b></td> </tr> <tr> <td>1994 FORD RANGER</td> <td colspan="2">1FTCR10LXRP26207</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	NVA - 21926	03/29/2007 TO	04/29/2007	<b>Year/Make/Model:</b>	<b>VIN</b>		1994 FORD RANGER	1FTCR10LXRP26207	
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<b>Year/Make/Model:</b>	<b>VIN</b>																								
1994 FORD RANGER	1FTCR10LXRP26207																								
<p><b>The drivers listed below are on this policy:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Driver Name</th> <th style="text-align: left;">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><b>The drivers listed below are on this policy:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Driver Name</th> <th style="text-align: left;">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																								
<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><b>In the event of an accident or loss:</b></p> <ul style="list-style-type: none"> <li>✓ Help any injured.</li> <li>✓ Get names, addresses, auto license plate numbers of persons involved, including all witnesses.</li> <li>✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.</li> <li>✓ Protect your auto and any property from further damage.</li> <li>✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.</li> <li>✓ Notify your claims service center toll free at (866)-209-9417.</li> </ul> <p><b>COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185</b></p>	<p><b>In the event of an accident or loss:</b></p> <ul style="list-style-type: none"> <li>✓ Help any injured.</li> <li>✓ Get names, addresses, auto license plate numbers of persons involved, including all witnesses.</li> <li>✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.</li> <li>✓ Protect your auto and any property from further damage.</li> <li>✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.</li> <li>✓ Notify your claims service center toll free at (866)-209-9417.</li> </ul> <p><b>COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185</b></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

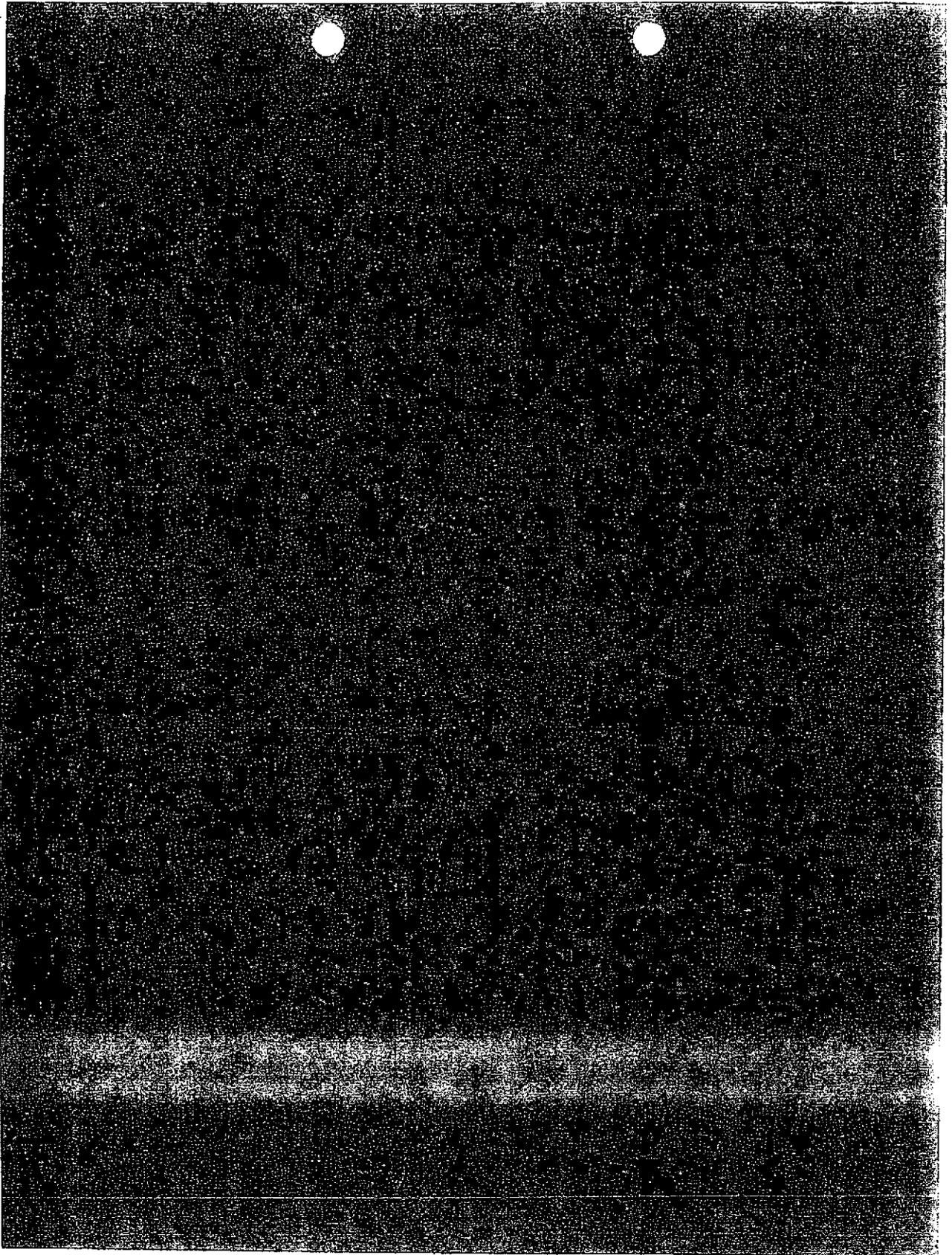
- Pay my policy in full. Enclosed is my payment of \$ 134.00
- Pay in installments. Enclosed is my down payment of \$ 134.00 and the remaining balance in 1 payments of \$ .00 (Includes installment fee)

Company	14	UNITED AUTOMOBILE INSURANCE-NV
Policy Number	NVA -000021926	GARY S LEWIS
Agent Number	850-85 -850006	US AUTO INS AGENCY, INC.
Due Date	05/06/07	*** RENEWAL STATEMENT ***
Invoice Date	04/26/07	
Invoice Number	3719592	
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

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

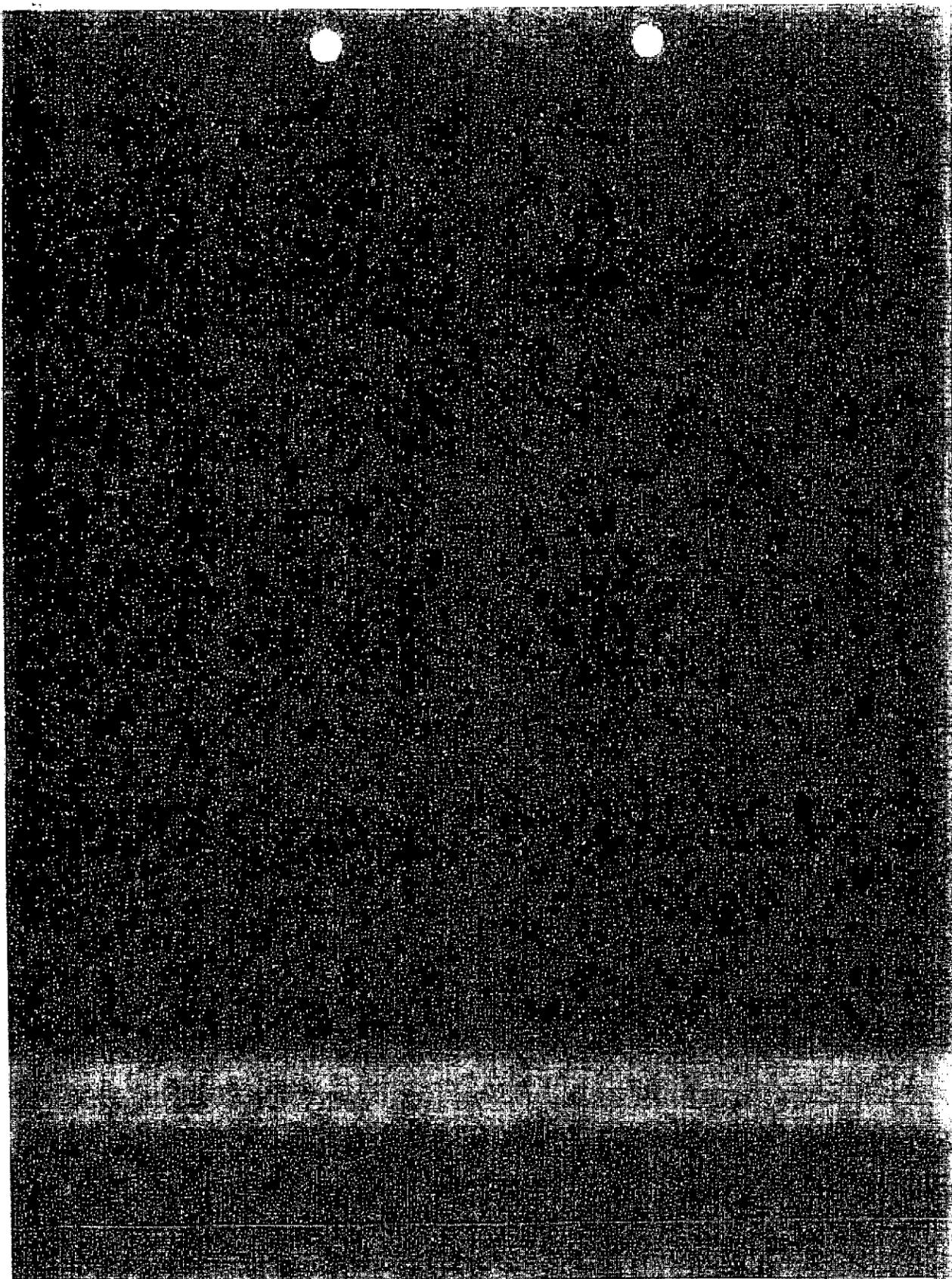
Check # \_\_\_\_\_ \$ 0.00

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

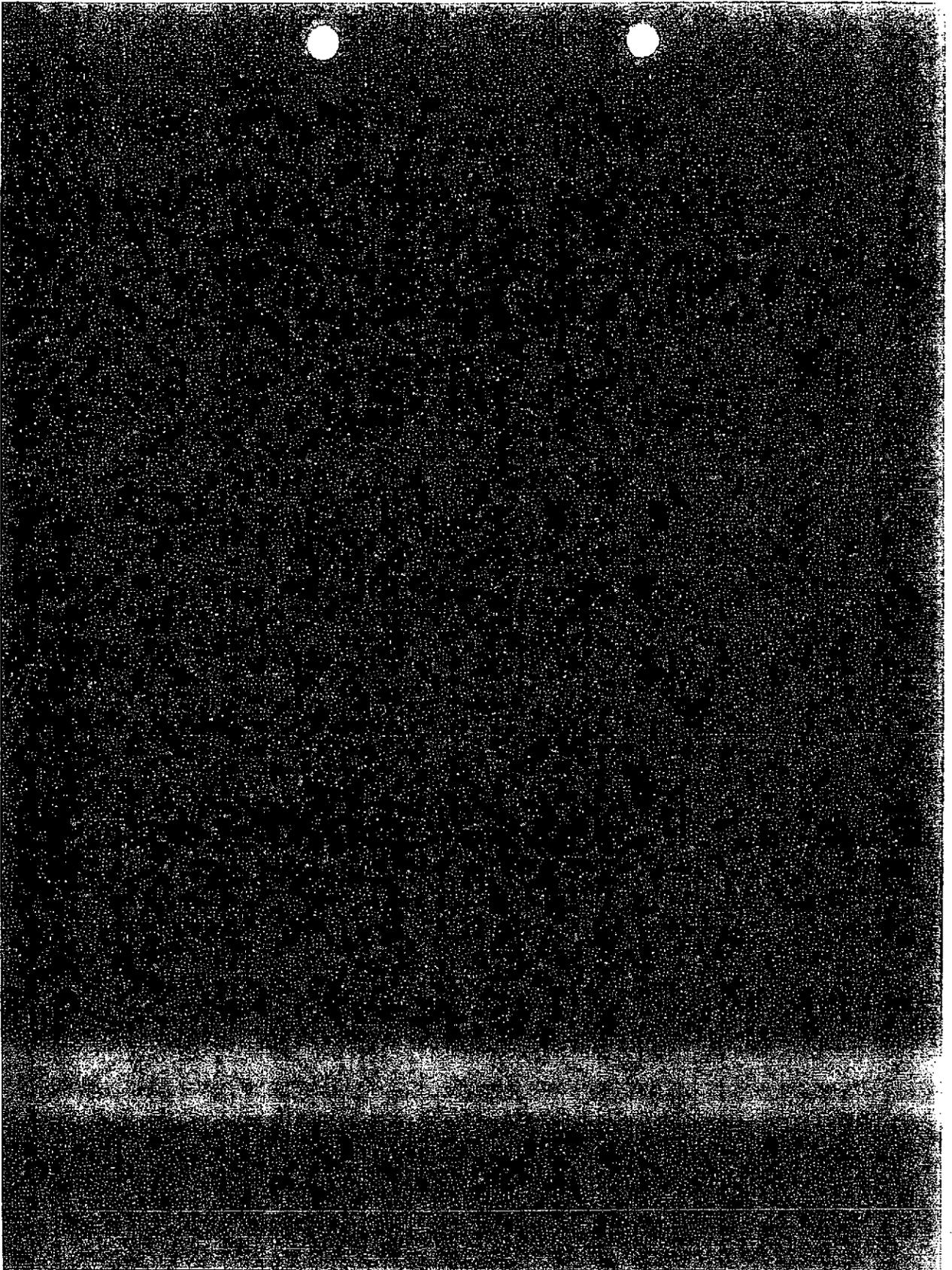
UNITED AUTOMOBILE INSURANCE-NV  
GARY S LEWIS  
US AUTO INS AGENCY, INC.  
\*\*\* RENEWAL STATEMENT \*\*\*

Payor \_\_\_\_\_ CK# \_\_\_\_\_ Amt \_\_\_\_\_

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY  
FILE COPY

4



**United Automobile Insurance Company**

F.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

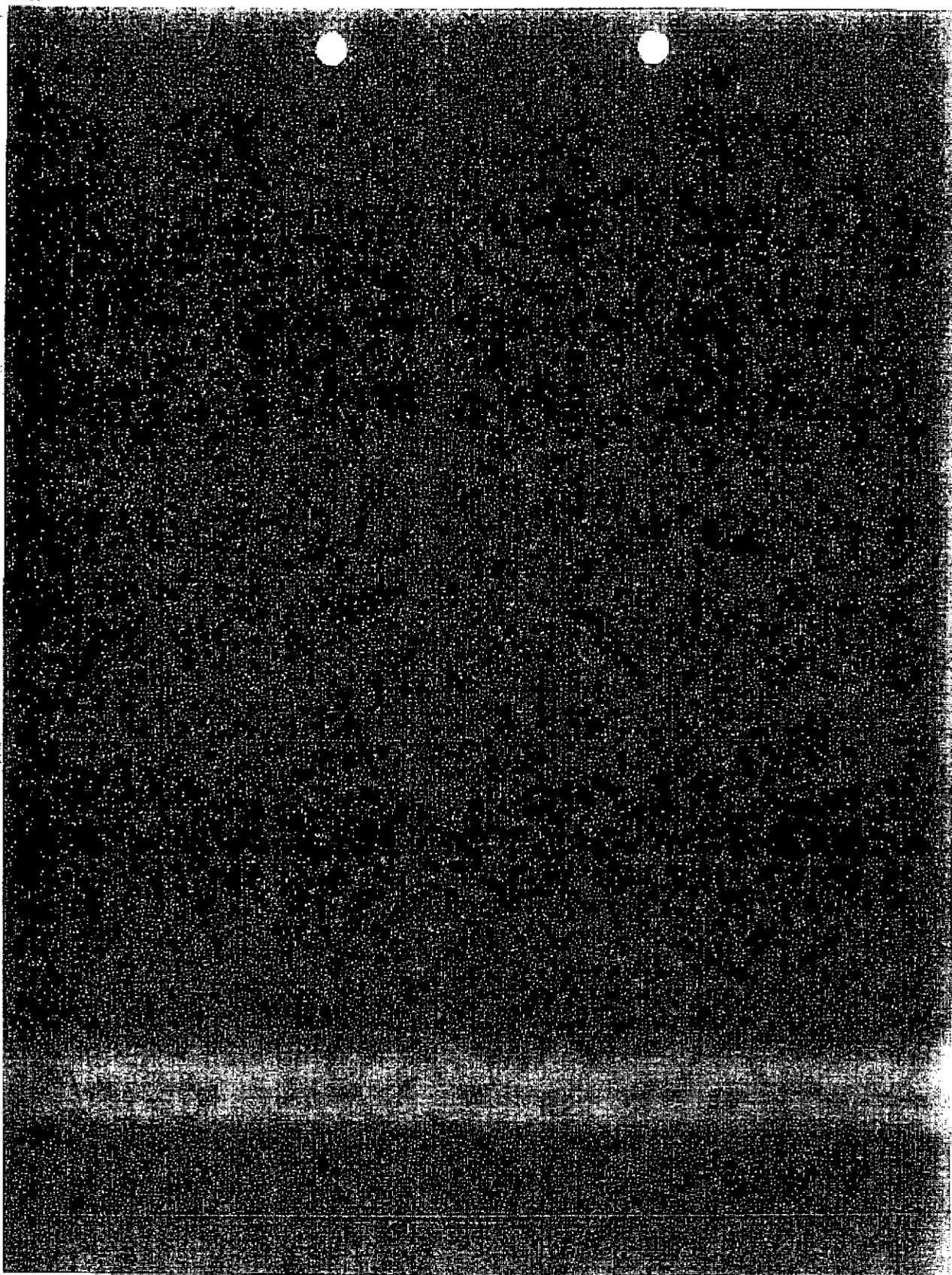
Total Payment Received \$ 134.00

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5



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

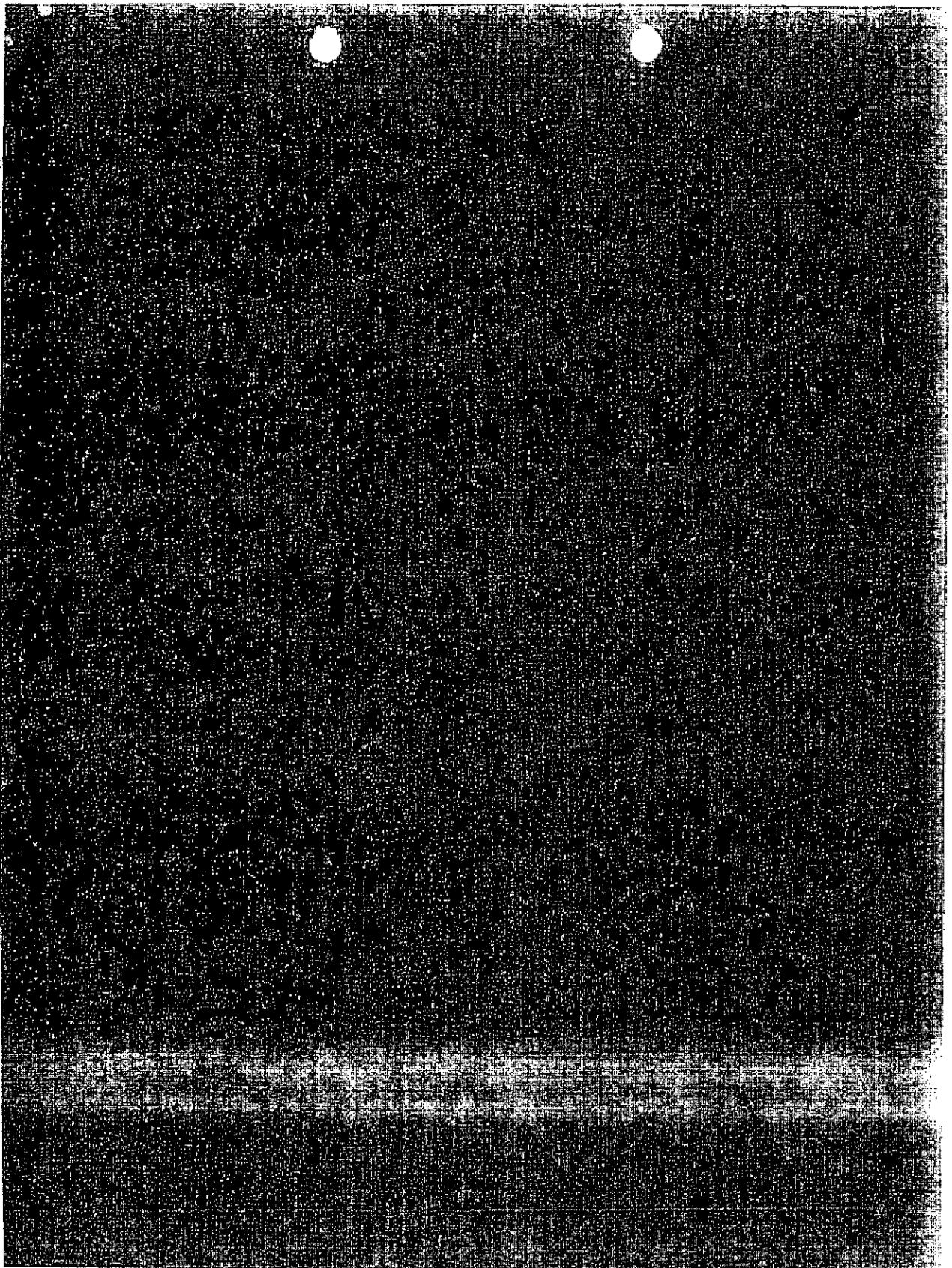
\_\_\_ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14 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

6



**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. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7

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 #: 850-85-850005  
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	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:

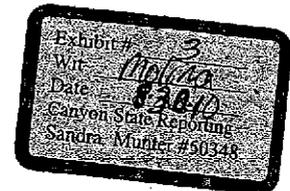
COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1 PREMIUM DED.
Bodily Injury	15000/person	42.00
	30000/accdnt	
Property Damage	10000/accdnt	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**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b> United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax: (866) 209-9431</small></p> <p><b>INSURED:</b> GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>Policy Number:</b> NVA - 21926</td> <td><b>Effective Date:</b> 03/29/2007</td> <td><b>TO:</b></td> <td><b>Expiration Date:</b> 04/29/2007</td> </tr> <tr> <td><b>Year/Make/Model:</b> 1996 CHEV PICKUP1500</td> <td colspan="3"><b>VIN:</b> 1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	<b>Policy Number:</b> NVA - 21926	<b>Effective Date:</b> 03/29/2007	<b>TO:</b>	<b>Expiration Date:</b> 04/29/2007	<b>Year/Make/Model:</b> 1996 CHEV PICKUP1500	<b>VIN:</b> 1GCEC19M6TE214944			 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b> United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax: (866) 209-9431</small></p> <p><b>INSURED:</b> GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>Policy Number:</b> NVA - 21926</td> <td><b>Effective Date:</b> 03/29/2007</td> <td><b>TO:</b></td> <td><b>Expiration Date:</b> 04/29/2007</td> </tr> <tr> <td><b>Year/Make/Model:</b> 1996 CHEV PICKUP1500</td> <td colspan="3"><b>VIN:</b> 1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	<b>Policy Number:</b> NVA - 21926	<b>Effective Date:</b> 03/29/2007	<b>TO:</b>	<b>Expiration Date:</b> 04/29/2007	<b>Year/Make/Model:</b> 1996 CHEV PICKUP1500	<b>VIN:</b> 1GCEC19M6TE214944		
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<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><b>In the event of an accident or loss:</b></p> <ul style="list-style-type: none"> <li>✓ Help any injured.</li> <li>✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses.</li> <li>✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.</li> <li>✓ Protect your auto and any property from further damage.</li> <li>✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.</li> <li>✓ Notify your claims service center toll free at (866)-209-9417.</li> </ul> <p><b>COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185</b></p>	<p><b>In the event of an accident or loss:</b></p> <ul style="list-style-type: none"> <li>✓ Help any injured.</li> <li>✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses.</li> <li>✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.</li> <li>✓ Protect your auto and any property from further damage.</li> <li>✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.</li> <li>✓ Notify your claims service center toll free at (866)-209-9417.</li> </ul> <p><b>COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185</b></p>																

<b>United Automobile Insurance Company, Inc.</b> 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	Class (Gender/Marital)	SR22	Territory	Driver Point	DRIVER'S LICENSE NUMBER	State	OCCUPATION	
APPLICANT GARY S LEWIS		04/28/1974	30MS	N	012	1	1701866927	NV	PLUMBER	
3 DESCRIPTION OF AUTOMOBILE (S)										
Auto	Year	Make and Model	Body Type	VIN		Symbol				
1	1996	CHEV PICKUP1500	PKP 4X2	1GCEC19M6TE214944		10				
4 LOSS PAYEE INFORMATION										
Auto	Loss Payee	Address			City/ State / Zip					
1	(NONE)									
5 DESCRIPTION OF COVERAGE										
COVERAGES		LIMITS OF LIABILITY			PREMIUMS					
LIABILITY COVERAGE	BODILY INJURY LIABILITY	\$ 15000.00	\$ 30000.00	each person	\$ 42.00	\$	\$			
	PROPERTY DAMAGE LIABILITY	\$ 10000.00		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	\$	\$			
SR-22 FEE					\$	\$	\$			
POLICY FEE					\$ 10.00	\$	\$			
TOTAL PREMIUM					\$ 94.00	\$	\$			
6 Photos are required for all Vehicles with Comprehensive and Collision.										
Comments:										
7 TOTAL DISC BI/PO		%	MULTI-CAR	%	TRANSFER	%	RENEWAL	%	SR. DRIVER	%
8 TOTAL DISC MP/UM-UIM		%	PAID IN FULL	%						
9 TOTAL DISC COMP-COLL		%	PASSIVE RESTRAINT	%						
			TRANSFER	%	RENEWAL	%	PAID IN FULL	%		

LIST ALL ACCIDENTS AND VIOLATIONS FOR ALL DRIVERS BELOW					
Driver#	Driver Name	Date	Description of Accident or Violation	Location	
8	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.

9

1. **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).
2. **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.

10

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.

11

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

12

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.

13

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  
YES \_\_\_

3. Are all household residents, whether licensed or not, disclosed on this application? \_\_\_ NO

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**

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.

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.

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.

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:

Bound Effective Date and Time: 03 / 29 / 2007 1:18 a.m. / p.m.

Not Bound

Date: 03/29/2007 Signature of Applicant: X

Date: 03/29/2007 Signature of Sales Agent: X ID: 850-85-850006 Agency: US AUTO INS AGENCY, INC.

FOR OFFICE USE: CLIENT ID 000002986523 POLICY #: NVA - 21926

NV APP 1-07

**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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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)

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

DESCRIPTION OF VEHICLE				TER	CLASS	PTS	DISC
VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #				
1	1996	CHEV PICKUP1500	1GCEC19M6TE214944	012	30FS	0	.200
2	1994	FORD RANGER	1FTCR10UXRPC26207	012	3DMS	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	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	
				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. Coburn

**EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b> United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax: (866) 209-9411</p> <p><b>INSURED:</b> GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p> <table border="1"> <tr> <th>Policy Number:</th> <th>Effective Date</th> <th>TO</th> <th>Expiration Date</th> </tr> <tr> <td>NVA - 21926</td> <td>03/29/2007</td> <td></td> <td>04/29/2007</td> </tr> </table> <table border="1"> <tr> <th>Year/Make/Model</th> <th>VIN</th> </tr> <tr> <td>1996 CHEV PICKUP1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	NVA - 21926	03/29/2007		04/29/2007	Year/Make/Model	VIN	1996 CHEV PICKUP1500	1GCEC19M6TE214944	 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b> United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax: (866) 209-9411</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p> <p><b>INSURED:</b> GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p> <table border="1"> <tr> <th>Policy Number:</th> <th>Effective Date</th> <th>TO</th> <th>Expiration Date</th> </tr> <tr> <td>NVA - 21926</td> <td>03/29/2007</td> <td></td> <td>04/29/2007</td> </tr> </table> <table border="1"> <tr> <th>Year/Make/Model</th> <th>VIN</th> </tr> <tr> <td>1996 CHEV PICKUP1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	NVA - 21926	03/29/2007		04/29/2007	Year/Make/Model	VIN	1996 CHEV PICKUP1500	1GCEC19M6TE214944
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# UNITED AUTOMOBILE INSURANCE COMPANY NEVADA

DRIVER AND ADDRESS ENDORSEMENT REQUEST FORM	
Policy Number: <u>NVA - 21926</u>	Agent Name: _____
Named Insured: <u>GARY S LEWIS</u>	Agency Name: <u>US AUTO INS AGENCY, INC.</u>
Endorsement Effective Date: <u>04/25/2007</u>	Agency Address: <u>3909 W. SAHARA AVE., STE. 4 LAS VEGAS, NV 89102</u>
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
	<i>Name</i>	<i>DOB</i>	<i>Gender</i>	<i>Marital Status</i>	<i>Drivers License No</i>	<i>DL State</i>
Other	2003					
<i>Relationship to Insured</i>	<i>Licensed &gt;= 36 months</i>	<i>SR-22 Requirement</i>	<i>Case Number</i>			
ACCOUNT RECEIVABLE WEST CORE CONSTRUCTION						
<i>Occupation</i>	<i>Employer Name</i>	<i>Employer Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	
<i>Violations:</i> _____						

UPDATED PRINCIPAL DRIVER:

DRIVER	Name	DOB	Gender	Marital Status	Drivers License No	DL State
	<i>Name</i>	<i>DOB</i>	<i>Gender</i>	<i>Marital Status</i>	<i>Drivers License No</i>	<i>DL State</i>
<i>Relationship to Insured</i>	<i>Licensed &gt;= 36 months</i>	<i>SR-22 Requirement</i>	<i>Case Number</i>			
<i>Occupation</i>	<i>Employer Name</i>	<i>Employer Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	
<i>Violations:</i> _____						

ADD NEW EXCLUDED DRIVER: (Exclusion Form Attached)

Name	DOB	Gender	Marital Status	Drivers License No	DL State	
<i>Name</i>	<i>DOB</i>	<i>Gender</i>	<i>Marital Status</i>	<i>Drivers License No</i>	<i>DL State</i>	
<i>Relationship</i>						

DELETE EXISTING DRIVER: \_\_\_\_\_ (Exclusion Form Attached)

Name	Drivers License No
<i>Name</i>	<i>Drivers License No</i>

CORRECT DRIVERS LICENSE NUMBER FOR \_\_\_\_\_

Name	Correct DL No.
<i>Name</i>	<i>Correct DL No.</i>

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: <u>NVA - 21926</u>	Agent Name: _____
Named Insured: <u>GARY S LEWIS</u>	Agency Name: <u>US AUTO INS AGENCY, INC.</u>
Endorsement Effective Date: <u>04/25/2007</u>	Agency Address: <u>3909 W. SAHARA AVE., STE. 4</u> <u>LAS VEGAS, NV 89102</u>
Brokering Agent's Register No.: _____	

**ADD NEW VEHICLE**

1994	FORD	RANGER	PKP 4X2	1FTCR10LXRPC26207	06	
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Body Style</small>	<small>VIN</small>	<small>Symbol</small>	<small>Odometer</small>
<small>Owned</small>						
<small>Ownership (Owned / Leased / Financed)</small>		<small>Loss Payee Name</small>	<small>Address</small>		<small>City</small>	<small>State</small> <small>Zip</small>
<input checked="" type="checkbox"/> <small>Liability Only</small>		<input type="checkbox"/> <small>Physical Damage</small>	<small>Deductible: \$ _____</small>			

**REPLACE BELOW VEHICLE WITH ABOVE NEW VEHICLE** (remove below vehicle from policy and add above vehicle)

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Ownership</small>	<small>Loss Payee Name</small>	<small>City</small> <small>State</small>
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**REMOVE VEHICLE FROM POLICY**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Ownership</small>	<small>Loss Payee Name</small>	<small>City</small> <small>State</small>
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**UPDATE LOSS PAYEE ON EXISTING VEHICLE**       **PAID OFF**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Loss Payee Name</small>	<small>Address</small>	<small>City</small> <small>State</small> <small>Zip</small>
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**UPDATE VEHICLE VIN**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Correct VIN #</small>	<small>Ownership</small>	<small>Loss Payee Name</small>
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- 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**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Deductible</small>	
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Deductible</small>	

**REMOVE PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>

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 UNITED AUTOMOBILE INSURANCE-NV  
Policy Number NVA -000021926 GARY S LEWIS  
Agent Number 850-85 -850006 US AUTO INS AGENCY, INC.  
Due Date 05/06/07  
Invoice Date 04/26/07 \*\*\* RENEWAL STATEMENT \*\*\*  
Invoice Number 3719592  
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**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15007, LAS VEGAS, NV 89114-2007 (866) 209-4167 Fax (866) 209-9431</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119-2007</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Policy Number:</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>14 NVA - 000021926</td> <td>4/29/07</td> <td></td> <td>5/29/07</td> </tr> <tr> <td>Year/Make/Model</td> <td colspan="3">VIN</td> </tr> <tr> <td>96 CHEV PICKUP1500</td> <td colspan="3">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 000021926	4/29/07		5/29/07	Year/Make/Model	VIN			96 CHEV PICKUP1500	1GCEC19M6TE214944			 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15007, LAS VEGAS, NV 89114-2007 (866) 209-4167 Fax (866) 209-9431</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119-2007</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Policy Number:</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>14 NVA - 000021926</td> <td>4/29/07</td> <td></td> <td>5/29/07</td> </tr> <tr> <td>Year/Make/Model</td> <td colspan="3">VIN</td> </tr> <tr> <td>96 CHEV PICKUP1500</td> <td colspan="3">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 000021926	4/29/07		5/29/07	Year/Make/Model	VIN			96 CHEV PICKUP1500	1GCEC19M6TE214944		
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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

\* \* \* \* \*  
\* \* \* \* \*  
\* 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 : \* \$ 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

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Policy # NVA - 21926 Named Insured GARY S LEWIS

**NEVADA COVERAGE DFFER**

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Date 04/09/07 Signature of Named Insured \_\_\_\_\_

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Date 04/09/07 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  
 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	YEAR	MAKE/MODEL	VEHICLE ID #	TER	CLASS	PTS	DISC
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	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 04/28/2007

BY Urie M. Cabrera

**EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b> United Automobile Insurance Company <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9631</small></p> <p><b>INSURED:</b> GARY S LEWIS 3049 SPENCER ST D LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC. <small>Phone #: (702)876-0072</small></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><small>Policy Number:</small> NVA - 10021926</td> <td><small>Effective Date</small> 04/29/2007</td> <td><small>TO</small></td> <td><small>Expiration Date</small> 05/29/2007</td> </tr> <tr> <td><small>Year/Make/Model</small> 1996 CHEV PICKUP1500</td> <td colspan="3"><small>VIN</small> 1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	<small>Policy Number:</small> NVA - 10021926	<small>Effective Date</small> 04/29/2007	<small>TO</small>	<small>Expiration Date</small> 05/29/2007	<small>Year/Make/Model</small> 1996 CHEV PICKUP1500	<small>VIN</small> 1GCEC19M6TE214944			 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b> United Automobile Insurance Company <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9631</small></p> <p><b>INSURED:</b> GARY S LEWIS 3049 SPENCER ST D LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC. <small>Phone #: (702)876-0072</small></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><small>Policy Number:</small> NVA - 10021926</td> <td><small>Effective Date</small> 04/29/2007</td> <td><small>TO</small></td> <td><small>Expiration Date</small> 05/29/2007</td> </tr> <tr> <td><small>Year/Make/Model</small> 1996 CHEV PICKUP1500</td> <td colspan="3"><small>VIN</small> 1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	<small>Policy Number:</small> NVA - 10021926	<small>Effective Date</small> 04/29/2007	<small>TO</small>	<small>Expiration Date</small> 05/29/2007	<small>Year/Make/Model</small> 1996 CHEV PICKUP1500	<small>VIN</small> 1GCEC19M6TE214944		
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**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

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	
<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 type="checkbox"/> I hereby <b>REJECT</b> this coverage</p> <p><input type="checkbox"/> I hereby <b>SELECT</b> this coverage</p> <p>Date <u>05/09/07</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 type="checkbox"/> I hereby <b>REJECT</b> this coverage</p> <p><input type="checkbox"/> I hereby <b>SELECT</b> this coverage</p> <p>Date <u>05/09/07</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  
 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.  
 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	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	VEHICLE 2
		PREMIUM OED.	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 05/31/2007

By Eli M. Cabana

Please cut on dotted lines

 <b>NEVADA AUTOMOBILE INSURANCE CARD</b> United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		
INSURED:	AGENCY:	
GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number NVA - 20021926	Effective Date 8/31/2007	Expiration Date TO 06/30/2007
Year/Make/Model 1996 CHEV PICKUP1500	VIN 1GCEC19M6TE214944	
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<u>Driver Name</u>	<u>Driver's License Number</u>	
GARY S LEWIS KRISTEN AMY SCOTT	1701866927 2102503674	
<b>This card has been approved by the Commissioner of Insurance</b>		
<b>In the event of an accident or loss:</b> <ul style="list-style-type: none"> <li>• Help any injured.</li> <li>• Get names, addresses, auto license plates numbers of persons involved, including all witnesses.</li> <li>• Do not admit fault. Do not discuss an accident with anyone except the police or our representative.</li> <li>• Protect your auto and any property from further damage.</li> <li>• Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.</li> <li>• Notify your claims service center toll free at 866-209-4163.</li> </ul>		
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		

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 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14950, Las Vegas, NV 89114-4950                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 28021926</td> <td>05/31/2007</td> <td></td> <td>06/30/2007</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1994 FORD RANGER</td> <td>1FTCR18UXRPC26207</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p style="text-align: center;"><b>The drivers listed below are on this policy:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Driver Name</th> <th style="text-align: left;">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> <p style="border: 1px solid black; padding: 2px;"><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 28021926	05/31/2007		06/30/2007	Year/Make/Model	VIN	1994 FORD RANGER	1FTCR18UXRPC26207	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674	 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14950, Las Vegas, NV 89114-4950                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 28021926</td> <td>05/31/2007</td> <td></td> <td>06/30/2007</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1994 FORD RANGER</td> <td>1FTCR10UXRPC26207</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p style="text-align: center;"><b>The drivers listed below are on this policy:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Driver Name</th> <th style="text-align: left;">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> <p style="border: 1px solid black; padding: 2px;"><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 28021926	05/31/2007		06/30/2007	Year/Make/Model	VIN	1994 FORD RANGER	1FTCR10UXRPC26207	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674
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**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 AptD  
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

<b>NEVADA COVERAGE OFFER</b>	
<b>OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE</b>	
<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 type="checkbox"/> I hereby <b>REJECT</b> this coverage</p> <p><input type="checkbox"/> I hereby <b>SELECT</b> this coverage</p>	
<b>Date</b> <u>06/11/07</u>	<b>Signature of Named Insured</b> _____

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>	
<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 type="checkbox"/> I hereby <b>REJECT</b> this coverage</p> <p><input type="checkbox"/> I hereby <b>SELECT</b> this coverage</p>	
<b>Date</b> <u>06/11/07</u>	<b>Signature of Named Insured</b> _____

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	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 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 Gabriela M. Cabrera

Please cut on dotted lines

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14950, Las Vegas, NV 89114-4950                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b> GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Policy Number</td> <td style="width: 33%;">Effective Date</td> <td style="width: 33%;">Expiration Date</td> </tr> <tr> <td>NVA - 39021926</td> <td>07/10/2007</td> <td>TO 08/10/2007</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Year/Make/Model</td> <td style="width: 50%;">VIN</td> </tr> <tr> <td>1996 CHEV PICKUP1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p style="text-align: center;"><b>The drivers listed below are on this policy:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Driver Name</th> <th style="width: 40%;">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> <p style="border: 1px solid black; padding: 2px; text-align: center;">This card has been approved by the Commissioner of Insurance</p>	Policy Number	Effective Date	Expiration Date	NVA - 39021926	07/10/2007	TO 08/10/2007	Year/Make/Model	VIN	1996 CHEV PICKUP1500	1GCEC19M6TE214944	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674	 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14950, Las Vegas, NV 89114-4950                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b> GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b> US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Policy Number</td> <td style="width: 33%;">Effective Date</td> <td style="width: 33%;">Expiration Date</td> </tr> <tr> <td>NVA - 30021926</td> <td>07/10/2007</td> <td>TO 08/10/2007</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Year/Make/Model</td> <td style="width: 50%;">VIN</td> </tr> <tr> <td>1996 CHEV PICKUP1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p style="text-align: center;"><b>The drivers listed below are on this policy:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Driver Name</th> <th style="width: 40%;">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> <p style="border: 1px solid black; padding: 2px; text-align: center;">This card has been approved by the Commissioner of Insurance</p>	Policy Number	Effective Date	Expiration Date	NVA - 30021926	07/10/2007	TO 08/10/2007	Year/Make/Model	VIN	1996 CHEV PICKUP1500	1GCEC19M6TE214944	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674
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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

**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 - 30021926	07/10/2007		08/10/2007

Year/Make/Model	VIN
1994 FORD RANGER	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	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.
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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  
 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 - 30021926	07/10/2007		08/10/2007

Year/Make/Model	VIN
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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 07/19/2007 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 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 \*  
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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 -030021926	GARY S LEWIS
Agent Number	850-85 -850006	US AUTO INS AGENCY, INC.
Due Date	08/10/07	*** RENEWAL STATEMENT ***
Invoice Date	07/25/07	
Invoice Number	4148046	
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



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 #
VEHICLE YEAR MAKE/MODEL	
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	3DFS	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/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:

*Elsie M. Maldonado*  
 By \_\_\_\_\_

CONTRER SIGNED: DATE 08/13/2007

Please cut on dotted lines

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14950, Las Vegas, NV 89114-4950                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 40021926</td> <td>08/13/2007</td> <td>TO 09/13/2007</td> </tr> </table> <table border="1"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1996 CHEV C1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p><b>The drivers listed below are on this policy:</b></p> <table border="1"> <tr> <td><u>Driver Name</u></td> <td><u>Driver's License Number</u></td> </tr> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </table> <p><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	Expiration Date	NVA - 40021926	08/13/2007	TO 09/13/2007	Year/Make/Model	VIN	1996 CHEV C1500	1GCEC19M6TE214944	<u>Driver Name</u>	<u>Driver's License Number</u>	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674	 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14950, Las Vegas, NV 89114-4950                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 40021926</td> <td>08/13/2007</td> <td>TO 09/13/2007</td> </tr> </table> <table border="1"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1996 CHEV C1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p><b>The drivers listed below are on this policy:</b></p> <table border="1"> <tr> <td><u>Driver Name</u></td> <td><u>Driver's License Number</u></td> </tr> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </table> <p><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	Expiration Date	NVA - 40021926	08/13/2007	TO 09/13/2007	Year/Make/Model	VIN	1996 CHEV C1500	1GCEC19M6TE214944	<u>Driver Name</u>	<u>Driver's License Number</u>	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674
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<b>INSURED:</b> GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	<b>AGENCY:</b> US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
<b>Policy Number</b> NVA - 40021926	<b>Effective Date</b> 08/13/2007	<b>Expiration Date</b> TO 89/13/2007
<b>Year/Make/Model</b> 1994 FORD RANGER	<b>VIN</b> 1FTCR10UXRPC26207	
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<b>The drivers listed below are on this policy:</b>		
<b>Driver Name</b> GARY S LEWIS KRISTEN AMY SCOTT	<b>Driver's License Number</b> 1701866927 2102503674	
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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 17029762801

E

1001



**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 Oct 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: \_\_\_\_\_

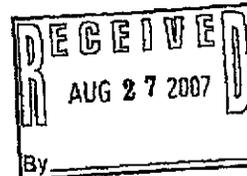
Provide the STATE were the vehicle registered: \_\_\_\_\_

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 17029762301

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 expiration 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.

Read Here



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	TRK	RANGER	6	\$9,389.00	G	2	5999	0

Vehicle Identification Number  
 1FTCR10URPC26207

County Based  
 CLARK

SCOTT, KRISTEN AMY  
 LEWIS, GARY SCOTT  
 5049 SPENCER ST APT D  
 LAS VEGAS NV 89119-2007

DMV 0090 Rev. 3-99

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	NAMR	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCDTT	Principal	N

DESCRIPTION OF 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
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		VEHICLE 1	VEHICLE 2	VEHICLE 3	
		PREMIUM DED.	PREMIUM DED.	PREMIUM DED.	
Bodily Injury	15000/person 30000/accdnt	29.00	29.00	33.00	
Property Damage	10000/accdnt	29.00	29.00	33.00	
FULL TERM PREMIUM		58.00	58.00	66.00	
				TOTAL PREMIUM	192.00
				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 \_\_\_\_\_

*Emilee H. Lescage*

Please cut on dotted lines

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 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14850, Las Vegas, NV 89114-4850                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 40021926</td> <td>08/13/2007</td> <td></td> <td>09/13/2007</td> </tr> </table> <table border="1"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1994 FORD RANGER</td> <td>1FTCR10UXRPC26207</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 40021926	08/13/2007		09/13/2007	Year/Make/Model	VIN	1994 FORD RANGER	1FTCR10UXRPC26207	 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company                  PO Box 14850, Las Vegas, NV 89114-4850                  Toll Free: 866-209-4163</p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.                  Phone #: (702)876-0072</p> <table border="1"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 40021926</td> <td>08/13/2007</td> <td></td> <td>09/13/2007</td> </tr> </table> <table border="1"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1994 FORD RANGER</td> <td>1FTCR10UXRPC26207</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 40021926	08/13/2007		09/13/2007	Year/Make/Model	VIN	1994 FORD RANGER	1FTCR10UXRPC26207
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## 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	
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Body Style</small>	<small>VIN</small>	<small>Symbol</small>	<small>Odometer</small>

Owned

<input type="checkbox"/> 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)

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Ownership</small>	<small>Loss Payee Name</small>	<small>City</small>	<small>State</small>
---------------------	---------------------	----------------------	--------------------	--------------------------	--------------------------------	---------------------	----------------------

**REMOVE VEHICLE FROM POLICY**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Ownership</small>	<small>Loss Payee Name</small>	<small>City</small>	<small>State</small>
---------------------	---------------------	----------------------	--------------------	--------------------------	--------------------------------	---------------------	----------------------

**UPDATE LOSS PAYEE ON EXISTING VEHICLE**       **PAID OFF**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Loss Payee Name</small>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
---------------------	---------------------	----------------------	--------------------	--------------------------------	------------------------	---------------------	----------------------	--------------------

**UPDATE VEHICLE VIN**

<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Correct VIN #</small>	<small>Ownership</small>	<small>Loss Payee Name</small>
---------------------	---------------------	----------------------	------------------------------	--------------------------	--------------------------------

- 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*)

<input type="checkbox"/> <b>ADD PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES</b> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 10%; text-align: center;"><small>Year</small></td> <td style="width: 15%; text-align: center;"><small>Make</small></td> <td style="width: 20%; text-align: center;"><small>Model</small></td> <td style="width: 15%; text-align: center;"><small>VIN</small></td> <td style="width: 10%; text-align: center;"><small>Deductible</small></td> </tr> <tr> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> </tr> </table>	<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>	<small>Deductible</small>											<input type="checkbox"/> <b>REMOVE PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES</b> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 10%; text-align: center;"><small>Year</small></td> <td style="width: 15%; text-align: center;"><small>Make</small></td> <td style="width: 20%; text-align: center;"><small>Model</small></td> <td style="width: 15%; text-align: center;"><small>VIN</small></td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>	<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>VIN</small>								
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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	UNITED AUTOMOBILE INSURANCE-NV
Policy Number NVA -040021926	GARY S LEWIS
Agent Number 850-85 -850006	US AUTO INS AGENCY, INC.
Due Date 09/13/07	
Invoice Date 08/30/07	*** RENEWAL STATEMENT ***
Invoice Number 4330489	
Amount Due \$ 192.00	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 - 40021926      **Named Insured** GARY S LEWIS

<b>NEVADA COVERAGE OFFER</b>
<b>OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE</b>
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).
<b>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.</b>
I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
<b>Date</b> <u>08/30/07</u> <b>Signature of Named Insured</b> _____

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>
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.
<b>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.</b>
I have read and understand the provisions of Medical Payment Coverage.
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
<b>Date</b> <u>08/30/07</u> <b>Signature of Named Insured</b> _____

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	UNITED AUTOMOBILE INSURANCE-NV
Policy Number	NVA -040021926	GARY S LEWIS
Agent Number	850-85 -850006	US AUTO INS AGENCY, INC.
Due Date	09/13/07	
Invoice Date	08/24/07	*** RENEWAL STATEMENT ***
Invoice Number	4299864	
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 - 40021926      **Named Insured** GARY S LEWIS

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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
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
<b>Date</b> <u>08/24/07</u> <b>Signature of Named Insured</b> _____

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>
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.
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
<b>Date</b> <u>08/24/07</u> <b>Signature of Named Insured</b> _____

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	JT2AE09B450085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	ZFT
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
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ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 09/14/2007

By *Ernie A. Herrera*

Please cut on dotted lines

**UAC** 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 89119-2007

AGENCY:  
 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		

**UAC** NEVADA AUTOMOBILE INSURANCE CARD  
 P.O. BOX 15007  
 LAS VEGAS, NV 89114  
 PHONE: 866-209-4163 FAX: 866-209-9631

INSURED:  
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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**

**THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND**

The drivers listed below are on this policy:

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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:

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.

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COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

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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  
 AGENCY:

INSURED:  
 GARY S LEWIS US AUTO INS AGENCY, INC.  
 5049 SPENCER ST D LAS VEGAS, NV 89119-2007 Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 50021926	09/14/2007		10/14/2007
Year/Make/Model	VIN		
1995 TYTA COROLLA DX	JT2AE09B4S0085205		

**UAI** 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 US AUTO INS AGENCY, INC.  
 5049 SPENCER ST D LAS VEGAS, NV 89119-2007 Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
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Year/Make/Model	VIN		
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**United Automobile Insurance Company**

F.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

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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**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9461</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119-2007</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Policy Number:</td> <td style="width:30%;">Effective Date</td> <td style="width:10%; text-align: center;">TO</td> <td style="width:30%;">Expiration Date</td> </tr> <tr> <td>14 NVA - 050021926</td> <td>10/14/07</td> <td></td> <td>11/14/07</td> </tr> <tr> <td style="font-size: small;">Year/Make/Model</td> <td colspan="3" style="text-align: center;">VIN</td> </tr> <tr> <td>96 CHEV C1500</td> <td colspan="3">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center; font-size: small;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 050021926	10/14/07		11/14/07	Year/Make/Model	VIN			96 CHEV C1500	1GCEC19M6TE214944			 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9461</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119-2007</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Policy Number:</td> <td style="width:30%;">Effective Date</td> <td style="width:10%; text-align: center;">TO</td> <td style="width:30%;">Expiration Date</td> </tr> <tr> <td>14 NVA - 050021926</td> <td>10/14/07</td> <td></td> <td>11/14/07</td> </tr> <tr> <td style="font-size: small;">Year/Make/Model</td> <td colspan="3" style="text-align: center;">VIN</td> </tr> <tr> <td>96 CHEV C1500</td> <td colspan="3">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center; font-size: small;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 050021926	10/14/07		11/14/07	Year/Make/Model	VIN			96 CHEV C1500	1GCEC19M6TE214944		
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### 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

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	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	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 10/12/2007

By \_\_\_\_\_

*Ernie H. Alvarez*

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 D  
 LAS VEGAS, NV 89119

AGENCY: US AUTO INS AGENCY, INC.  
 Phone #: (702)876-0872

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:

- 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

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 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)876-0872

Policy Number	Effective Date	TO	Expiration Date
NVA - 60021926	10/14/2007		11/14/2007

Year/Make/Model	VIN
1996 CHEV C1500	1GCEC19M6TE214944

**THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND**

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Please cut on dotted lines

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b></p> <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631</p> <p><b>INSURED:</b></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> <table border="1"> <tr> <th>Policy Number</th> <th>Effective Date</th> <th>TO</th> <th>Expiration Date</th> </tr> <tr> <td>NVA - 60021926</td> <td>10/14/2007</td> <td></td> <td>11/14/2007</td> </tr> </table> <table border="1"> <tr> <th>Year/Make/Model</th> <th>VIN</th> </tr> <tr> <td>1995 TYTA COROLLA DX</td> <td>JT2AE09B4S0085205</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p><b>The drivers listed below are on this policy:</b></p> <table border="1"> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102501674</td> </tr> </table> <p><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 60021926	10/14/2007		11/14/2007	Year/Make/Model	VIN	1995 TYTA COROLLA DX	JT2AE09B4S0085205	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102501674	 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b></p> <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631</p> <p><b>INSURED:</b></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> <table border="1"> <tr> <th>Policy Number</th> <th>Effective Date</th> <th>TO</th> <th>Expiration Date</th> </tr> <tr> <td>NVA - 60021926</td> <td>10/14/2007</td> <td></td> <td>11/14/2007</td> </tr> </table> <table border="1"> <tr> <th>Year/Make/Model</th> <th>VIN</th> </tr> <tr> <td>1995 TYTA COROLLA DX</td> <td>JT2AE09B4S0085205</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p><b>The drivers listed below are on this policy:</b></p> <table border="1"> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102501674</td> </tr> </table> <p><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 60021926	10/14/2007		11/14/2007	Year/Make/Model	VIN	1995 TYTA COROLLA DX	JT2AE09B4S0085205	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102501674
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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 10/12/2007 17:06:59  
Policy Number NVA -60021926  
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 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

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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  
Invoice Date 10/25/07 \*\*\* RENEWAL STATEMENT \*\*\*  
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**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9411</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 30%;">Policy Number:</td> <td style="width: 30%;">Effective Date</td> <td style="width: 10%; text-align: center;">TO</td> <td style="width: 30%;">Expiration Date</td> </tr> <tr> <td>14 NVA - 060021926</td> <td>11/14/07</td> <td></td> <td>12/14/07</td> </tr> <tr> <td>Year/Make/Model</td> <td colspan="3" style="text-align: center;">VIN</td> </tr> <tr> <td>96 CHEV C1500</td> <td colspan="3" style="text-align: center;">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center; font-size: small; margin-top: 5px;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 060021926	11/14/07		12/14/07	Year/Make/Model	VIN			96 CHEV C1500	1GCEC19M6TE214944			 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9411</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 30%;">Policy Number:</td> <td style="width: 30%;">Effective Date</td> <td style="width: 10%; text-align: center;">TO</td> <td style="width: 30%;">Expiration Date</td> </tr> <tr> <td>14 NVA - 060021926</td> <td>11/14/07</td> <td></td> <td>12/14/07</td> </tr> <tr> <td>Year/Make/Model</td> <td colspan="3" style="text-align: center;">VIN</td> </tr> <tr> <td>96 CHEV C1500</td> <td colspan="3" style="text-align: center;">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center; font-size: small; margin-top: 5px;"><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 060021926	11/14/07		12/14/07	Year/Make/Model	VIN			96 CHEV C1500	1GCEC19M6TE214944		
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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

<b>NEVADA COVERAGE OFFER</b>
<b>OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE</b>
<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 type="checkbox"/> I hereby <b>REJECT</b> this coverage</p> <p><input type="checkbox"/> I hereby <b>SELECT</b> this coverage</p> <p>Date <u>10/25/07</u> Signature of Named Insured _____</p>

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>
<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 type="checkbox"/> I hereby <b>REJECT</b> this coverage</p> <p><input type="checkbox"/> I hereby <b>SELECT</b> this coverage</p> <p>Date <u>10/25/07</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

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 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  
Invoice Date 10/25/07 \*\*\* RENEWAL STATEMENT \*\*\*  
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**

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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

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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
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
Date <u>10/25/07</u> Signature of Named Insured _____

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>
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.
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
Date <u>10/25/07</u> 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	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 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	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 11/14/2007

By \_\_\_\_\_

*Emilia H. Lancia*





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.

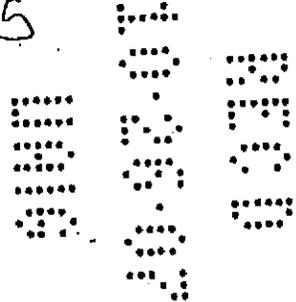
Very truly yours,  
CHRISTENSEN LAW OFFICES, LLC

  
Thomas Christensen, Esq.,  
David R. Sampson, Esq.,

DS:sd

Enclosure

6000 455



948-09109

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	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 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	VEHICLE 2
		PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00	33.00
	30800/accdnt		
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 Elsie 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	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	1GCEC19M6T8214944
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	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 07/10/2007

By Alise 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

-002-103

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  
 702-359-0312  
 LAS VEGAS, NV 89114-5007

PAGE 1

**POLICY #:** NVA 020021926  
**AGENT #:** 850-85-85006  
**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.

<b>DRIVER</b>	<b>NAME</b>	<b>TYPE OF DRIVER</b>	<b>SR-22</b>
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	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:

		<b>VEHICLE 1</b>	<b>VEHICLE 2</b>
		<b>PREMIUM DED.</b>	<b>PREMIUM DED.</b>
Bodily Injury	15000/person	29.00	33.00
	30000/accnt		
Property Damage	10000/accnt	29.00	33.00
		-----	-----
<b>FULL TERM PREMIUM</b>		<b>58.00</b>	<b>66.00</b>

**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 Uisic M. Cabrera

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  
 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	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  
 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	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 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

<b>NEVADA COVERAGE OFFER</b>
<b>OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE</b>
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).
<b>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.</b>
I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
<b>Date</b> <u>11/26/07</u> <b>Signature of Named Insured</b> _____

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>
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.
<b>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.</b>
I have read and understand the provisions of Medical Payment Coverage.
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
<b>Date</b> <u>11/26/07</u> <b>Signature of Named Insured</b> _____

**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 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

POLICY FEE 10.00

TOTAL CHARGES 134.00

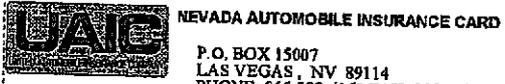
ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 12/15/2007

By \_\_\_\_\_

*Ernie H. ...*

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 - 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:

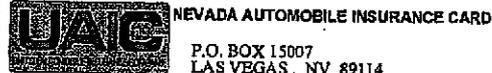
Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

**This card has been approved by the Commissioner of Insurance**

**In the event of an accident or loss:**

- 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 - 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
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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  
 AGENCY:

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

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KRISTEN AMY SCOTT	2102503674

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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 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	UNITED AUTOMOBILE INSURANCE-NV
Policy Number	NVA -080021926	GARY S LEWIS
Agent Number	850-85 -850006	US AUTO INS AGENCY, INC.
Due Date	01/15/08	*** RENEWAL STATEMENT ***
Invoice Date	12/26/07	
Invoice Number	4995547	
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**

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax: (866) 209-9611</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Policy Number:</td> <td style="width: 30%;">Effective Date</td> <td style="width: 10%; text-align: center;">TO</td> <td style="width: 30%;">Expiration Date</td> </tr> <tr> <td>14 NVA - 080021926</td> <td>1/15/08</td> <td></td> <td>2/15/08</td> </tr> <tr> <td style="font-size: small;">Year/Make/Model</td> <td colspan="3" style="text-align: center;">VIN</td> </tr> <tr> <td>96 CHEV C1500</td> <td colspan="3" style="text-align: center;">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center; font-weight: bold; font-size: small;">THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 080021926	1/15/08		2/15/08	Year/Make/Model	VIN			96 CHEV C1500	1GCEC19M6TE214944			 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b>                  United Automobile Insurance Company  <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax: (866) 209-9611</small></p> <p><b>INSURED:</b>                  GARY S LEWIS                  5049 SPENCER ST D                  LAS VEGAS, NV 89119</p> <p><b>AGENCY:</b>                  US AUTO INS AGENCY, INC.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Policy Number:</td> <td style="width: 30%;">Effective Date</td> <td style="width: 10%; text-align: center;">TO</td> <td style="width: 30%;">Expiration Date</td> </tr> <tr> <td>14 NVA - 080021926</td> <td>1/15/08</td> <td></td> <td>2/15/08</td> </tr> <tr> <td style="font-size: small;">Year/Make/Model</td> <td colspan="3" style="text-align: center;">VIN</td> </tr> <tr> <td>96 CHEV C1500</td> <td colspan="3" style="text-align: center;">1GCEC19M6TE214944</td> </tr> </table> <p style="text-align: center; font-weight: bold; font-size: small;">THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</p>	Policy Number:	Effective Date	TO	Expiration Date	14 NVA - 080021926	1/15/08		2/15/08	Year/Make/Model	VIN			96 CHEV C1500	1GCEC19M6TE214944		
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**United Automobile Insurance Company**

PO Box 15007  
Las Vegas, NV 89114-5007  
Fax: (866) 209-9631

Policy # NVA - 80021926 Named Insured GARY S LEWIS

<b>NEVADA COVERAGE OFFER</b>
<b>OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE</b>
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).
<b>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.</b>
I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
Date <u>12/26/07</u> Signature of Named Insured _____

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>
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.
<b>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.</b>
I have read and understand the provisions of Medical Payment Coverage.
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
Date <u>12/26/07</u> 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	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	NONDWN	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/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 01/14/2008

By \_\_\_\_\_

*Emilia R. Lucena*

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 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
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	1781866927
KRISTEN AMY SCOTT	2102503674

**This card has been approved by the Commissioner of Insurance**

**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

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
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	1781866927
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

**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

**UAC** 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 - 90021926	01/15/2008		02/15/2008
Year/Make/Model	VIN		
1995 TYTA COROLLA DX	JT2AE09B4S0085205		

**UAC** 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 - 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**

**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

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**

**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**

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

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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	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	N	Y	N	N	N
2	06	012	30MS	0	.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		28.00	31.00
Property Damage	30000/accdnt			
	10000/accdnt		28.00	31.00
FULL TERM PREMIUM			56.00	62.00

POLICY FEE	10.00	TOTAL CHARGES	128.00
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ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 02/19/2008

By \_\_\_\_\_

*Cynthia A. Garcia*

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  
 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 - 100021926	02/19/2008		03/19/2008

Year/Make/Model	VIN
1996 CHEV C1500	1GCEC19M6TE214944

**UAI** NEVADA AUTOMOBILE INSURANCE CARD  
 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

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**

**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
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:**
- 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**

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  
 AGENCY:

INSURED:  
 GARY S LEWIS  
 5049 SPENCER ST G  
 LAS VEGAS, NV 89119

US AUTO INS AGENCY, INC.  
 Phone #: (702)876-0872

Policy Number	Effective Date	TO	Expiration Date
NVA - 100021926	02/19/2008		03/19/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B4S0085205

**UAI** 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 - 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**

**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
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:

In the event of an accident or loss:

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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.

- 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 02/19/2008 09:06:25  
Policy Number NVA -100021926  
UAIC Producer Number 850006  
UAIC User ID 850006  
Type of Business RENEWAL

**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 \$ 128.00

Total Now Due \$ 128.00

\* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

Check # \_\_\_\_\_ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 128.00

Total Payment Received \$ 128.00

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\* \* \* \* \*  
\* 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 \* 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

COVERED 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	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 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/accdnt 28.00	31.00
Property Damage	10000/accdnt 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 *Christine H. Lewis*

Please cut on dotted lines

 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b></p> <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631</p> <p>AGENCY: GARY S LEWIS 3049 SPENCER ST D LAS VEGAS, NV 89119</p> <p>US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p> <table border="1"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 110021926</td> <td>03/21/2008</td> <td></td> <td>04/21/2008</td> </tr> </table> <table border="1"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1996 CHEV C1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p><b>The drivers listed below are on this policy:</b></p> <table border="1"> <tr> <td><u>Driver Name</u></td> <td><u>Driver's License Number</u></td> </tr> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </table> <p><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 110021926	03/21/2008		04/21/2008	Year/Make/Model	VIN	1996 CHEV C1500	1GCEC19M6TE214944	<u>Driver Name</u>	<u>Driver's License Number</u>	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674	 <p><b>NEVADA AUTOMOBILE INSURANCE CARD</b></p> <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631</p> <p>AGENCY: GARY S LEWIS 3049 SPENCER ST D LAS VEGAS, NV 89119</p> <p>US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p> <table border="1"> <tr> <td>Policy Number</td> <td>Effective Date</td> <td>TO</td> <td>Expiration Date</td> </tr> <tr> <td>NVA - 110021926</td> <td>03/21/2008</td> <td></td> <td>04/21/2008</td> </tr> </table> <table border="1"> <tr> <td>Year/Make/Model</td> <td>VIN</td> </tr> <tr> <td>1996 CHEV C1500</td> <td>1GCEC19M6TE214944</td> </tr> </table> <p><b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b></p> <p><b>The drivers listed below are on this policy:</b></p> <table border="1"> <tr> <td><u>Driver Name</u></td> <td><u>Driver's License Number</u></td> </tr> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </table> <p><b>This card has been approved by the Commissioner of Insurance</b></p>	Policy Number	Effective Date	TO	Expiration Date	NVA - 110021926	03/21/2008		04/21/2008	Year/Make/Model	VIN	1996 CHEV C1500	1GCEC19M6TE214944	<u>Driver Name</u>	<u>Driver's License Number</u>	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674
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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  
 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 - 118021926	03/21/2008		04/21/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B4S0085205

**UAI** 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 - 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

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
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:

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.

- 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 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 \_\_\_\_\_ CR# \_\_\_\_\_ 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	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 #	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
	30000/accnt	
Property Damage	10000/accnt	35.00
		-----
FULL TERM PREMIUM		70.00

POLICY FEE	10.00	TOTAL CHARGES	80.00
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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 \_\_\_\_\_

*Cecilia H. Lucas*

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  
 AGENCY:  
 INSURED:  
 GARY S LEWIS  
 5049 SPENCER ST D  
 LAS VEGAS, NV 89119  
 US AUTO INS AGENCY, INC.  
 Phone #: (702)876-0072

**UAI** 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 - 150021926	08/24/2008		09/24/2008

Policy Number	Effective Date	TO	Expiration Date
NVA - 150021926	08/24/2008		09/24/2008

Year/Make/Model	VIN
1998 FORD RANGER SUP	1FTYR14U2WPA70644

Year/Make/Model	VIN
1998 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
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:

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.

- 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 08/22/2008 16:30:57  
Policy Number NVA-150021926  
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 \$ 80.00

Total Now Due \$ 80.00

\* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 80.00

Check # \_\_\_\_\_ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 80.00

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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\* \* \* \* \*

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

<b>NEVADA COVERAGE OFFER</b>
<b>OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE</b>
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
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
Date <u>09/04/08</u> Signature of Named Insured _____

<b>OFFER OF MEDICAL PAYMENT COVERAGE</b>
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.
<input type="checkbox"/> I hereby <b>REJECT</b> this coverage
<input type="checkbox"/> I hereby <b>SELECT</b> this coverage
Date <u>09/04/08</u> 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	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 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	30PS	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	VEHICLE 2
		PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	28.00	31.00
Property Damage	30000/accdnt		
	10000/accdnt	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 04/23/2008

By

*Cunice A. Garcia*

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 - 120021926	04/23/2008		05/23/2008

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:

- 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 - 120021926	04/23/2008		05/23/2008

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

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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.
- 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  
 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	JT2AE09B4S0035285

**UAI** 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	JT2AE09B4S0035285

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 PRDDUCTION UPON DEMAND

The drivers listed below are on this policy:

The drivers listed below are on this policy:

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:

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.

- 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 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	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #
2	1995	TYTA COROLLA DX	JT2AE09B4S00B5205
3	1998	FORD RANGER	1FTYR14U2WPA70644

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EPT
2	06	012	30FS	0		.200	Y	N	N	N	Y	N	N	N
3	12	012	30MS	0		.200	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 2	VEHICLE 3	
		PREMIUM DED.	PREMIUM DED.	
Bodily Injury	15000/person	28.00	31.00	
Property Damage	30000/accdnt			
	10000/accdnt	28.00	31.00	
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 Ernie R. Garcia

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 - 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:

<u>Driver Name</u>	<u>Driver's License Number</u>
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:**

- 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 - 120021926	04/23/2008		05/23/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B4S0005205

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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  
 AGENCY:

INSURED:  
 GARY S LEWIS . US AUTO INS AGENCY, INC.  
 5049 SPENCER ST D LAS VEGAS, NV 89119 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:**

<u>Driver Name</u>	<u>Driver's License Number</u>
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102583674

**This card has been approved by the Commissioner of Insurance**

**UAI** 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 US AUTO INS AGENCY, INC.  
 5049 SPENCER ST D LAS VEGAS, NV 89119 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:**

<u>Driver Name</u>	<u>Driver's License Number</u>
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102583674

**This card has been approved by the Commissioner of Insurance**

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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  
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**

<u>1998</u>	<u>FORD</u>	<u>RANGER</u>	<u>PKP 4X2</u>	<u>IFTYR14U2WPA70644</u>	<u>12</u>	
<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Body Style</i>	<i>VIN</i>	<i>Symbol</i>	<i>Odometer</i>
Owned						
Ownership (Owned / Leased / Financed)		Loss Payee Name	Address	City	State	Zip
<input checked="" type="checkbox"/> <i>Liability Only</i>		<input type="checkbox"/> <i>Physical Damage</i>	Deductible: \$ _____			

**REPLACE BELOW VEHICLE WITH ABOVE NEW VEHICLE** (remove below vehicle from policy and add above vehicle)

<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>	<i>Ownership</i>	<i>Loss Payee Name</i>	<i>City</i>	<i>State</i>
-------------	-------------	--------------	------------	------------------	------------------------	-------------	--------------

**REMOVE VEHICLE FROM POLICY**

<u>1996</u>	<u>CHEV</u>	<u>C1500</u>	<u>1GCEC19M6TE214944</u>	<u>Owned</u>		
<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>	<i>Ownership</i>	<i>Loss Payee Name</i>	<i>City</i>
						<i>State</i>

**UPDATE LOSS PAYEE ON EXISTING VEHICLE**  **PAID OFF**

<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>	<i>Loss Payee Name</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
-------------	-------------	--------------	------------	------------------------	----------------	-------------	--------------	------------

**UPDATE VEHICLE VIN**

<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Correct VIN #</i>	<i>Ownership</i>	<i>Loss Payee Name</i>
-------------	-------------	--------------	----------------------	------------------	------------------------

- 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**

<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>	<i>Deductible</i>
<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>	<i>Deductible</i>

<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>
<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>

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 UNITED AUTOMOBILE INSURANCE-NV  
Policy Number NVA -120021926 GARY S LEWIS  
Agent Number 850-85 -850006 US AUTO INS AGENCY, INC.  
Due Date 05/23/08  
Invoice Date 05/13/08 \*\*\* RENEWAL STATEMENT \*\*\*  
Invoice Number 5957056  
Amount Due \$ 112.00 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



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
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:

- 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



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
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

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- 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	1FTYR14UZWPA70644

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	1FTYR14UZWPA70644

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2 KRISTEN AMY SCOTT	2102503674

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**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



**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

**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

**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

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.

<b>Policy Number</b>	<b>Effective Date</b>	<b>TO</b>	<b>Expiration Date</b>
14 NVA - 120021926	5/23/08		6/23/08

<b>Year/Make/Model</b>	<b>VIN</b>
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:**

<u>Driver Name</u>	<u>Driver's License Number</u>
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2182503674

**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.

<b>Policy Number</b>	<b>Effective Date</b>	<b>TO</b>	<b>Expiration Date</b>
14 NVA - 120021926	5/23/08		6/23/08

<b>Year/Make/Model</b>	<b>VIN</b>
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:**

<u>Driver Name</u>	<u>Driver's License Number</u>
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102583674

**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 485.185**



**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.

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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

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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:**

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- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
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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



**NEVADA AUTOMOBILE INSURANCE CARD**  
 UNITED AUTOMOBILE INSURANCE COMPANY  
 P.O. BOX 15007, LAS VEGAS, NV 89114-5007  
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**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**

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COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

Please cut on dotted lines

 <b>NEVADA AUTOMOBILE INSURANCE CARD</b> UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 15007, LAS VEGAS, NV 89114-5007 PH: (866)209-4163 FAX: (866)209-9631		 <b>NEVADA AUTOMOBILE INSURANCE CARD</b> UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 15007, LAS VEGAS, NV 89114-5007 PH: (866)209-4163 FAX: (866)209-9631	
<b>INSURED:</b> GARY S LEWIS 5049 SPENCER ST APT D LAS VEGAS, NV 89119		<b>AGENCY:</b> US AUTO INS AGENCY, INC.	
<b>Policy Number</b> 14 NVA - 130021926	<b>Effective Date</b> 6/24/08	<b>TO</b>	<b>Expiration Date</b> 7/24/08
<b>Year/Make/Model</b> 98 FORD RANGER	<b>VIN</b> 1FTYR14U2WPA78644		
<b>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</b>			
<b>The drivers listed below are on this policy:</b>			
<b>Driver Name</b>		<b>Driver's License Number</b>	
1	GARY S LEWIS	1701866927	
2	KRISTEN AMY SCOTT	2102583674	
This card has been approved by the Commissioner of Insurance			
<b>In the event of an accident or loss:</b> <ul style="list-style-type: none"> <li>• Help any injured.</li> <li>• Get names, addresses, auto license plates numbers of persons involved, including all witnesses.</li> <li>• Do not admit fault. Do not discuss an accident with anyone except the police or our representative.</li> <li>• Protect your auto and any property from further damage.</li> <li>• Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.</li> <li>• Notify your claims service center toll free at 866-209-9417.</li> </ul>			
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**

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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 06/04/08 Signature of Named Insured \_\_\_\_\_

**OFFER OF MEDICAL PAYMENT 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

COVERED 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	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 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 \_\_\_\_\_

*Cynthia A. Garcia*

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  
 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 - 140021926	07/24/2008		08/24/2008

Year/Make/Model	VIN
1998 FORD RANGER SUP	1FTYR14U2WPA70644

**UAI** 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 - 140021926	07/24/2008		08/24/2008

Year/Make/Model	VIN
1998 FORD RANGER SUP	1FTYR14U2WPA70644

**THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND**

**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**

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

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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 07/24/2008 13:47:11  
Policy Number NVA -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 89119-2007

**Agency Details**

US AUTO INS AGENCY, INC.  
3909 W. SAHARA AVE., STE. 4  
LAS VEGAS, NV 89102  
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 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

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2 KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

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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.
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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

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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

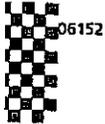
Note Records for -000 Coverage

**REPORT ONLY**

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	
*****REPORT ONLY*****	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 FDRDRANGER 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 15:36:13	MCORDO
with Lisa in underwriting that policy lapsed 06/30/2007 and reinstated	10/10/2007 15:36:13	MCORDO
on 07/10/2007 two days after the loss receipt of payment submission in	10/10/2007 15:36:13	MCORDO
scan along with a copy of the money order the insured used to purchase the	10/10/2007 15:38:38	MCORDO
	10/10/2007	MCORDO







Christensen Law West

10:27:10 a.m. 07-21-2009

1/11



**CHRISTENSEN LAW**

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

600455  
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  
*E. J. Baird*  
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, )

Case No.: A-09-590967-C  
Dept No.: II

10 vs. )

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

13 Defendants. )

**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.



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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 Cheyenne 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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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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10:28:31 a.m. 07-21-2009

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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.

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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:

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Christensen Law West

10:29:16 a.m. 07-21-2009

7/11

- 1 a. Unreasonable conduct in investigating the loss;
- 2 b. Unreasonable failure to provide coverage for the loss;
- 3 c. Unreasonable delay in making payment on the loss;
- 4 d. Failure to make a prompt, fair and equitable settlement for the loss;
- 5 e. Unreasonably compelling Plaintiffs to retain an attorney before making payment
- 6 on the loss.

7 32. As a proximate result of the aforementioned breach of contract, Plaintiffs have suffered  
 8 and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus  
 9 continuing interest.



10 33. As a further proximate result of the aforementioned breach of contract, Plaintiffs have  
 11 suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of  
 12 pocket expenses, all to their general damage in excess of \$10,000.00.

13 34. As a further proximate result of the breach of contract, Plaintiffs were compelled to  
 14 retain legal counsel to prosecute this claim, and Defendants, and each of them, are liable for  
 15 their attorney's fees reasonably and necessarily incurred in connection therewith.

16 35. That Defendants, and each of them, owed a duty of good faith and fair dealing implied  
 17 in every contract.

18 36. That Defendants, and each of them, were unreasonable by refusing to cover the true  
 19 value of the claim of Cheyanne Nalder, wrongfully failing to settle within the Policy Limits  
 20 when they had an opportunity to do so, and wrongfully denying coverage.

21 37. That as a proximate result of the aforementioned breach of the implied covenant of  
 22 good faith and fair dealing, Plaintiffs have suffered and will continue to suffer in the future,  
 23 damages in the amount of \$3,500,000.00 plus continuing interest.

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10:29:39 a.m. 07-21-2009

B/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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Christensen Law West

10:30:03 a.m. 07-21-2009

9/11



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

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Christensen Law West

10:30:27 a.m. 07-21-2009

10/11

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

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Christensen Law West

10:30:47 a.m. 07-21-2009

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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





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:

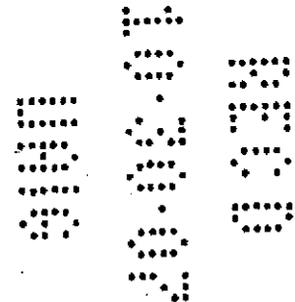
Enclosed please find a copy of the Complaint filed in this matter. Please provide us with your insured's residence address so that we may serve him personally. If we do not receive the same, we will serve your insured through the Department of Motor Vehicles.

Very truly yours,  
CHRISTENSEN LAW OFFICES, LLC

  
Thomas Christensen, Esq.,  
David F. 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

*Christensen*  
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 2. That Plaintiffs, JAMES NALDER, individually and as Guardian Ad Litem for  
26 CHEYENNE NALDER, a minor, (hereinafter referred to as Plaintiffs) were at the time of the  
27 accident residents of the County of Clark, State of Nevada.  
28





1 3. That the true names or capacities, whether individual, corporate, associate or otherwise, of  
2 Defendants named as DOES I through V, inclusive, are unknown to Plaintiff, who therefore  
3 sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereon  
4 alleges that each of the Defendants designated herein as DOE is responsible in some manner  
5 for the events and happenings referred to and caused damages proximately to Plaintiff as herein  
6 alleged, and that Plaintiff will ask leave of this Court to amend this Complaint to insert the true  
7 names and capacities of DOES I through V, when the same have been ascertained, and to join  
8 such Defendants in this action.  
9

10  
11 4. Upon information and belief, Defendant, Gary Lewis, was the owner and operator of a  
12 certain 1996 Chevy Pickup (hereinafter referred to as "Defendant" vehicle") at all time relevant  
13 to this action.

14 5. On the 8th day of July, 2007, Defendant, Gary Lewis, was operating the Defendant's  
15 vehicle on private property located in Lincoln County, Nevada; that Plaintiff, Cheyenne Nalder  
16 was playing on private property; that Defendant, did carelessly and negligently operate  
17 Defendant's vehicle so to strike the Plaintiff, Cheyenne Nalder and that as a direct and  
18 proximate result of the aforesaid negligence of Defendant, Gary Lewis, and each of the  
19 Defendants, Plaintiff, Cheyenne Nalder sustained the grievous and serious personal injuries and  
20 damages as hereinafter more particularly alleged.  
21

22  
23 6. At the time of the accident herein complained of, and immediately prior thereto,  
24 Defendant, Gary Lewis in breaching a duty owed to the Plaintiffs, was negligent and careless,  
25 inter alia, in the following particulars:

- 26 A. In failing to keep Defendant's vehicle under proper control;  
27  
28 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 #: NYA 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:  
 UB 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 #
1	1996	CHEV PICKUP1500	1GCKC19M6TE214944
2	1994	FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NCROWN	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 30000/accdat 29.00	33.00
Property Damage	10000/accdat 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

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OK

3/3

FAX C

REASON FOR ERROR  
[-1] HAND UP OR LINE FAIL  
[-3] NO ANSWER

[-2] BUSY 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

Christenson 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 Naider

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,

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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

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,

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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 CONDITON 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 WHG 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 Dvr: 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.: 0 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/Colr: 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  
\*\*\*\*\*

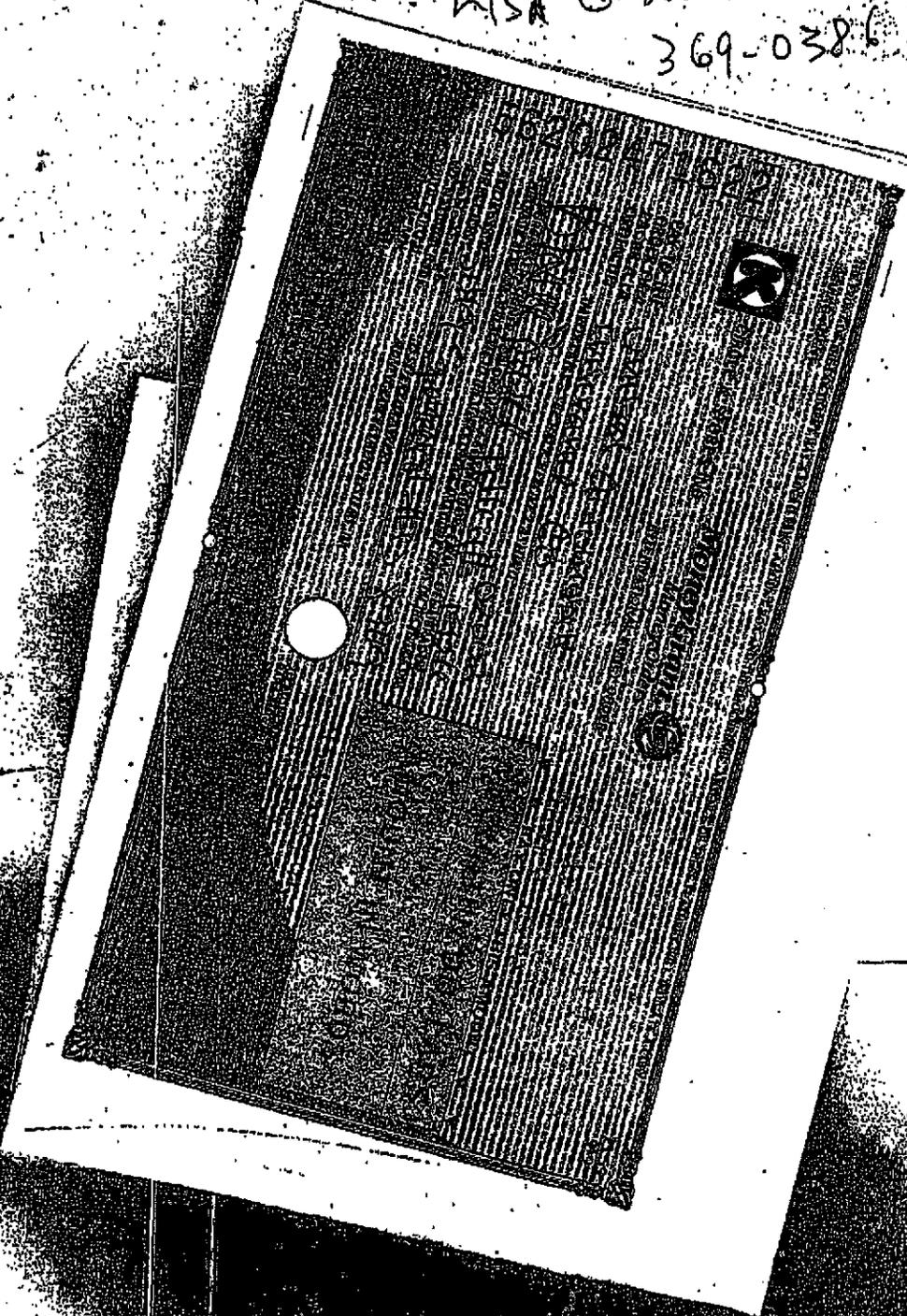


09/2007 02:34 FAX 17028762301

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LISA C. WATG  
369-0386



**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 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

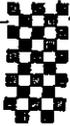
Check # \_\_\_\_\_ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



08/2007 02:38 FAX 17028762801

E

001

**Receipt of Payment**

Tuesday, July 10, 2007 12:54 PM

# 10452

**US Auto Insurance Agency**

3608 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:

<b>Received By</b>	Alex Perez
<b>Company</b>	UAIG - Auto Policy
<b>Payment Type</b>	Renewal
<b>Payment Method</b>	Money Order
<b>Policy Number</b>	nva21828
<b>Policy Period</b>	9/26/2007 To: 9/26/2008
<b>Premium</b>	\$84.00
<b>Amount Due</b>	\$134.00
<b>Amount Tendered</b>	\$134.00
<b>Change Returned</b>	\$0.00

**Receipt Notes**  
Check Number

PowerMessage Reporter: www.quomation.com © Copyright 2001-2007 Quomation Insurance Services, Inc.

*Lisa*  
*Correct Date*

\* \* \* 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

FILE MODE	ADDRESS	RESULT	PAGE
5557 MEMORY TX	7028706152	OK	3/3

Fax C

REASON FOR ERROR  
E-3) HANG UP OR LINE FAIL  
E-3) 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 - 002 403
	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

\* \* \* 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

FILE MODE	ADDRESS	RESULT.	PAGE
5556 MEMORY TX	9667778	OK	3/3

FAX C

REASON FOR ERROR  
E-31: HANG UP OR LINE FAIL  
E-32: NO ANSWER

E-2: BUSY 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

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

DNYMM

Re: **Insured:** Gary Lewis  
**Claim Number:** 0006000455  
**Date of Loss:** 07/08/2007  
**Policy Number:** NVA 020021926  
**Claimant:** Nalder & Nalder

-002-103

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. SARARA AVE., STE. 4  
 LAS VEGAS, NV 89102

This declaration goes 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 #
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	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 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	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 Urie M. Colona

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 #: 850-85-850086  
 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	TYPES 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	NC	PIF	NONOWN	EFT
1	10	012	30FS	0		.200	Y	N	N	N	Y	N	N	N
2	06	812	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
	30080/accdnt		
Property Damage	10000/accdnt	29.00	33.00
		-----	-----
FULL TERM PREMIUM		58.00	66.00

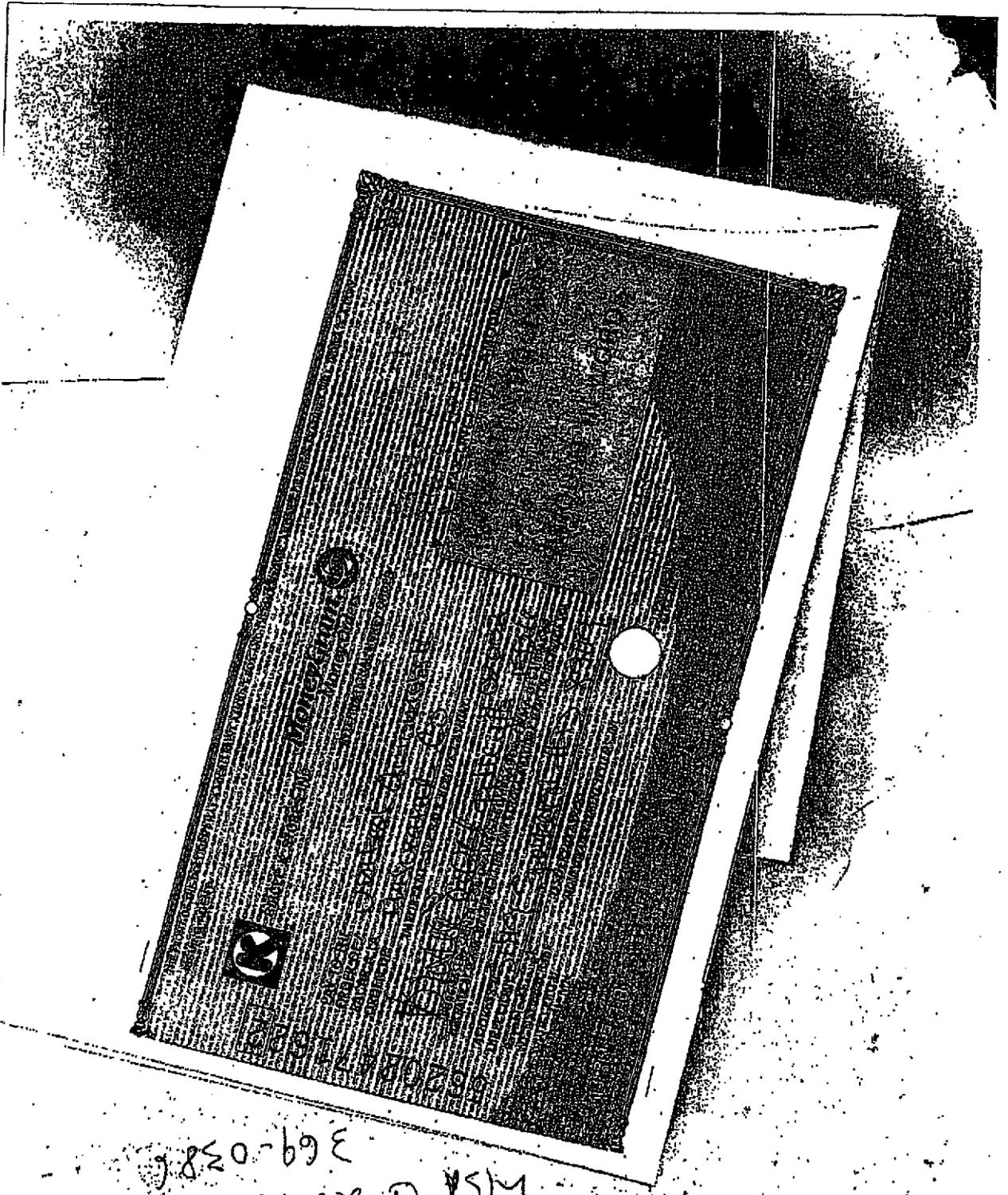
POLICY FEE 10.00

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 07/10/2007

By Ula M. Cabana

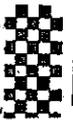


g 820-69E  
S BAY O YSM

001

E

09/2007 02:04 FAX 17028762801



511

**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

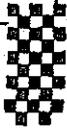
Check # \_\_\_\_\_ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



08/2007 02:38 FAX 17028762801

E

001

### Receipt of Payment

Tuesday, July 10, 2007 12:54 PM

# 10452

**US Auto Insurance Agency**  
 3909 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) 928-7884 Fax:  
 E-mail:

<b>Received By</b>	Aléx Perez
<b>Company</b>	UAIG - Auto Policy
<b>Payment Type</b>	Renewal
<b>Payment Method</b>	Money Order
<b>Policy Number</b>	nva21926
<b>Policy Period</b>	9/26/2007 To: 9/26/2008
<b>Premium</b>	\$94.00
<b>Amount Due</b>	\$134.00
<b>Amount Tendered</b>	\$134.00
<b>Change Returned</b>	\$0.00

**Receipt Notes**  
 Check Number

PowerManage Report: www.quotation.com © Copyright 2001-2007 Quotation Insurance Services, Inc.

*Lisa,*  
*Correct date*

\* \* \* 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-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

October 10, 2007

Christensen Law Offices  
1000 S. Valley View Blvd.  
Las Vegas, NV 89107

Re: Insured: Gary Lewis  
Claim Number: 0006000455 - 002 403  
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

\* \* \* 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  
9667778

RESULT. PAGE  
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 - 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.

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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  
14 NV 020021926

948-0919

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**  
3049 SPENCER ST D  
LAS VEGAS NV, 89118  
Tel: (826) 626-7854 Fax:  
E-mail:

Received By	Alex Perez
Company	UAIG - Auto Policy
Payment Type	Recoveral
Payment Method	Money Order
Policy Number	mrs21829
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

PowerEdge Reports: www.kaminhaber.com © Copyright 2001-2007 Quotation Insurance Services, Inc.

*Lisa,  
Correct date*

Exhibit #	5
W/T	MOLAR
Date:	8-30-10
County/State Reporting	
Sender Number #30248	

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,

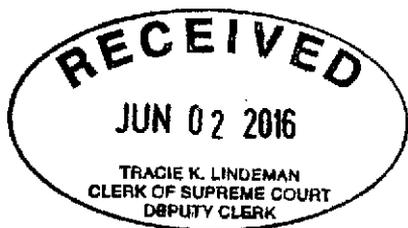
*Defendant-Appellee.*

*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,

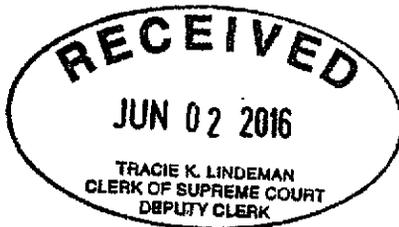
*Defendant-Appellee.*

*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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90	Defendant United Automobile Insurance Company’s Opposition to Plaintiffs’ Motion for Summary Judgment, Filed March 26, 2013	13
89	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, Filed March 26, 2013	48
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- |    |   |     |
|----|---|-----|
| 17 | 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 to Stay Discovery and Bifurcate Claims for Extra-Contractual Remedies; Finally, in the Alternative, Motion for Leave to Amend [without exhibits],<br>Filed March 18, 2010 | 882 |
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**Exhibit "C"**

MC

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

23 **REQUEST TO ADMIT NO. 1:** Admit that you had a policy of auto liability insurance with  
 24 United Automobile Insurance Company (hereinafter referred to as "UAIC") under policy  
 25 number NVA 020021926  
 26

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

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  
6 **RESPONSE NO. 2:** Plaintiff GARY LEWIS admits that he renewed his policy with UAIC on  
7 multiple occasions, including the renewed policy NVA 020021926, and that renewed policy  
8 NVA 020021926 indicated that the policy would expire on June 30, 2007. To the extent this  
9 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:** Plaintiff GARY LEWIS admits that he renewed his policy with UAIC on  
15 multiple occasions, and that UAIC sent GARY LEWIS another statement indicating its intent to  
16 renew his policy yet again, and that the renewal requested that payment be received on or before  
17 June 30, 2007. To the extent this request asks Plaintiff GARY LEWIS to admit anything further  
18 it is hereby denied.

19  
20 **REQUEST TO ADMIT NO. 4:** Admit that you did not remit any amount for renewal of UAIC  
21 policy number NVA 020021926 after June 12, 2007 and before June 30, 2007.

22  
23 **RESPONSE NO. 4:** Deny.

24 **REQUEST TO ADMIT NO. 5:** Admit that you did not remit any amount for renewal of UAIC  
25 policy number NVA 020021926 after June 30, 2007 and before July 10, 2007.

26  
27 **RESPONSE NO. 5:** Admit.  
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 incepted 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 "incepted" 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 27<sup>th</sup> 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**

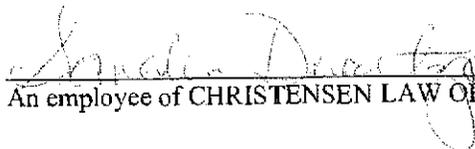
Pursuant to NRCP 5(b), I certify that I am an employee of CHRISTENSEN LAW OFFICES, LLC., and that on this 27 day of Oct, 2012, I served a copy of the foregoing ANSWERS TO REQUEST FOR ADMISSIONS as follows:

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 Plaintiffs, ) Case No.: 2:09-cv-1348  
12 vs. )  
13 UNITED AUTOMOBILE INSURANCE CO, )  
14 DOES I through V, and ROE CORPORATIONS )  
15 I through V, inclusive )  
16 Defendants. )  
17 )

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



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 **REQUEST TO ADMIT NO. 7:** Admit that on July 10, 2007 you paid a premium for UAIC  
5 Policy number NVA 030021926.

6 **RESPONSE NO. 7:** Admit

7 **REQUEST TO ADMIT NO. 8:** Admit that on July 10, 2007 UAIC Policy number NVA  
8 030021926 incepted for a policy term from that date until August 10, 2007.

9 **RESPONSE NO. 8:** Plaintiff GARY LEWIS admits that when he made his payment UAIC  
10 again renewed his policy. Plaintiff GARY LEWIS denies that any policy was "incepted" in July  
11 2007 as his policy was "renewed". the "Renewal Notice" of policy No. 020021926 stated there  
12 would be no lapse in coverage if payment was received before the expiration of the policy,  
13 which the "Renewal Notice" stated was July 31, 2007. Payment was made well in advance of  
14 July 31, 2007 and there was no lapse in coverage according to the "Renewal Notice". To the  
15 extent this request asks Plaintiff GARY LEWIS to admit anything further it is hereby denied.

16 **REQUEST TO ADMIT NO. 9:** Admit that on July 8, 2007 you had no automobile liability  
17 insurance with UAIC.

18 **RESPONSE NO. 9:** Deny. Plaintiff GARY LEWIS denies this request in its entirety and  
19 states that UAIC renewed GARY LEWIS' policy with UAIC on multiple occasions before July  
20 8, 2007, that UAIC had indicated its intent to renew GARY LEWIS' policy with UAIC again  
21 from June 30, 2007 through July 31, 2007 under policy No. 020021926, if payment was  
22 received prior to the expiration date of the policy, which the "Renewal Notice" said was July 31,  
23 2007. That UAIC never sent GARY LEWIS any notice of an intent to not renew GARY  
24  
25  
26  
27  
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"

**Eric Cook - 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 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

**Depo International, L.L.C.**  
**517 South Ninth Street, Las Vegas, NV 89101 (800) 982-3299**

**Eric Cook - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

Page 2

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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**Eric Cook - August 30, 2010  
Nalder vs. United Automobile Insurance Company**

Page 3

1 I N D E X

2 WITNESS:

3 ERIC COOK

4 EXAMINATION

5 Page Line

6 By Mr. Sampson 5 8

By Mr. Douglas 64 12

7 By Mr. Sampson 65 19

8

9

10 E X H I B I T S

11 Number Page Line

12 (No Exhibits Were Marked.)

13

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**Eric Cook - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

Page 4

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

16

17

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**Eric Cook - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

Page 6

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 wrecks 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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**Eric Cook - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

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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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**Eric Cook - August 30, 2010  
Nalder vs. United Automobile Insurance Company**

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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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**Eric Cook - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

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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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**Eric Cook - August 30, 2010  
Nalder vs. United Automobile Insurance Company**

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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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**Eric Cook - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

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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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**Eric Cook - August 30, 2010**  
**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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**Eric Cook - August 30, 2010**  
**Nalder vs. United Automobile Insurance Company**

Page 13

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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**Eric Cook - August 30, 2010**  
**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?

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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

Prepared by:  
Sandra L. Munter  
Certified Reporter  
Certificate No. 50348  
CANYON STATE REPORTING  
2415 East Camelback Road  
Suite 700  
Phoenix, Arizona 85016

(Original)

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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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1	I N D E X		
2	WITNESS:		
3	JAN COOK		
4	EXAMINATION		
5		Page	Line
6	By Mr. Sampson	5	8
	By Mr. Douglas	77	3
7			
8	E X H I B I T S		
9	Number	Page	Line
10	<b>A UAIC Web Page (7 pages)</b>	<b>38</b>	<b>15</b>
11			
12	<b>1 Original Policy Declarations (1 page)</b>	<b>44</b>	<b>1</b>
13	<b>2 Semi-Annual/Monthly Program Receipt of Payment (1 page)</b>	<b>46</b>	<b>22</b>
14			
15	<b>3 Revised Renewal Statement (1 page)</b>	<b>47</b>	<b>11</b>
16			
17	<b>4 Semi-Annual/Monthly Program Receipt of Payment (1 page)</b>	<b>47</b>	<b>21</b>
18			
19	<b>5 Renewal Statement (1 page)</b>	<b>48</b>	<b>5</b>
20	<b>6 Monthly/Semi-Annual/Annual Program Receipt of Payment (1 page)</b>	<b>48</b>	<b>16</b>
21			
22	<b>7 Renewal Statement (1 page)</b>	<b>49</b>	<b>1</b>
23			
24	<b>8 Monthly/Semi-Annual/Annual Program Receipt of Payment (1 page)</b>	<b>49</b>	<b>12</b>
25			

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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.  
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12

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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 --

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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.**  
 517 South Ninth Street, Las Vegas, NV 89101 (800) 982-3299

**Jan Cook - July 28, 2010**  
**Nalder vs. United Automobile Insurance Company**

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8 3:6,23 10:4 49:12,15 53:12 55:9 85016 1:24 85260 4:4 8800 4:3 89102 4:14 89107 4:10				

**Depo International, L.L.C.**  
**517 South Ninth Street, Las Vegas, NV 89101 (800) 982-3299**

# Exhibit "H"

**FILED**  
May 22 1 48 PM '09  
*E. J. [Signature]*  
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, )

Case No.: A-09-590967-C  
Dept No.: II

10 vs. )  
11 UNITED AUTOMOBILE INSURANCE CO, )  
12 DOES I through V, and ROE CORPORATIONS )  
13 I through V, inclusive )  
14 Defendants. )



**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, 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



- 1 a. Unreasonable conduct in investigating the loss;
- 2 b. Unreasonable failure to provide coverage for the loss;
- 3 c. Unreasonable delay in making payment on the loss;
- 4 d. Failure to make a prompt, fair and equitable settlement for the loss;
- 5 e. Unreasonably compelling Plaintiffs to retain an attorney before making payment
- 6 on the loss.

7 32. As a proximate result of the aforementioned breach of contract, Plaintiffs have suffered  
 8 and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus  
 9 continuing interest.

10 33. As a further proximate result of the aforementioned breach of contract, Plaintiffs have  
 11 suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of  
 12 pocket expenses, all to their general damage in excess of \$10,000.00.

13 34. As a further proximate result of the breach of contract, Plaintiffs were compelled to  
 14 retain legal counsel to prosecute this claim, and Defendants, and each of them, are liable for  
 15 their attorney's fees reasonably and necessarily incurred in connection therewith.

16 35. That Defendants, and each of them, owed a duty of good faith and fair dealing implied  
 17 in every contract.

18 36. That Defendants, and each of them, were unreasonable by refusing to cover the true  
 19 value of the claim of Cheyanne Nalder, wrongfully failing to settle within the Policy Limits  
 20 when they had an opportunity to do so, and wrongfully denying coverage.

21 37. That as a proximate result of the aforementioned breach of the implied covenant of  
 22 good faith and fair dealing, Plaintiffs have suffered and will continue to suffer in the future,  
 23 damages in the amount of \$3,500,000.00 plus continuing interest.

24

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  
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22 ///

23 ///

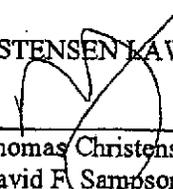
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5. For such other and further relief as this Court deems just and proper.

DATED this 17 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



**Exhibit "I"**

706

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;

CASE NO.: 2:09-cv-01348 -  
 DEPT. NO.: ECR - GWF

11 Plaintiffs,

**DEFENDANT UNITED AUTOMOBILE  
 INSURANCE COMPANY'S ANSWER  
 AND AFFIRMATIVE DEFENSES TO  
 PLAINTIFF'S COMPLAINT**

12 vs.

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

**(JURY DEMAND REQUESTED)**

15 Defendants.

ATKIN WINNER & SHERROD  
 ATTORNEYS AT LAW  
 1117 SOUTH RANCHO DRIVE  
 LAS VEGAS, NEVADA 89102  
 PHONE (702) 243-7000 FACSIMILE (702) 243-7059

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

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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

Defendant alleges that the allegations contained in the Plaintiffs' Complaint failed to state  
25 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 5<sup>th</sup> and 14<sup>th</sup> 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

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1 that punitive damages, under Nevada law, violates Defendant's right of equal protection of the  
2 laws under the 14<sup>th</sup> 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

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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 6<sup>th</sup> 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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Attorneys for Defendant,  
UNITED AUTOMOBILE Insurance Company

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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,

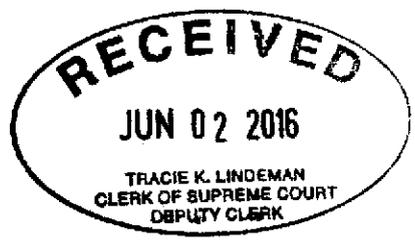
*Defendant-Appellee.*

*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  
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for the  
**Ninth Circuit**

**FILED**

MAY 23 2014

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JAMES NALDER,  
Guardian Ad Litem on behalf of Cheyanne Nalder,  
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*Plaintiffs-Appellants,*

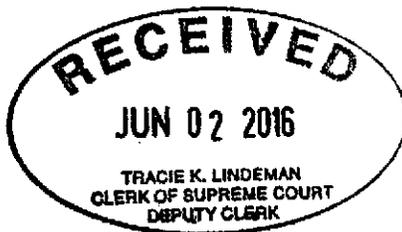
v.

UNITED AUTOMOBILE INSURANCE COMPANY,

*Defendant-Appellee.*

*Appeal from a Decision of the United States District Court for the District of Nevada,  
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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United Automobile Insurance Company*



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- 17 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 to Stay Discovery and Bifurcate Claims for Extra-Contractual Remedies; Finally, in the Alternative, Motion for Leave to Amend [without exhibits],  
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- 12 Defendant’s Motion to Overrule Objections and Compel Plaintiff’s Answers to Written Interrogatories and Request for Production Under FRCP 37(a)(3)(B)(iii) [without exhibits],  
Filed February 5, 2010 900

# Exhibit "J"

2:09-cv-1348-ECR-GWF - December 7, 2010

1 APPEARANCES:

2 For Plaintiffs Gary Lewis and James Nalder:

3           **DAVID F. SAMPSON, ESQ.**  
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8 For Defendant United Automobile Insurance Company:

9           **MATTHEW JOHN DOUGLAS, ESQ.**  
10           **THOMAS E. WINNER, ESQ.**  
11           Atkin Winner & Sherrod  
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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.

FELICIA R. ZABIN, FCRR, RPR, CCR 478 (702) 676-1087

2:09-cv-1348-ECR-GWF - December 7, 2010

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.

FELICIA R. ZABIN, FCRR, RPR, CCR 478 (702) 676-1087

2:09-cv-1348-ECR-GWF - December 7, 2010

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

FELICIA R. ZABIN, FCRR, RPR, CCR 478 (702) 676-1087

2:09-cv-1348-ECR-GWF - December 7, 2010

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?

FELICIA R. ZABIN, FCRR, RPR, CCR 478 (702) 676-1087

2:09-cv-1348-ECR-GWF - December 7, 2010

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 cancellati  
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 --

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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

1 MATTHEW J. DOUGLAS  
Nevada Bar No. 11371  
2 ATKIN WINNER & SHERROD  
1117 S. Rancho Drive  
3 Las Vegas, Nevada 89102  
Phone (702) 243-7000  
4 Facsimile (702) 243-7059

5 Attorneys for United Automobile Insurance Company

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;

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

11 Plaintiffs,

12 vs.

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

**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**

15 Defendants.  
16  
17

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

ATKIN WINNER & SHERROD  
ATTORNEYS AT LAW  
1117 S. RANCHO DRIVE  
LAS VEGAS, NEVADA 89102  
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.

ATKIN WINNER & SHERROD  
ATTORNEYS AT LAW  
1117 S. RANCHO DRIVE  
LAS VEGAS, NEVADA 89102  
PHONE (702) 243-7000 FACSIMILE (702) 243-7059

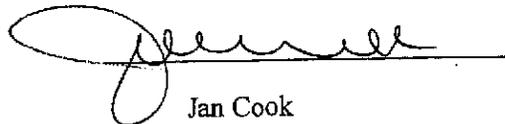
1           7.     The claim file further reveals that the Nalders' and their Counsel were informed  
2 in writing again, on November 1, 2007, that no coverage existed for Lewis on the date of the  
3 accident, July 8, 2007, as his policy had expired June 30, 2007 and no new policy term was  
4 incepted 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           9.     That the UAIC policies only cover losses which occur within the policies term  
10 periods.

11  
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

19  
20  
21  
22  
23  
24  
25  
26

EXHIBIT A

834



**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

1 MATTHEW J. DOUGLAS  
Nevada Bar No. 11371  
2 ATKIN WINNER & SHERROD  
1117 S. Rancho Drive  
3 Las Vegas, Nevada 89102  
Phone (702) 243-7000  
4 Facsimile (702) 243-7059

5 Attorneys for United Automobile Insurance Company

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  
COMPANY, DOES I through V, and ROE  
14 CORPORATIONS I through V, inclusive

15 Defendants.  
16

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**

ATKIN WINNER & SHERROD  
ATTORNEYS AT LAW  
1117 S. RANCHO DRIVE  
LAS VEGAS, NEVADA 89102  
PHONE (702) 243-7000 FACSIMILE (702) 243-7059

17 I, Denise Davis, declare:

18 I. That I am employed as the Western Regional Marketing and Underwriting  
19 Manager at United Automobile Insurance Company ("UAIC"). I make this declaration in support  
20 of UAIC's Motion for Summary Judgment and, alternatively Motion to Dismiss Nalder or,  
21 further in the alternative, Motion to Bifurcate and Stay Claims for Extra-Contractual remedies. I  
22 have personal knowledge of the facts set forth below and, if called as a witness, could and would  
23 competently testify to them under oath.  
24  
25  
26

ATKIN WINNER & SHERROD  
ATTORNEYS AT LAW  
1117 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           4.     A true and accurate copy of the declaration page and policy for UAIC policy term  
12 number NVA 020021926, kept in the usual and ordinary course of business by UAIC, is attached  
13 hereto as Exhibit 'A.'

14  
15           5.     That the underwriting file reveals that UAIC Policy term number NVA  
16 020021926 expired, per it stated term, on June 30, 2007.

17  
18           6.     That the underwriting file reveals that Gary Lewis did not send payment for a new  
19 policy term of insurance to UAIC prior to the expiration of policy term number NVA 020021926  
20 on June 30, 2007.

21           7.     A true and accurate copy of the renewal notice for UAIC policy number NVA  
22 020021926, sent on June 11, 2007 to Lewis, kept in the usual and ordinary course of business by  
23 UAIC, is attached hereto as Exhibit 'B.'

24  
25  
26

ATKIN WINNER & SHERROD  
ATTORNEYS AT LAW  
1117 S. RANCHO DRIVE  
LAS VEGAS, NEVADA 89102  
PHONE (702) 243-7000 FACSIMILE (702) 243-7059

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  
24 15. The underwriting file also reveals that the only parties to UAIC insurance policy  
25 terms NVA 020021926 and NVA 030021926 were Gary Lewis, Kristin Scott and UAIC.

26

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Executed this 8<sup>th</sup> day of December, 2009, in Scottsdale, Arizona.



Danice Davis

ATKIN WINNER & SHERROD  
ATTORNEYS AT LAW  
1117 S. RANCHO DRIVE  
LAS VEGAS, NEVADA 89102  
PHONE (702) 243-7000 FACSIMILE (702) 243-7099

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**CERTIFICATE OF ELECTRONIC SERVICE**

I DO HEREBY CERTIFY that I am an employee of ATKIN WINNER & SHERROD and on the 26<sup>th</sup> 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

1888-RC POLICY ENDORSEMENTS 19  
 MONTHLY NEVADA PERSONAL AUTO POLICY  
 UNITED AUTOMOBILE INSURANCE-NV  
 P.O. BOX 15007  
 702-369-0312  
 LAS VEGAS, NV 89114-5007

31 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.  
 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

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
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.
Sodily Injury	15000/person 30000/accdnt	29.00
Property Damage	10000/accdnt	29.00
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 and 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**

<b>NO DUPLICATION, STACKING OR COMBINING OF UNINSURED MOTORIST BODILY INJURY COVERAGE</b>
<p>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.</p> <ul style="list-style-type: none"><li>(1) The limits of liability shown in the Declarations for Uninsured Motorists Coverage or Underinsured Motorists Coverage apply subject to the following:<ul style="list-style-type: none"><li>(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.</li><li>(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.</li></ul></li><li>(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.</li><li>(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:<ul style="list-style-type: none"><li>(a) workers' compensation law, or</li><li>(b) disability benefits law.</li></ul></li><li>(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.</li><li>(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.</li><li>(6) No one will be entitled to receive duplicate payments for the same elements of loss.</li></ul> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"><li>(1) insured persons;</li><li>(2) claims;</li><li>(3) claimants;</li><li>(4) policies; or</li><li>(5) vehicles involved in the accident.</li></ul>

**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

Case 2:09-cv-01348-RCJ-GWF Document 10 Filed 03/18/10 Page 25 of 31  
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 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

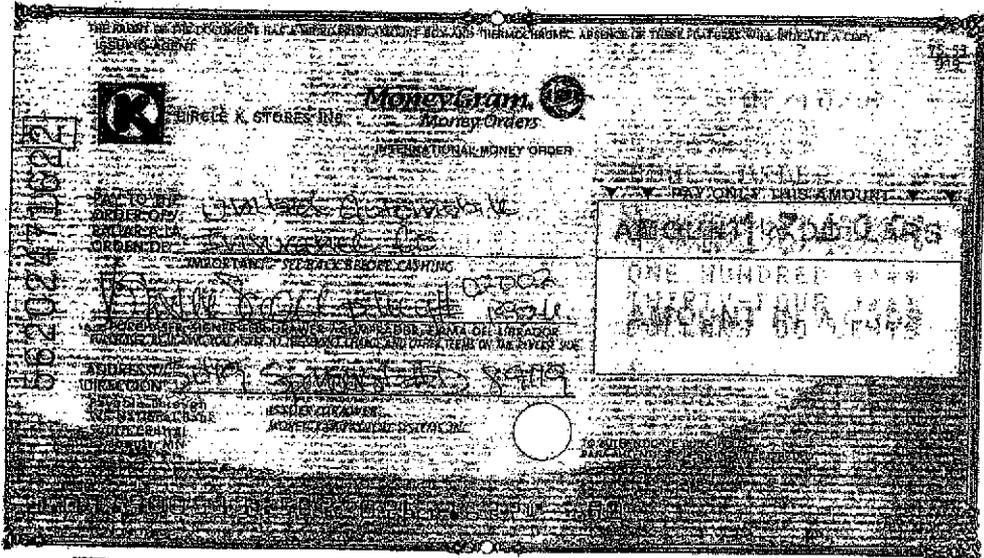
Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**AUTO INSURANCE AGENCY**  
PROTECTION YOU CAN TRUST



3415 W. Craig Rd. #202, Las Vegas NV 89032  
(702) 647.8448 FAX: 647.3751

3305 W. Sahara Ste. #4 Las Vegas NV 89102  
(702) 876.0072 FAX: 876.2801

865

**DEPOSIT TICKET**

Wells Fargo Bank, N.A.  
 Nevada  
 wells Fargo.com

DATE 7/10/07

	DOLLARS	CENTS
CURRENCY	847	
COIN		66
CHECKS LIST EACH SEPARATELY		
1 MO	134	8
2 CHK	108	6
3 MO	53	10
4		
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17		
<b>TOTAL</b>	<b>1143</b>	<b>14</b>

U.S. AUTO INSURANCE AGENCY, INC.  
 PREMIER FUND ACCOUNT  
 3415 NW CRAIG ROAD  
 STE 202  
 N. LAS VEGAS, NV 89132

TOTAL ITEMS

\$ 1143.14

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

Prepared By [Signature]  
 Verified By \_\_\_\_\_

⑆5835103931⑆ 1939933151⑆

36202471842

THE FRONT OF THE CHECKS MUST HAVE AVOIDED ANY RED, RED-D, AND TRANSPARENT MARKS OF THE FOLLOWING TYPE: STAMPS, MARKS, AND OTHER MARKS.

**MONISTEYUM**  
 MONEY ORDERS

PAY TO THE ORDER OF WELLS FARGO BANK, N.A.  
 ORDER NO. 1939933151  
 ORIGINAL - SERIAL NO. 00000000000000000000  
 ADDRESS: 3415 NW CRAIG ROAD, STE 202, N. LAS VEGAS, NV 89132  
 DIRECTOR: [Signature]

WELLS FARGO BANK, N.A.  
 1258

WELLS FARGO BANK  
 TRANSACTION RECORD

Store # 07454 11

Account Number  
 XXXX-XX3451

125

Transaction # 098 0096  
 1913M 07/11/07 Credited 07/11/07

Thank you for banking with Wells Fargo!

Thank you, Regina

EXHIBIT D

-013899741-0001  
 MONTHLY NEVADA PERSONAL AUTO POLICY  
 UNITED AUTOMOBILE INSURANCE-NV  
 P.O. BOX 15007  
 702-369-0312  
 LAS VEGAS, NV 89114-5007

1 of 31 1

POLICY #: NVA 030021926  
 AGENT #: 850-85-850006  
 DATE PROCESSED: July 10, 2007

COVERED 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/accdnt		
Property Damage	10000/accdnt	29.00	33.00
		-----	-----
FULL TERM PREMIUM		58.00	66.00

POLICY FEE	10.00	TOTAL CHARGES	134.00
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ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 07/10/2007 By *Glenn M. Cabrera*

868

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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,	)	<u>Order</u>
	)	
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

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 Pioche<sup>1</sup>, 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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<sup>1</sup> 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.

1 **II. Summary Judgment Standard**

2 Summary judgment allows courts to avoid unnecessary trials  
3 where no material factual dispute exists. N.W. Motorcycle Ass'n v.  
4 U.S. Dep't of Agric., 18 F.3d 1468, 1471 (9th Cir. 1994). The court  
5 must view the evidence and the inferences arising therefrom in the  
6 light most favorable to the nonmoving party, Bagdadi v. Nazar, 84  
7 F.3d 1194, 1197 (9th Cir. 1996), and should award summary judgment  
8 where no genuine issues of material fact remain in dispute and the  
9 moving party is entitled to judgment as a matter of law. FED. R.  
10 Civ. P. 56(c). Judgment as a matter of law is appropriate where  
11 there is no legally sufficient evidentiary basis for a reasonable  
12 jury to find for the nonmoving party. FED. R. Civ. P. 50(a). Where  
13 reasonable minds could differ on the material facts at issue,  
14 however, summary judgment should not be granted. Warren v. City of  
15 Carlsbad, 58 F.3d 439, 441 (9th Cir. 1995), cert. denied, 116 S.Ct.  
16 1261 (1996).

17 The moving party bears the burden of informing the court of the  
18 basis for its motion, together with evidence demonstrating the  
19 absence of any genuine issue of material fact. Celotex Corp. v.  
20 Catrett, 477 U.S. 317, 323 (1986). Once the moving party has met  
21 its burden, the party opposing the motion may not rest upon mere  
22 allegations or denials in the pleadings, but must set forth specific  
23 facts showing that there exists a genuine issue for trial. Anderson  
24 v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). Although the  
25 parties may submit evidence in an inadmissible form - namely,  
26 depositions, admissions, interrogatory answers, and affidavits -  
27 only evidence which might be admissible at trial may be considered

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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  
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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.

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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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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  
28

1           1. Subject to subsection 2, a policyholder has a right to  
2           have his or her policy renewed, on the terms then being  
3           applied by the insurer to persons, similarly situated, for  
4           an additional period equivalent to the expiring term if the  
5           agreed term is 1 year or less, or for 1 year if the agreed  
6           term is longer than 1 year, unless:

7           . . .

8           (b) At least 30 days for all other policies,  
9           before the date of expiration provided in the policy the  
10          insurer mails or delivers to the policyholder a notice of  
11          intention not to renew the policy beyond the agreed  
12          expiration date. If an insurer fails to provide a timely  
13          notice of nonrenewal, the insurer shall provide the insured  
14          with a policy of insurance on the identical terms as in the  
15          expiring policy.

16          Plaintiffs argues that Nev. Rev. Stat. § 687B.340 indicates how  
17          favorable the law is to the insured, and that there is no mention in  
18          the statute that payment is a prerequisite to a policyholder's  
19          "right to have his or her policy renewed." It is true that the  
20          Nevada statute does not include a provision similar to the one in  
21          the Montana statute providing that the section does not apply when  
22          the insured has "failed to discharge when due any of his obligations  
23          in connection with the payment of premiums for the policy, or the  
24          renewal therefor . . . ." White, 563 F.2d at 974 n.3. The Montana  
25          statute also stated that the section does not apply "[i]f the  
26          insurer has manifested its willingness to renew." Id.

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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  
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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.

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**

16  
 17  
 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 ///

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25 ///

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28

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1 DATED this 10<sup>th</sup> 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*  
*'C' & 'E', respectively.*

25 Additionally, the plaintiffs had refused to produce any proof that the Nalder plaintiffs had  
26 any standing to sue this defendant, necessitating a Motion to Compel and request for sanctions.  
27 In response to this motion, the plaintiff finally produced an 'Assignment' which purports to  
28

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1 assign Plaintiff Lewis' chose in action to the Nalder Plaintiffs' – but, which was entered into on  
2 February 28, 2010<sup>1</sup>. *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 <sup>1</sup> 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.

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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 10<sup>th</sup>, 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 10<sup>th</sup>, 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 10<sup>th</sup>, 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

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 (9<sup>th</sup> 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 30<sup>th</sup>, 2006 if Plaintiff did not renew the policy. Plaintiff admits he did not tender premium payment for a new policy – beginning July 1, 2007 –

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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.

24  
25  
26  
27 ///  
28

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 (9<sup>th</sup> 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

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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  
28

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 (9<sup>th</sup> 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

29 The "genuine dispute" doctrine protects insurers from bad faith claims where the insurer  
30 can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001 U.S.  
31 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

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

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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 18<sup>th</sup> day of March, 2010.

19 ATKIN WINNER & SHERROD

20 

21 \_\_\_\_\_  
22 Thomas E. Winner  
23 Nevada Bar No. 5168  
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25 Nevada Bar No. 11371  
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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,

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)**

12 Plaintiffs,

13 vs.

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

16 Defendants.

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 4<sup>th</sup> day of February, 2010.

23 ATKIN WINNER & SHERROD

24 /s/ Matthew J. Douglas

25  
26 Thomas E. Winner  
Nevada Bar No. 5168  
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**POINTS AND AUTHORITIES**

**I.**

**INTRODUCTION**

1  
2  
3  
4 Defendant has very little information regarding the subject accident Plaintiff's maintain  
5 underlie this suit but, it appears that Gary Lewis was operating his vehicle in Pioche, Nevada on  
6 July 8, 2007 wherein he struck minor pedestrian, Cheyenne Nalder. Thereafter, Nalder was  
7 transported for emergency medical attention wherein she apparently has incurred medical  
8 specials in the amount of \$65,555.37.

9 At the time of the loss, July 8, 2007, Lewis' insurance policy, number NVA 020021926, with  
10 Defendant United Automobile Insurance Company had expired, per its terms, on June 30, 2007  
11 and, as such, was not in effect on the date of loss. Although, United Automobile had mailed a  
12 renewal notice to Gary Lewis to renew his policy beginning July 1, 2007, no renewal premium  
13 was received prior to June 30, 2007. It was only after the loss occurred, on July 8, 2007, that  
14 Lewis presented a money order for payment of his premium for a new policy, on July 10<sup>th</sup>, 2007.  
15 At that time a new policy term, number NVA 030021926, was initiated with a term of July 10,  
16 2007 to August 10<sup>th</sup>, 2007 As such, it is Defendant's contention that the loss that belies this  
17 suit occurred during the period of non-coverage that existed from June 30, 2007 to July 10<sup>th</sup>,  
18 2007.

19 Plaintiffs' were informed of the fact that no coverage was in force for the loss. Thereafter,  
20 Plaintiff James Nalder, as guardian of Cheyenne Nalder, then filed suit in the Clark County  
21 District Court on October 9, 2007 under suit number A549111. On December 13, 2007 a default  
22 was taken against Lewis for failure to appear. On May 15, 2008 Plaintiff's petitioned the Court  
23 for a default Judgment in the amount of \$3.5 million. On May 16, 2008 the plaintiff's attempted  
24 to amend that petition to seek \$5 million. On June 2, 2008 the court entered a default judgment  
25 against Lewis for \$3.5 million.

26 Thereafter, on May 22, 2009 Nalder and Lewis filed the present suit against the Defendant  
27 seeking payment of the \$3.5 million default judgment against Lewis. Plaintiffs have also made  
28

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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.

23  
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

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 Plaintiffs 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. Plaintiffs objection to provide  
16 these as 'overly broad and burdensome' are improper given Plaintiffs claim that he paid his  
17 premium. This same line of reasoning holds true for Plaintiffs 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 Plaintiffs 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

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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 Plaintiffs 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. Plaintiffs objection to provide these as 'overly broad and  
17 burdensome' are improper given Plaintiffs 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 Plaintiffs 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 Plaintiffs 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. McClland, 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<sup>h</sup> 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