Michael Vasquez
Blue Streak Auto Detailing
June 6, 2009
Page 2 of 4

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households while used in your garage business.

SECTION II – LIABILITY COVERAGE

A. Coverage

* * *

2. **"Garage Operations" – Covered "Autos"**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

SECTION VI – DEFINITIONS

B. "Auto" means a land motor vehicle, "trailer" or semitrailer.

H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section 1 of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

Please not that your Ford F 150 would not be consider a covered "auto" as described by Symbol 29 above because it was not being used in your garage business at the time of the accident. Moreover, your policy only responds to claims arising out of your "garage operations", and since you were not engaged in any activities related to your business at the time of the accident, coverage is further precluded.

Based upon the foregoing, Century Surety Company disclaims all coverage under the policy.

Please be advised that we reserve all rights under the policy and applicable state laws of Nevada to review any additional claims, amendments to this claim, or lawsuits filed in connection with this matter, to make a separate determination as to whether a defense, or indemnity, might be provided by the Company. It is possible that we might provide a defense, or indemnity, on a new claim or lawsuit. Our decision on coverage is based on the information supplied to date and should not be construed as applicable to a new claim or lawsuit. Our right to have notice of either situation is reserved, as are the notice conditions of the policy.

Century Surety Company does not limit its right to assert limitations on coverage to the provisions of the policy set forth above. Rather, it reserves its rights to enforce any and all of the provisions, including policy conditions, contained in the policy. Century Surety Company specifically reserves the right to bring an action to declare the obligations and responsibilities of the parties hereto under the contract of insurance in questions, at any time after the date of this letter.

We regret that we could not be of assistance to you in this particular instance, but hope you understand that we must be guided by the language contained in the policy to determine whether or not coverage exists for a particular loss, claim or suit. If you feel that we are incorrect in our assessment of the coverage issues, we will be more than happy to further review this matter.

Should you have any information that is contrary to what is expressed above, or if you have any questions, comments or objections, please contact the undersigned at 502-445-5958.

Sincerely,

CENTURY SURETY COMPANY

Charles G. Holland, Jr., CIC
Senior Claims Examiner

CGH/mk

cc: The Harris Agency
5105 South Durango Dr., Suite 100
Las Vegas, NV 89113

Heritage General Agency Insurance Services
The Ernst & Young Bldg.
725 S. Figueroa St., 18th Floor
Los Angeles, CA 90017

Michael Vasquez
Blue Streak Auto Detailing
June 5, 2008
Page 4 of 4

WARNING
(Nevada)

If a hospital submits to an insurer the form commonly referred to as the "UB-82," the form must contain or be accompanied by a statement in substantially the following form: "Any person who misrepresents or falsifies essential information requested on this form may, upon conviction, be subject to a fine and imprisonment under state or federal law, or both."
If a person who is licensed to practice one of the health professions regulated by Title 54 of NRS submits to an insurer the form commonly referred to as "HCFA-1500" for a patient who is not covered by any governmental program which offers insurance coverage for health care, the form must be accompanied by a statement in substantially the following form: "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."
Revised 10/05/06

Marjorie Kilwine

From:	Jim Karp
Sent:	Friday, June 05, 2009 1:06 PM
To:	Claims Transcription
Cc:	Charles Holland
Subject:	FW: 61367, Disclaimer

Letter is now approved.

From:	Jim Karp
Sent:	Thursday, June 04, 2009 9:55 AM
To:	Charles Holland
Subject:	FW: 61367, Disclaimer

Charles - before I approve this, I would like to review your i/a report, which I assume is on the way? I want to make sure all of the issues in my 3/31/09 CSR comment have been addressed, particularly vehicle ownership and the type of business the insured operates (corporation or sole proprietorship). Please let me know when the report comes in. Thanks.

From:	Marjorie Kilwine
Sent:	Friday, May 29, 2009 8:46 AM
To:	Jim Karp
Cc:	Charles Holland
Subject:	RE: 61367, Disclaimer

)61367 (Disclaimer)
Blue Stree...

Margie Kilwine
mkilwine@centurysurety.com
602-216-6597
800-840-0265

From:	Charles Holland
Sent:	Thursday, May 28, 2009 4:03 PM
To:	Claims Transcription
Subject:	61367, Disclaimer

Please proof, indent the coverage parts, see definitions, Then to Jim karp for approval, thanks

- << File: 61367(Disclaimer)Vasquez(28May09).doc >>

Andrew v CSC
CF000051

CSC000061

PL000400

PA 00879

Charles Holland

From: Eva McAleese [emcaleese@dynamicclaims.com]
Sent: Tuesday, June 09, 2009 9:12 AM
To: Charles Holland
Subject: Claim 01061367 / DCS File NV-30969

Dear Mr. Holland,

RE: **Claim Blue Streak Auto Detailing LLC**

Please find attached our Final Invoice:

Claim	**01061367**
Invoice	**30126**
DCS File	**514.50**
Date	**06-08-09**
Amount	**$ 514.50**

Please review at your earliest convenience and process for payment.

Thank You,

Eva McAleese

Eva McAleese | Dynamic Claims Services, Inc.
Office Assistant | Claims Management | Auditing | Consulting
Office: +1 (949) 474-0040 x24 | 2 Corporate Park, Suite 20[illegible]
Toll Free: +1 (800) DCS-0299 | Irvine, CA 92606-5103 USA
Fax: +1 (949) 474-0050
EMcAleese@DynamicClaims.com | www.DynamicClaims.com

DYNAMIC CLAIMS SERVICES, INC.

Offices throughout California, Arizona & Nevada
California Adjuster License No. 2C91275
2 Corporate Park, Suite 201 • Irvine, California 92606 • 949-474-2800 • Fax 949-474-0050
E-mail: [illegible] • Web: [illegible]

CCHJr. 06/09/2009
11:03 OK to Pay

INVOICE

Century Insurance Group
Post Office Box 163340
Columbus, OH 43216-3340

DCS Federal Tax ID#: 33-0756388
Invoice Date: 06/08/2009
Invoice Number: 50126

Issued Payment
BABUSSAR
06/09/2009 14:12

Attention: Charles Holland

FINAL SERVICE INVOICE

RE: Your Claim No.	:	01061367
Your Insured	:	Blue Streak Auto Detailing LLC
Date of Loss	:	03/26/2009
Claimant	:	Ryan Terry Sueper
DCS File No.	:	NV-030962-MC

SERVICES:	$514.50
TOTAL DUE FOR SERVICES	$514.50

WE THANK YOU FOR YOUR BUSINESS.

Payable upon receipt
Finance Charge: 1.5% per month interest on all accounts over 30 days
Tax ID 33-0756388

Andrew v CSC
CF000083

CSC000083

PL000402

PA 00881

Page No.: 1

DCS File Number : NV-030969-MC
Your Claim Number : 01061367

Invoice Number : 30126
Invoice Date : 06/08/2009

Work Date	Emp	Description	Hours	Miles	Expense
03/31/2009	MC	Receive/review new claim file	0.50		
03/31/2009	MC	Secured and reviewed Secretary of State information on insured business.	0.30		
03/31/2009	MC	Secured and reviewed Clark County information on Insured business license.	0.40		
03/31/2009	MC	Attempt contact Insured via t/c;l/m	0.10		
04/08/2009	MC	Received and reviewed e-mail from and toclient,Holland	0.40		
04/20/2009	MC	Attempt contact Insured via t/c;l/m	0.10		
04/27/2009	MC	E-mail to Claimant.	0.20		
04/27/2009	MC	Attempt contact Insured via t/c;l/m	0.10		
04/27/2009	MC	Contact Insured via t/c,secured R/S.	0.80		
04/27/2009	MC	R/S Summary	0.50		
05/01/2009	MC	Update E-mail to adjuster,Holland.	0.20		
05/04/2009	MC	Received and reviewed fax/e-mail from client,Holland.	0.20		
06/04/2009	MC	Report with enclosures to client.	1.10		
06/05/2009	MC	T/C with Client re close file.	0.00		

Androw v CSC
CF000084

CSC000084

08/10/2009 10:19 AM 95618_51528

61367

U.S. Postal Service
CERTIFIED MAIL RECEIPT

7171 1234 5650 2001 9053

Postage	$0.42	Postmark Here
Certified Fee	$2.70	
Return Receipt Fee (Endorsement Required)	$2.20	
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.32	

Sent To: Michael Vasquez
Blue Streak Auto Detailing
Street, Apt. No.; or PO Box No.: 3679 E Post Road, Suite B
City, State, ZIP+4: Las Vegas, NV 89120

Code: Corresp
Code2: Outgoing
File: 07-461367

OSC000086

Andrew v OSC
OF000088

06/11/2009 02:00 PM 96013_61540

CENTURY SURETY COMPANY
CLAIMS ACCOUNT
465 Cleveland Avenue
WESTERVILLE, OHIO 43082
(614) 895-2000

WARNING

CHASE
Columbus, Ohio 43271

788328

00788328

PAY
********514 DOLLARS 50 CENTS

TO THE ORDER OF
DYNAMIC CLAIMS SERVICES, INC.
2 CORPORATE PARK
SUITE 201
IRVINE, CA 92606

DATE 06/09/2009

AMOUNT

*****514.50

Void After 90 Days

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

01-061367

CENTURY SURETY COMPANY-CLAIMS

788328

IN PAYMENT OF: INV.#30126

00788328

CLAIM #01-061367,POLICY #01CCP50286901, EF 6/27/2008, AGENT # 5718
194, DL 1/12/2009, DR 3/27/2009, /EXP/E/CCHOLLAN
INSUREDS: BLUE STREAK AUTO DETAILING
CLAIMANT: PRETNER, RYAN TERRY

DYNAMIC CLAIMS SERVICES, INC.
2 CORPORATE PARK
SUITE 201
IRVINE, CA 92606

AMOUNT $514.50

CENTURY SURETY COMPANY-CLAIMS

788328

IN PAYMENT OF: INV.#30126

00788328

CLAIM #01-061367,POLICY #01CCP50286901, EF 6/27/2008, AGENT # 5718
194, DL 1/12/2009, DR 3/27/2009, /EXP/E/CCHOLLAN
INSUREDS: BLUE STREAK AUTO DETAILING
CLAIMANT: PRETNER, RYAN TERRY
DYNAMIC CLAIMS SERVICES, INC.
2 CORPORATE PARK
SUITE 201
IRVINE, CA 92606
DYNAMIC CLAIMS SERVICES, INC.
2 CORPORATE PARK
SUITE 201
IRVINE, CA 92606

AMOUNT $514.50

06/12/2009 03:48 P70 25843_51578

2. Article Number	COMPLETE THIS SECTION ON DELIVERY
7171 1234 5650 3001 9053	A. Signature X [signature] ☒ Agent ☐ Addressee
	B. Received by (Printed Name) — C. Date of Delivery 6/8/09
1. Article Addressed to:	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No
Michael Vasquez Blue Streak Auto Detailing 3575 E Post Road, Suite B Las Vegas, NV 89120	3. Service Type ☒ Certified
	4. Restricted Delivery? (Extra Fee) ☐ Yes

~~Code: Consent~~
Code2: Outgoing
File: 01-101397

Domestic Return Receipt

Andrew v CSC
CF000087

CSC000087

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No.

CENTURY INSURANCE GROUP
CLAIMS DEPARTMENT
PO BOX 163340
COLUMBUS, OH 43216-3340

Andrew v CSO
CF000088

CSC000088

CENTURY INSURANCE
A SUBSIDIARY OF MEADOWBROOK INSURANCE GROUP

June 15, 2009

Sylvia L. Esparza, Esq.
3340 E. Pepper Lane, Suite 105
Las Vegas, NV 89120

RE: **Claim No.:** 01-061367
Insured: Blue Streak Auto Detailing
Claimant: Ryan Terry Pretner
Date of Loss: March 26, 2009

Dear Ms. Esparza:

We received your letter of May 26, 2009 on June 2, 2009. In response to your letter, enclosed you will find our disclaimer letter to the insured.

Advise should you have any questions or items you wish Century to consider.

Sincerely,

CENTURY INSURANCE

Charles C. Holland, Jr., CIC
Senior Claims Examiner

CCH/jt

Enclosure – Copy of Disclaimer dated 6/5/09

Charles C. Holland, Jr., CIC
Senior Claims Examiner
cholland@centurysurety.com | 800-840-0062
Mailing Address: P.O. Box 163340 Columbus, Ohio 43216-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85255
Phone: 888-651-3424 Fax: 614-895-7040 Website: www.centurysurety.com

Jan Taylor

From: Charles Holland
Sent: Monday, June 15, 2009 6:44 AM
To: Claims Transcription
Subject: 61387 Letter

Letter is good to go, please enclose a copy of the Disclaimer sent on 6/5/2009 from IR, do not enclose the approval, just the letter, thanks.

06/21/2010 14:48 Fountes & Associates (FAX)702 450 9925 P.001/002

Existing Claim/New Suit
Tasked to Charles Holland/Jim Karp/John Wilcox/Processing/Daniel Mayer
03/04/2011 09:20 CALORING

[illegible] Esparza
3340 E. Pepper Lane, Suite 103
Las Vegas, NV 89120
Tel: 702-853-0233
Fax: 702-853-0234

Facsimile transmittal

Date:	6/21/2010	Time:	9:20 AM
To:	Century Insurance Group	Sent by:	Sylvia L. Esparza, Esq.
Attn:	Charles G. Holland, Jr., CIC		
Fax:	(614) 498-7040	No. of Pages (including cover):	2
Re:	Ryan T. Prather		
Case Name:		Case No:	

☐ For Review ☐ Please Comment ☐ Please Call Upon Receipt

☐ Original Will Follow ☐ Original Will Not Follow ☐ Please Reply ______

The information contained in this facsimile is confidential and may also be attorney privileged. The information is intended for the use of the individual or entity to whom it is addressed and others who have been specifically authorized to receive it. If you are not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address above via the postal service. Thank you for your cooperation.

IF YOU DO NOT RECEIVE ALL PAGES OR IF UNCLEAR, PLEASE CONTACT US IMMEDIATELY.

REMARKS

Law Office of
Sylvia L. Esparza
3340 E. Pepper Lane, Suite 105
Las Vegas, NV 89120
Tel: 702-853-0233
Fax: 702-853-0234

Facsimile transmittal

Date:	6/21/2010	Time:	9:20 AM
To:	Century Insurance Group	Sent by:	Sylvia L. Esparza, Esq.
Attn:	Charles O. Holland, Jr., CIC		
Fax:	(614) 888-7340	No. of Pages (including cover):	2
Re:	Ryan T. Pretner		
Case Name:		Case No:	

☐ For Review ☐ Please Comment ☐ Please Call Upon Receipt

☐ Original Will Follow ☐ Original Will Not Follow ☐ Please Reply ____________

IF YOU DO NOT RECEIVE ALL PAGES OR IF UNCLEAR, PLEASE CONTACT US IMMEDIATELY.

REMARKS

LAW OFFICE OF
SYLVIA L. ESPARZA
8340 E. PEPPER LANE, SUITE 105 • LAS VEGAS, NV 89120 • TEL (702) 853-0233 • FAX (702) 853-0234

June 21, 2010

Via Facsimile (614) 895-7040
and U.S. Regular Mail
Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016

Re: Your Insured: Michael Vasquez/ Blue Streak Auto Detailing
My client: Lee Pretner/Ryan T. Pretner
Date of Loss: 01/12/2009
Your Claim Number: 01 061367

Dear Mr. Holland,

As you are aware, this office represents Lee Pretner, Guardian for Ryan T. Pretner and Dana Andrew, Co-Guardian for Ryan T. Pretner in regards to the above referenced accident. I believe your last correspondence included a copy of the declaration page, not the entire insurance policy.

Kindly forward the entire insurance policy for my review within the next seven (7) business days.

Sincerely,

Sylvia L. Esparza, Esq.
SLE
Encls.

CSC000083

Andrew v CSC
CF000093

PL000412

LAW OFFICE OF
SYLVIA L. ESPARZA
3040 E. PEPPER LANE, SUITE 106 • LAS VEGAS, NV 89120 • TEL (702) 853-0233 • FAX (702) 853-0234

June 21, 2010

Via Facsimile (614) 895-7040
and U.S. Regular Mail
Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016

Re: Your Insured:	Michael Vasquez/ Blue Streak Auto Detailing
My client:	Lee Pretner/Ryan T. Pretner
Date of Loss:	01/12/2009
Your Claim Number:	01 061367

Dear Mr. Holland,

As you are aware, this office represents Lee Pretner, Guardian for Ryan T. Pretner and Dana Andrew, Co-Guardian for Ryan T. Pretner in regards to the above referenced accident. I believe your last correspondence included a copy of the declaration page, not the entire insurance policy.

Kindly forward the entire insurance policy for my review within the next seven (7) business days.

Sincerely,

Sylvia L. Esparza, Esq.
SLE
Encls.

Albert Wilson

From: Albert Wilson
Sent: Wednesday, August 04, 2010 8:31 AM
To: 'Sylvia '
Subject: RE: Ryan Pretner Claim NO: 61367

Dear Ms Esparza:
With all due respect, we decline to send you a copy of the entire policy.

Al Wilson

Senior Claim Analyst
Century Insurance Group
602-445-5958 Direct
800-840-0082 Toll Free

From: Sylvia [mailto:sylviae@lv.rmci.net]
Sent: Tuesday, July 20, 2010 9:47 AM
To: Albert Wilson
Subject: FW: Ryan Pretner

Hi Al,

Here's another copy of the letter we emailed, faxed and sent regular mail. Please forward the entire policy by fax or email as soon as possible. Thank you.

Sylvia L. Esparza, Esq.

From: Sylvia [mailto:sylviae@lv.rmci.net]
Sent: Monday, June 21, 2010 11:02 AM
To: 'cholland@centurysurety.com'
Subject: Ryan Pretner

Dear Mr. Holland,

Please forward a copy of the entire insurance policy for your insured, Blue Streak Auto Detailing and Michael Vasquez. Thank you.

Sylvia L. Esparza, Esq.

03/03/2011 13:54 7022280443 PRINCE KEATING LLP PAGE 01/29

Existing Claim/New Suit
Tasked to Charles/Jim/John/Daniel/Processing.
03/04/2011 09:35 CALDRING

03/04/2011
07:42 JJKARP
Daniel - recommend transfer to the litigation unit.

Please assign to Lisa Henderson and set diaries for her and me.

DLMAYER 03/04/2011

PRINCE & KEATING
3230 South Buffalo Drive
Suite 108
Las Vegas, N
(702) 22
(702) 228-0

FACSIMILE COVER SHEET

TO:	Charles C. Holbord	FAX NO.:	(614) 895-7040
FROM:	Dennis M. Prince, Esq.	DATE:	March 3, 2011
RE:	Ryan T. Pretner		

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 29

MESSAGE: Please see attached.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (702) 228-6800 AND ASK FOR LISA LEE.

ORIGINAL WILL BE SENT VIA:

_____ MAIL _____ OVERNIGHT COURIER _____ RUNNER

__X__ ORIGINAL WILL NOT BE SENT

[illegible]

Andrew v CSC
CF000096

CSC000096

Please send a complete copy of the policy to attorney Dennis Prince at Prince & Keating. Thanks, Lisa

PRINCE & KEATING
ATTORNEYS AT LAW
[illegible]
LAS VEGAS, NEVADA [illegible]
TELEPHONE (702) 228-6800
FACSIMILE (702) 228-0443
[illegible]

Reply To: Dennis M. Prince
Email: DPrince@PrinceKeating.com

[illegible]

March 9, 2011

VIA FACSIMILE (614) 895-7040

Charles C. Holland
Senior Claims Handler
Century Insurance Company
P.O. Box 163340
Columbus, Ohio 43216-3340

RE: Our Client : Ryan T. Pretner
Your Insured : Blue Streak Auto Detailing, Inc.
Claim No. : 01-061367
Date of Loss : 01/12/09

Dear Mr. Holland:

Please be advised that this firm has been retained to represent the interests of Ryan T. Pretner in connection with the above-referenced motor vehicle accident. Please direct all future communication to this office.

As you know, this claim arises from a motor vehicle accident which occurred on January 12, 2009. Your insured, Michael Vasquez, struck Mr. Pretner with the side view mirror of his truck while Mr. Pretner was riding his bicycle. Mr. Pretner was violently thrown from his bike, and sustained catastrophic injuries. To date, Mr. Pretner continues to receive rehabilitative treatment for his injuries. Mr. Vasquez was cited for causing the accident. We are enclosing the Traffic Accident Report for your reference.

Mr. Vasquez maintained automobile insurance with liability limits of $100,000/$300,000 with Progressive Casualty Insurance Company on the date of loss. Progressive has tendered their policy of insurance, but we are not in a position to accept this policy and release Mr. Vasquez until this claim is resolved as it relates to any other available insurance policy. We have been advised that Blue Streak Auto Detailing maintained a garage policy which was in effect at the time of the accident under which you have denied coverage. Our legal research indicates coverage exists under your policy. Please provide a certified copy of the garage policy for our review.

Century Insurance Company
March 3, 2011
Page 2

As a result of the catastrophic injuries sustained in this accident, Mr. Pretner has incurred past medical expenses in excess of $2,600,000. We are in the process of gathering Mr. Pretner's medical records and bills.

Also, we have filed a Complaint with the District Court to preserve the statute of limitations in this matter. A copy of the complaint is enclosed for your review. We are not serving the Complaint at this time so as to give you an opportunity to resolve this claim. We will be forwarding to you a demand under separate cover in the near future.

Should you have any questions, please feel free to contact me.

Sincerely,

PRINCE & KEATING

Dennis M. Prince

DMP:dml
enclosures

cc: Dana Andrew

Electronically Filed
01/07/2011 04:28:60 PM

CLERK OF THE COURT

COMP
DENNIS M. PRINCE
Nevada Bar No. 5092
PRINCE & KEATING
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
(702) 228-6800
(702) 228-0443 facsimile
DPrince@PrinceKeating.com
Attorney for Plaintiff
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **COMPLAINT**

Plaintiffs Lee Pretner and Dana Andrew, as legal co-guardians of Ryan T. Pretner, and Ryan T. Pretner, individually, by and through their attorneys, PRINCE & KEATING, for their Complaint against Defendants, Michael A. Vasquez and Blue Streak Auto Detailing, LLC, states, asserts and alleges as follows:

GENERAL ALLEGATIONS

1. At all times relevant herein, Lee Pretner is and was a resident of Clark County, State of Nevada. Lee Pretner is the legal co-guardian of Ryan T. Pretner ("Pretner"), an adult ward.

2. At all times relevant herein, Dana Andrew is and was a resident of Clark County, State of Nevada. Dana Andrew is the legal co-guardian of Ryan T. Pretner, an adult ward.

3. At all times relevant herein, Ryan T. Pretner is and was a resident of Clark County, State of Nevada.

4. Upon information and belief and all times relevant herein, Defendant Michael Vasquez ("Vasquez") is and was a resident of Clark County, State of Nevada.

5. At all times relevant herein, Defendant Blue Streak Auto Detailing, LLC ("Blue Streak") was a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business in Clark County, State of Nevada. At all times relevant to these proceedings, Vasquez is a principal, officer, director, manager, employee and/or agent of Blue Streak and was in the course and scope of his employment or agency at the time of the events described herein.

6. The true names, identities, and capacities, whether individual, corporate, associate, or otherwise, of DOES I through X, inclusive, and ROE Business Entities I through X, inclusive are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believes and upon that basis allege that each of the Defendants designated herein as a DOE/ROE Defendant are responsible in some manner for events and happenings herein referred to and caused damages proximately thereby to Plaintiffs as herein alleged. Plaintiffs further allege that they will ask leave of this Court to amend this Complaint to insert the true names, identities, and capacities of said DOES I through X and/or ROE Business Entities I through X, inclusive when the same have been ascertained by Plaintiff, together with appropriate charging allegations.

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

7. Vasquez and/or Blue Streak are the owners of a 2007 Ford F-150 operated by Vasquez at the time of the events which are the subject matter of this Complaint. Vasquez and Blue Streak used the 2007 Ford F-150 vehicle as an integral part of their business.

8. On or about January 12, 2009, Vasquez, while in the course and scope of his business with Blue Streak, was driving the 2007 Ford F-150 eastbound on St. Rose Parkway in Henderson, Clark County, Nevada. At all times relevant to these proceedings, Blue Streak and Vasquez operated a mobile detailing business and traveled upon the streets of Clark County, Nevada.

9. On the above date, Pretner was lawfully riding a bicycle and was travelling eastbound on the paved shoulder of St. Rose Parkway. While Pretner was riding his bicycle lawfully in the shoulder, Vasquez caused his vehicle to drift into the shoulder occupied by Pretner, causing the vehicle's right side external mirror to violently strike the helmet worn by Pretner. The collision caused Pretner to be violently thrown from his bicycle to the ground resulting in serious, catastrophic injuries and damages as set forth herein.

<u>FIRST CLAIM FOR RELIEF</u>
(Negligence)

Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 9 as though fully set forth herein.

10. On or about January 12, 2009, Vasquez had a duty to operate the vehicle in a careful and prudent manner.

11. Vasquez breached this duty when he operated his vehicle in a negligent, careless and reckless manner when he collided with Pretner, thereby causing damages and serious injuries to Pretner.

12. By reason of the premises and as a direct and proximate result thereof, Pretner sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which

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[illegible]
Las Vegas, Nevada [illegible]

conditions are permanent and disabling in nature, all to his general damage in a sum in excess of $10,000.

13. That by reason of the premises and as a direct and proximate result of the aforementioned, Pretner was required to and did receive medical and other treatment for his injuries in an expense all to his damage in a sum in excess of $10,000. Said services, care, and treatment are continuing and shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amend their Complaint accordingly when the same shall be ascertained.

14. Prior to the injuries complained herein, Pretner was an able bodied person readily and gainfully employed and physically capable of engaging in all other activities for which he was otherwise suited.

15. By reason of the premises and as a direct and proximate result of the Defendants' negligence, Pretner has been required to and did lose time from his employment, continues to and shall continue to be limited in each of his activities and occupations which has caused and shall continue to cause Pretner loss of earnings and earning capacity to Pretner's damage in a presently unascertainable amount. In this regard, Plaintiffs will seek leave of this Court to insert said amount when the same shall be fully ascertained.

16. Plaintiffs have been compelled to retain the services of an attorney to prosecute this action and are therefore entitled to reasonable attorney's fees and costs incurred herein.

SECOND CLAIM FOR RELIEF
(Negligence Per Se)

Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 16, as though fully set forth herein.

17. Vasquez had a duty to operate his vehicle in accordance with the traffic laws of the State of Nevada.

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ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
LAS VEGAS, NEVADA 89117
PHONE (702) 228-6800

18. Vasquez violated the laws of the State of Nevada by operating his vehicle while in a negligent, careless and reckless manner, when he failed to maintain his travel lane and collided with Pretner, thereby causing damages and serious injuries to Pretner. Thus, Vasquez is negligent per se.

19. By reason of the premises and as a direct and proximate result thereof, Pretner sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which conditions are permanent and disabling in nature, all to his general damage in a sum in excess of $10,000.

20. By reason of the premises and as a direct and proximate result of the aforementioned, Pretner was required to and did receive medical and other treatment for his injuries in an expense all to his damage in a sum in excess of $10,000. Said services, care, and treatment are continuing and shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amend their Complaint accordingly when the same shall be ascertained.

21. Prior to the injuries complained herein, Pretner was an able bodied person readily and gainfully employed and physically capable of engaging in all other activities for which he was otherwise suited.

22. By reason of the premises and as a direct and proximate result of the Defendants' negligence, Pretner has been required to and did lose time from his employment, continues to and shall continue to be limited in each of his activities and occupations which has caused and shall continue to cause Pretner loss of earnings and earning capacity to Pretner's damage in a presently unascertainable amount. In this regard, Plaintiffs will seek leave of this Court to insert said amount when the same shall be fully ascertained.

23. Plaintiffs have been compelled to retain the services of an attorney to prosecute this action and are therefore entitled to reasonable attorney's fees and costs incurred herein.

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Phone: (702) 228-6800

THIRD CLAIM FOR RELIEF
(Negligent Entrustment)

Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 23 as if fully set forth herein.

24. Blue Streak entrusted said vehicle to Vasquez when they allowed him to drive said vehicle.

25. Blue Streak knew or should have known that Vasquez lacked the skill and necessary training in operating a motor vehicle entrusted to him. As such, Blue Streak knew or should have known of the significant hazards arising from the operation of said motor vehicle on public streets.

26. Blue Streak knew or should have known that the entrustment of said vehicle to Vasquez would inflict damage to persons and property using public streets, including Preiner.

27. Blue Streak had a duty to only entrust said vehicle to qualified and competent drivers.

28. Blue Streak breached this duty when they entrusted the vehicle to Vasquez.

29. By reasons of the premises and as a direct and proximate result thereof, Preiner, sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which conditions are permanent and disabling in nature, all to her general damage in a sum in excess of $10,000.

30. By reasons of the premises and as a direct and proximate result of the aforementioned, Preiner was required to and did receive medical and other treatment for his injuries received in an expense all to his damage in a sum in excess of $10,000. Said services, care, and treatment are continuing and shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amend their Complaint accordingly when the same shall be ascertained.

31. Prior to the injuries complained herein, Preiner was an able bodied person readily and gainfully employed and physically capable of engaging in all other activities for which he was

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Phone (702) 228-6800

otherwise suited.

32. By reason of the premises and as a direct and proximate result of the Defendants' negligence, Pretner has been required to and did lose time from his employment, continues to and shall continue to be limited in each of his activities and occupations which has caused and shall continue to cause Pretner loss of earnings and earning capacity to Pretner's damages in a presently unascertainable amount. In this regard Plaintiffs ask leave of this Court to insert said amount when the same shall be fully ascertained.

33. Plaintiffs have been compelled to retain the services of an attorney to prosecute this action and are therefore entitled to reasonable attorney's fees and costs incurred herein.

FOURTH CLAIM FOR RELIEF
(Respondeat Superior)

Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 23, as though fully set forth herein.

34. Blue Streak entrusted said vehicle to Vasquez in order to generate income and profits for Blue Streak.

35. At all times relevant, Vasquez was an employee or agent of Blue Streak and under the supervision and control of Blue Streak.

36. At all times relevant herein, Vasquez was acting within the scope and course of his employment and/or agency with Blue Streak.

37. With the full consent, knowledge and approval of Blue Streak, Vasquez was allowed to operate their vehicle on public roads.

38. By reasons of the premises and as a direct and proximate result thereof, Pretner, sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which conditions are permanent and disabling in nature, all to his general damage in a sum in excess of

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Phone (702) 228-6030

$10,000.

39. By reasons of the premises and as a direct and proximate result of the aforementioned, Pretner was required to and did receive medical and other treatment for his injuries in an expense all to his damage in a sum in excess of $10,000. Said services, care, and treatment are continuing and shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amend their Complaint accordingly when the same shall be ascertained.

40. Prior to the injuries complained herein, Pretner was an able bodied person readily and gainfully employed and physically capable of engaging in all other activities for which he was otherwise suited.

41. By reason of the premises and as a direct and proximate result of the Defendants' negligence, Pretner has been required to and did lose time from his employment, continues to and shall continue to be limited in each of his activities and occupations which has caused and shall continue to cause Pretner loss of earnings and earning capacity to Pretner's damage in a presently unascertainable amount. In this regard, Plaintiffs will seek leave of this Court to insert said amount when the same shall be fully ascertained.

42. Pretner has been compelled to retain the services of an attorney to prosecute this action and Plaintiffs are therefore entitled to reasonable attorney's fees and costs incurred herein.

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ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, on all claims for relief as follows:

1. General damages in excess of $10,000;
2. Special damages in excess of $10,000;
3. Costs of suit incurred including reasonable attorney's fees;
4. For such other relief as the Court deems just and proper.

DATED this 5 day of January, 2011.

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorneys for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

03/03/2011 13:54 7022280443 PRINCE KEATING LLP PAGE 13/34

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET

Event Number: 09-00812

Accident Number:

Vehicle: 0002

Agency Name: HENDERSON POLICE DEPARTMENT

Highway / Street Name: ST ROSE PARKWAY

Person Type: 4

Vehicle Make: BICYCLE

Plate / Permit Nbr: N/A

Vehicle Color: BLACK

Registered Owner Name: PRETNER, RYAN TERRY

Registered Owner Address: 850 ROCKDENBERRY ST, LAS VEGAS, NEVADA 89123

Speed Estimate: 15 / 25 / 50

Sequence Of Events

	Event	Description
1st	202	PEDAL CYCLIST
2nd		
3rd		
4th		
5th		

Investigator	ID Number	Date	Reviewed By	Date Reviewed
MATUSZAK JR., ROGER H	794	01/12/2009	GAYER653	01/12/2009

Vehicle Information

Event Number
09.00812

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET

Agency Name:
HENDERSON POLICE DEPARTMENT

Name:	Transported By:
Street Address	Transported To:
City: / State / Country / Zip Code	Person Type / Seating Position / Occupant Restraint
Phone Number	Injury Severity / Injury Location
	Airbag / Airbag Deployed / Ejected / Trapped
Name:	Transported By:
Street Address	Transported To:
City: / State / Country / Zip Code	Person Type / Seating Position / Occupant Restraint
Phone Number	Injury Severity / Injury Location
	Airbag / Airbag Deployed / Ejected / Trapped
Name:	Transported By:
Street Address	Transported To:
City: / State / Country / Zip Code	Person Type / Seating Position / Occupant Restraint
Phone Number	Injury Severity / Injury Location
	Airbag / Airbag Deployed / Ejected / Trapped
Towing Unit VIN:	Plate: / State: / Type:
Towing Unit VIN:	Plate: / State: / Type:
Towing Unit VIN:	Plate: / State: / Type:

Commercial Vehicle Configuration

Source

Power Unit GVWR

Carrier Name	
Carrier Street Address	City: / State / Zip

Cargo Body Type

Hazmat #

Type of Carrier

Vehicle Information

CSC000109

Andrew v CSC
CF000109

PA 00907

PL000428

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
NON-MOTORIST INFORMATION SHEET

Agency Name: HENDERSON POLICE DEPARTMENT

Direction of Travel: [ ] 1) North [ ] 2) South [X] 3) East [ ] 4) West [ ] 5) Unknown

Name: PROTNER, RYAN TERRY

City: LAS VEGAS

Transported To: UMC TRAUMA HOSPITAL

Non-Motorist Condition

Alcohol / Drug Involvement

Method of Determination

Non-Motorist Action

Non-Motorist Factors

Location Prior to Impact

Safety Equipment

Non-Motorist Path

Non-Motorist Information

Event Number: 08-00012	STATE OF NEVADA TRAFFIC ACCIDENT REPORT NON-MOTORIST INFORMATION SHEET	Agency Name: HENDERSON POLICE DEPARTMENT

Non-Motor Vehicle Description

Make/Manufacturer	Model	Type	Color
BICYCLE			BLACK

Owner Name: ABETHEO, RYAN TERRY

Street Address: [illegible] LAS VEGAS, NEVADA [illegible]

Damage to Non-Motor Vehicle

Non-Motor Vehicle Action

Sequence of Events: 1st — 302 — PEDALCYCLIST

Non-Motorist Information

Event Number:	STATE OF NEVADA TRAFFIC ACCIDENT REPORT	Accident Number:
09-30818		Agency Name: HENDERSON POLICE DEPARTMENT

Description of Accident / Narrative:

Pavement Markings and Type:

PER NARRATIVE:

This is a preliminary report only, no assessment of fault or liability should be determined until the final report.

V1, a white 2007 Ford F-150 pickup bearing NV personalized plate [illegible] was traveling eastbound on St. Rose Parkway in the number three travel lane.

V1 was solely occupied by its driver Michael Vasquez (10-23-[illegible]) of Henderson NV.

V2, a black bicycle of an unknown brand or make, was traveling eastbound on the paved shoulder of St. Rose Parkway. It is as yet undetermined which portion of the shoulder the bicyclist was traveling upon or whether he had strayed into the travel lane.

The rider of V2 was later identified as Ryan T. Pretner (03-22-1971) of Las Vegas NV.

The right side external mirror of V1 made contact with the back of the helmet of rider of V2. V2 was thrown to the ground and suffered severe head injuries. Whether these injuries are the result of the initial collision or impact with the ground is undetermined at this time.

Driver of V1 immediately stopped to render aid and notify Rescue and Police.

Rider of V2 is currently in critical condition at UMC Trauma and his current prognosis is poor.

This case remains open and further investigation is pending.

Attachments: 1 witness statement.

DR# 09-00512
PAGE 1 OF 1

HPD 0016

HENDERSON POLICE DEPARTMENT

TRAFFIC ACCIDENT STATEMENT

REFER TO PR-1025

To be submitted to Police Records by the Investigating Officer(s)

NAME: Michael Vasquez DATE OF BIRTH: 10-28-1986

ADDRESS: 1984 Via Firenze

TELEPHONE NUMBER(S): 702-768-2166

YEAR, MAKE AND MODEL OF VEHICLE: White Ford F150 LICENSE #: 351NFV

Where was witness in relation to accident (exact location): DRIVER

DESCRIBE WHAT HAPPENED, GIVING DATE AND TIME, LOCATION, AND PEOPLE INVOLVED BY NAME*

PLEASE DO NOT WRITE ON REVERSE SIDE. ASK OFFICER FOR ADDITIONAL STATEMENT FORM

I was driving East down St. Rose Parkway from Executive Rd. I was going about 45-50 mph and there was a biker riding his bike going the same direction with no reflectors and when I noticed him it was too late and I hit him. after I noticed the accident I stopped and called 911 I was driving in the 3rd lane and the biker must've been in my lane because as soon as I noticed him I already hit him

NRS 484.226, False Reports: Any person who gives information in oral or written reports as required in this Chapter 484, knowing or having reason to believe that such information is false, is guilty of a gross misdemeanor.

[illegible] 794
WITNESSING OFFICER/P#

Michael [illegible]
SIGNATURE

Printed by: [illegible]
Printed date/time: [illegible]

Incident Report

Page 1 of 4

HENDERSON POLICE
HENDERSON, NEVADA

Incident Number: 09-00812-001

Incident Summary

Incident Type: ACCIDENT WITH INJURY
Report Type: SUPPLEMENTAL INCIDENT
Report Taken: 01/13/2009
Contact Method: DISPATCHED
Reporting Officer: [illegible]
Case Status: ACTIVE
Disposition: OPEN CASE

Property Involved

Property 1 Item
Evidence: No
Event Assoc/Orig Status: EVIDENCE
Current Status: EVIDENCE
Original Value:
Current Value:
Property Type:
Description: [illegible] METALLIC RING, HEART MONITOR, GLOVES, SOCKS, WATCH, SHOES
Make/Brand:
Model:
Color:
Quantity:
Serial No:
Owner Applicable:
NCIC Date:
NCIC Entered By:
Notes:
NCIC Cancelled:

Property 2 Item
Evidence: No
Event Assoc/Orig Status: EVIDENCE
Current Status: EVIDENCE
Original Value:
Current Value:
Property Type:
Description: WHITE AND GRAY COLORED HELMET GIRO BRAND NAME
Make/Brand: GIRO
Model:
Color:
Quantity: 1
Serial No:
Owner Applicable:
NCIC Date:
NCIC Entered By:
Notes:
NCIC Cancelled:

Printed by: [illegible]
Printed Date/Time: [illegible]

Incident Report

Page 2 of 4

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

Incident Number: 09-00042-001

Narratives

ENTERED DATE/TIME: 1/12/2009 21:20:00
NARRATIVE TYPE: INCIDENT
SUBJECT: VER-NARRATIVE
AUTHOR: MATUSZAK JR., ROGER

On January 12, 2009, at approximately 1724 hours, I, Officer Avery P#1546, Officer Glaze P#1387 and Officer Morrison P#1362 were dispatched to an accident near Executive Airport Drive on St. Rose Parkway. Dispatch advised a bicyclist was struck by a vehicle in the eastbound lane. The subject was unconscious and breathing. Also, dispatch reported the subject was bleeding from the mouth.

I arrived in the area and observed several vehicles parked on the shoulder of the road going east bound on St. Rose Parkway about 450 yards prior to the intersection of Executive Airport Drive.

I observed there was a moderate amount of traffic flow traveling east bound on St. Rose Parkway. I observed it to be dark outside with the only illumination coming from the street lights located at the intersection of St. Rose Parkway and Executive Airport Drive.

I observed a male subject later identified as Ryan Prelner [illegible] on the right hand shoulder on east bound St. Rose Parkway. I observed the bicycle Prelner was riding to be on top of him and a large (Approximately 3') pool of blood coming from Prelner's head area. I observed Prelner to be wearing a red, green and white colored bicycle type suit, and a white and grey colored bicycle helmet. I did not observe the bicycle to have a head light or tail light. I did not observe the suit Prelner was wearing to have any type of illumination devices to make it more easily visible. Prelner's body was positioned on the shoulder of the road with his head towards the south and his feet towards the north. His feet were in close proximity to the solid white line. It appeared Prelner had not been moved from the position he was in as a result of the accident.

I observed there was debris on the shoulder of the road from Vasquez's mirror and a pair of sunglasses belonging to Prelner.

I contacted the driver of the vehicle which struck Prelner, Michael Vasquez ([illegible]). Vasquez stated he had just gotten off work. Vasquez stated he was traveling in the #1 lane of travel and estimated his speed at about 45-50 MPH due to just turning onto St. Rose Parkway from Executive Airport Drive. Vasquez stated he was paying attention and did not observe Prelner riding his bicycle on the shoulder. Vasquez stated as soon as he observed Prelner, Vasquez swerved into the #2 east bound lane to avoid striking Prelner. Vasquez's passenger side mirror struck Vasquez in the back. Vasquez stated he pulled over to the side of the road and called 911 after he realized the vehicle Vasquez was driving struck Prelner.

I observed Vasquez's vehicle and observed the mirror to be broken which was consistent with Vasquez's statement. I observed the asphalt area and I did not observe any skid marks.

Incident Report

There were no independent witness identified at the scene who stated they observed the collision between Vasquez's vehicle and Pretner.

Henderson Fire Department, Rescue 97 arrived on scene and transported Pretner to University Medical Center (UMC) Trauma to treat his injuries.

I marked the final resting spot of Vasquez's tires as well as the sunglasses, and the bicycle Pretner was riding.

Officer Alcala P#[illegible] arrived at the scene and took digital photographs of the scene which he later uploaded onto digital evidence at the West Substation.

I then went to UMC and contacted a member of the medical team which was treating Pretner for his injuries. UMC staff directed me to where Pretner's personal belongings were, which I photographed and then impounded all property as evidence. Included with his personal belongings was the bicycle helmet that Pretner was wearing when I observed him on the roadway earlier.

I contacted Nina Daniele who works for Quest Diagnostics as a Laboratory Technician and requested a blood draw from Pretner. I obtained a blood draw kit from my bag. I opened the kit and observed there to be two glass vials inside which contained a white powdery substance. I gave the two vials to Daniele, who then obtained a blood draw from Pretner's left arm. Daniele then gave me the vials which I filled out and sealed closed with evidence tape. Daniele and I completed the Blood Draw Declaration which I submitted with this report.

I contacted Pretner's sister, Dana Andrew ([illegible]) who stated Pretner is an avid bicyclist who rides his bike daily for about 20-30 miles. Pretner was training for an upcoming bicycle race Pretner planned on racing in. Andrew stated Pretner's bike suit had reflective material in it but I did not observe any reflective material.

Prior to leaving the hospital, one of the team of doctor's treating Pretner stated Pretner had bleeding in the brain. There was nothing [illegible] indicating Pretner was run over by the vehicle. The doctor advised, the prognosis was not good for Pretner.

Later at the West Substation, I impounded Pretner's property into evidence. I uploaded the pictures I took onto digital evidence.

I then booked the blood draw at the Main Station.

While I was at UMC impounding Pretner's property, the Traffic Bureau was notified. The Traffic Bureau, (Officer Wallisczak P#[illegible]) responded to the scene and assumed the investigation.

I contacted dispatch who advised the sunset time, according to the National Weather Service, for January 19, [illegible]

Incident Report

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

Incident Number: 09-00812-001

2009 was 1847 hours.

The above events transpired in the City of Henderson, County of Clark, State of Nevada.

Attachments: 1

CO: Officer Matuszak P#794

Printed by: [illegible]
Printed date/time: 3/24/09 12:53

Incident Report

Page 1 of 2

HENDERSON POLICE
223 LEAD ST,
HENDERSON, NEVADA 89015

Incident Number: 09-00012-002

Incident Summary

Incident Type: ACCIDENT WITH INJURY
Inc Occurred Address: ST ROSE PKWY, HENDERSON, NEVADA
Inc Occurred Start: 01/12/2009 17:20 Inc Occurred End: 01/12/2009 17:21
Domestic: N Bias Motivation:
Contact Nature: DISPATCHED
Reporting Officer: CLEAR, JAIME
Case Status: ACTIVE Disposition: OPEN CASE

Report Type: SUPPLEMENTAL INCIDI
Sector/Beat: WEST/W7
Report Taken: 01/12/2009 22:40
Gang Related: U Substance: U
Reported Date/Time: 01/12/2009 17:23
Primary Assigned Officer:
Disposition Date: 01/12/2009 00:00

Incident Report

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

Incident Number: 09-00812-002

Narratives

ENTERED DATE/TIME: 1/13/2009 23:45:00
NARRATIVE TYPE: INCIDENT
SUBJECT: FBR NARRATIVE
AUTHOR: CLEAR, JAIME

On 01/12/09 at approximately 1720 hours I, Officer J. Clear #1387 arrived in the area of St. Rose Parkway, east of Executive Airport, reference an injury accident.

When I arrived there was a male subject laying on the pavement in e/b lanes, partially in the #3 lane and partially on the shoulder. Henderson Paramedics already had the male subject on a backboard and quickly transported him to UMC hospital.

I questioned numerous bystanders that had stopped to render aid. No one that stopped saw any part of the accident. They all stated that as they drove up on the accident they saw the male subject laying next to his bike partially in the roadway.

I set up numerous cones and flares, holding the accident scene while the Motor's Unit completed their investigation.

cc: none
attach: 0

03/08/2011 10:54 7022280443 PRINCE KEATING LLP PAGE 25/34

Printed by: [illegible]
Printed date/time: [illegible]

Incident Report

Page 1 of 1

HENDERSON POLICE
[illegible]
HENDERSON, NEVADA 89015

Incident Number: 09-00812-003

Incident Summary

Incident Type: ACCIDENT WITH INJURY
Inc Occurred Address: ST ROSE PKWY, HENDERSON, NEVADA 89052
Inc Occurred Start: [illegible] Inc Occurred End: [illegible]
Domestic: N Bias Motivation:
Gang Related: N
Report Type: SUPPLEMENTAL (NOID)
Report Unit: WEST[illegible]
Report Taken: [illegible]
Substance: [illegible]
Reported Date/Time:
Reporting Officer: MATUSZAK JR., ROGER
Primary Assigned Officer:
Case Status: CLOSED Disposition: ADULT ARREST, WARRANT OR CITATION Disposition Date: 02/05/2009 00:00

Offenses

Statute Code: 484.324 Enhancers:
Statute Desc: FAIL TO YIELD RIGHT OF WAY TO PERSON RIDING BICYCLE
Counts: 1 Statute Severity: MISDEMEANOR

Persons Involved

Person: [illegible]
Event Assignment: CITED
Name: VASQUEZ, MICHAEL ANTHONY
Charge suspects: No
[illegible] Date/Time: [illegible]
DOB: 10/[illegible]/1986 Age: 22 - 22 Sex: MALE Race: HISPANIC
Height: 5'[illegible]" - 5'7" Weight: 1[illegible] Eye Color: UNKNOWN Hair Color: BROWN
Address: [illegible] LAS VEGAS, NEVADA [illegible]
Phone Type 1: HOME Phone 1: (702) [illegible] Ext 1:
Phone Type 2: Phone 2: Ext 2:
Geolocation:
Occupation: [illegible] Employer/School:

Person Offenses

Statute Code: 484.324 Enhancers:
Statute Desc: FAIL TO YIELD RIGHT OF WAY TO PERSON RIDING BICYCLE
Counts: 1

HENDERSON POLICE
225 LEAD ST,
HENDERSON, NEVADA 89015

Incident Number: 09-00812-003

Narratives

ENTERED DATE/TIME: 2/2/2009 10:28:00
NARRATIVE TYPE: INCIDENT
SUBJECT: FBR NARRATIVE
AUTHOR: MATUSZAK JR., ROGER

LmFACTS:
WEATHER CONDITIONS WERE OBTAINED FROM THE NATIONAL WEATHER SERVICE AT HENDERSON EXECUTIVE AIRPORT.

READING AT: 1740 HRS
TEMPERATURE: 61 DEGREES
HUMIDITY: 24%
WIND VELOCITY: NE at 12 MPH
BAROMETRIC PRESSURE: 27.7 S
VISIBILITY: 10 Miles +
SKIES: Clear

ROADWAY:
The collision occurred on St. Rose Parkway approximately 1340' east of the intersection with Executive Airport Drive. The collision was on the right side edge of the roadway.

St. Rose Parkway at the location of this collision is an asphalt surfaced roadway. The roadway is relatively straight and level with no line of sight obstructions in either direction of travel. This roadway runs in a primarily east to west direction.

It is best described as a two-way multi lane highway with an unprotected median separating eastbound from westbound traffic. There are three travel lanes on the eastbound portion of the roadway and three through lanes and the beginning of a left turn lane in the westbound direction. For the purposes of this investigation the westbound travel lanes do not bear. There is a paved shoulder on the right (south) side of the road and a smaller paved shoulder on the left (north) side of the road. For specific dimensions see the narrative portion of this report.

There is no curbing on either the north or south side of the roadway and the edge of pavement runs off level to the roadway with the side of the road being groomed hard packed sand and gravel. B

TRAFFIC CONTROL:
St. Rose Parkway is a posted 55 MPH speed zone. There are raised markers separating the travel lanes. The right side of the road is delineated by a solid white line painted onto the roadway surface. The left side of the roadway is delineated by a solid yellow line painted onto the road surface. There is no additional control of the roadway in the area of the collision. B

Printed by: atmorinlz
Printed date/time: 3/24/09 12:50

Incident Report

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

Incident Number: 09-00812-008

PHYSICAL EVIDENCE:
The scene of the accident was diagrammed using a Leica GPS Smart Rover data collector. The information from this device was downloaded into Crash Zone 8.5, a CAD program used to complete a diagram of the scene.

Digital photographs of the scene were taken by Crime Scene Analyst Patrick Farrell of the Henderson Police Department. These photographs were later downloaded into the DESS (Digital Evidence Storage System).

Officer K. Avery responded to University Medical Center Trauma where he took digital photographs of the victim's personal effects and obtained a blood sample from the victim for later testing. The results of this blood test are pending. See Officer Avery's supplemental report for specific details.

The clothing of the victim, to include his helmet and shoes, was impounded as well as his cell phone and a silver metal ring. These items were impounded by Officer Avery.

The bicycle and sunglasses of the victim were impounded by the reporting Officer.

VEHICLES:
Vehicle 1, hereafter referred to as V1, is a white 2007 Ford F-150 Crew Cab Pickup truck bearing NV license plate J8TD7LD, VIN 1FTPW14527KD22208.

Vehicle 2, hereafter referred to as V2, is a black Orbea Orca bicycle with a serial number of SMMAT8C0D0388.

OCCUPANTS:
V1 was solely occupied by the driver, Michael Anthony Vasquez (10-26-1968) of 1886 Via Firenze Drive Henderson, NV 89044. Michael Vasquez has a valid class C NV driver license # 1701672806.

V2 was being operated by Ryan Terry Pretner (08-22-1971) of 860 Roddenberry Las Vegas NV 89123. n

JLe STATEMENTS:
The following statement is transcribed in its entirety without regard to spelling or grammatical errors so as not to alter the meaning and intent of its author.

Michael Vasquez
I was driving East down St Rose Parkway from Executive Rd I was going about 45 -50 mph and there was a biker riding his bike going the same direction with no reflectors and when I noticed him it was to late and I hit him. After I noticed the accident I stopped and called 911. I was driving in the 3rd lane and the biker must of been in my lane because as soon as I noticed him I already hit him.

Incident Report

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

Incident Number: 09-00012-003

III. NARRATIVE:

On 01-12-2009, at approximately 1815 hours, I, Officer R. Matuszak #734, was called out from my residence in reference to a serious injury accident that had occurred on eastbound St. Rose Parkway just east of Executive Airport Drive in the City of Henderson.

Upon my arrival in the area I noted that the two right most (#2 and #3) travel lanes of eastbound St. Rose Parkway just east of Executive Airport Drive had been closed to traffic by several Police Patrol units using cones and flares. I noted that parked along side the roadway approximately 300' east of the immediate scene was a white truck. There was a bicycle lying on its left side on the shoulder of the roadway in the immediate vicinity of the Police Units.

I spoke to Sgt. R. Rysewyk and Officer J. Cisar who were among the first units to arrive. They advised me that the rider of the bicycle had been transported to University Medical Center Trauma unit for a severe head injury. Officer K. Avery responded to the Trauma Center where he took photographs of the victim and impounded the victim's clothing, helmet and personal items. Officer Avery also obtained a blood sample from the victim for processing.

I walked the scene of the accident and observed the following: on the south side of the roadway near the white fog line there was a black bicycle (V2) lying on its left side with the front wheel pointing south. Just east of V2 there was a large pool of blood from the victim. This was approximately 4' from the position of the bicycle.

Immediately east of the blood pool, there was a pair of white sunglasses presumably belonging to the victim. These were near the edge of pavement. Also, from this point and continuing east-southeast, was a debris field made up of several pieces of plastic and glass from the outside right mirror of V1; see photographs for specific locations and details of the debris.

Approximately 275' further east of this area, I observed V1 was stopped and parked on the south shoulder of St. Rose Parkway. The vehicle's lights were out and the vehicle was not running. I conducted a brief exterior examination of the vehicle and noted the following. The right outside mirror was broken off and parts of the base and mounting assembly were still attached to the truck. There was an impression on the right side front window of V1 which appeared to be from the outside mirror striking the side window with a significant amount of force sufficient to leave an impression in the glass and embed parts of the mirror into the glass as well.

I observed minor scuffs to the right front door of V1 which were black in color. There was a small scratch congruent to a body line on the right rear door of V1 and a small scratch and dent on the same door lower down.

On the front bumper I observed a small gouge in the plastic bodywork just below the bumper. This damage appeared to be older and unrelated to the collision which I was investigating. In a later conversation with Michael Vasquez, I learned that this was from road debris on a previous date. There was no corresponding damage or scuffing to the undercarriage of V1. The damage to V2 was inconsistent to this damage.

Incident Report

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

Incident Number: 10-00012-032

Additionally I noted that the front side windows of V1 appeared to have an extremely dark tint applied. I was later able to measure the window tint as 02%. Refer to NRS 484.6195 for specifics, but paraphrased it states that the front side windows may have a tint of 35% with a plus or minus of 07%. Michael advised that the vehicle was purchased with the tint as-is from the dealer.

Examination of the right side tires and undercarriage of V1 were inconclusive in that there was no evidence of damage or collision with another object.

CSA Patrick Farrell was on scene taking digital photographs of the scene and the vehicles involved. He later downloaded these photographs into the HPD DESS.

I then examined V2 more closely and noted that the right side of the bicycle was undamaged and appeared to be intact. I inspected the tires looking for any scuffing or other indication that the bicycle tire had been struck and there was no such evidence. I then righted the bicycle and examined the left side. I observed that the saddle had a scuff on the left rear quarter. There was a small abrasion to the right brake padding hand support on the left handlebar. There was a small abrasion to the left pedal and several small scratches to the left rear wheel axle nut. There was no other damage noted.

I then looked for safety devices on the bicycle, i.e. reflective or lighting equipment and there was none affixed to the bicycle whatsoever. The bicycle itself is constructed of what appears to be carbon fiber and there are no reflective surfaces on the bicycle.

Sgt. T. [illegible] who is assigned to the traffic bureau diagrammed the scene using a Leica [illegible] Rover. I later downloaded this data to Crash Zone 8.5 and with this information I created a scene diagram which is attached to this report.

I spoke to the driver of V1 who remained at the scene and was accompanied by his mother during my interview with him. Officer R. Galbraith who was also on scene was with me when I spoke to Michael Vasquez. Vasquez had verbally identified himself as he did not have his driver license in his possession. It was later confirmed that Michael has a valid class C NV driver license.

I explained to Michael Vasquez that he was not under arrest and that at this time there were no charges pending against either of the involved. I asked him if he would be willing to answer questions in regard to the accident and he consented. I specifically asked him questions pertaining to what his destination was and he stated that he was on his way to his Uncle's home coming from his house. I asked Michael if he had been drinking or taking any drugs either illicit or prescription and he stated that he did not. I asked if he was currently under the care of a dentist or physician and he stated that he was not. I asked when he had slept last and he stated that he had slept the prior evening and gotten a full night sleep. I inquired as to whether Michael required corrective lenses for either reading or driving and he stated that he did not.

In speaking to Vasquez, I noted that he was completely lucid and understood all my questions. His eyes were clear and he gave no outward indications of being under the influence of either drugs or alcohol. His mannerisms and actions at the scene were that of a concerned individual and he repeatedly asked the condition of the victim. I advised him that I had no further information other than that the victim was currently undergoing medical treatment and I had no prognosis.

Michael stated that he had been on his way to his Uncle's house and had just made a right turn from northbound Executive Airport Drive onto St. Rose Parkway into the furthest right eastbound lane. Michael said that there was no traffic moving his direction and that there were no other cars around him when he made his turn.

Vasquez said that he continued traveling eastbound in the right most lane and he saw no one on the roadway at the time. He said that his headlamps were on and that they were set to Automatic which was later verified. I also checked to see that the automatic setting was operative and it was. Michael said that he heard a loud noise on his right side which was when he simultaneously saw the bicyclist and struck him. He immediately commented that he saw no lights or reflectors on the bicycle and that it was dark out at the time of the collision.

Michael said he immediately pulled over to the right side of the roadway and saw the bicyclist lying on the shoulder of the road and called 911.

I spoke to Officer A. Clear who was among the first arriving units and asked her what the lighting conditions were. She stated that she had arrived and that her headlights were not on. She further said that though there was no direct sunlight there was sufficient ambient lighting to see a considerable distance.

I called the National Weather Service and verified that sunset on January 12th 2009 was at 1647 hours. Based upon the time of the collision, V2 should have been equipped with reflectors and lights as required by NRS 484.513 and the light requirements as outlined in NRS 484.5[illegible].

V1 was released at the scene to the driver, Michael Vasquez. V2 was impounded for safekeeping as the victim's identity was unknown at that time.

I later received a phone call from Officer Avery who advised that she had been contacted by a person identifying themselves as the sister of the victim, [illegible] Andrew. Andrew said that the victim was her brother, Ryan Barry Preiner (06-22-1971). From Andrew, Officer Avery was able to provide all the personal information regarding the victim.

Officer Avery then met me at the Henderson Police Department West Substation where I was able to examine the clothing and other items belonging to Preiner. I first examined the helmet which was taken to the hospital with the victim by HFD Rescue. The helmet was a light colored helmet with what appeared to be damage to the back portion of the helmet. There were no reflective devices affixed to the helmet.

HENDERSON POLICE
223 LEAD ST,
HENDERSON, NEVADA 89015

Incident Number: 09-00112-013

The clothing worn by the victim was a multi-colored bicycling jersey and garment combining both shorts and a tank top type upper garment. There was a zip-up jacket of the same material and color. These items appear to have been cut from the victim by HFD Rescue. The clothing consisted of a white background with broad red and green stripes covering the garment along with various logos. This garment is typical of those worn by bicycling enthusiasts. Digital photographs were taken of the garment using a flash. There was no reflective material on any portion of the garment.

I then examined the shoes worn by the rider. These were clip-on type shoes designed to be used with special pedals affixed to the bicycle. The shoes had two small reflective squares on the heel portion of the shoe and were each approximately 3/16" square. The squares were placed vertically on the heel of each shoe. There was also a blackberry phone and a silver metal ring. All these items were impounded for evidentiary and safekeeping purposes.

As of the time of this report, Preiner is still listed in critical condition in the Trauma ICU at UMC. His injuries are listed as severe head trauma with internal bleeding and swelling of the brain. His condition has remained unchanged for the time since his initial treatment and surgery to relieve the pressure and swelling. There is some brain activity and medical staff is hopeful that he may regain consciousness but are unable to provide a time-line for the patient due to the uncertain nature of head injuries.

On 02-02-2009 I again met with

Michael Vasquez where he was cited for Failing to Yield Right of Way to a Bicyclist, a misdemeanor violation of NRS 484.324. Citation number H-105796FA.

IV.a CALCULATIONS:
Due to the nature of this collision I am unable to conduct speed workups. There is insufficient physical evidence to make any accurate calculations; and any estimates as to the speed of the vehicles involved would be merely conjecture on my part.

V.a VEHICLE DISPOSITION:
V1 was released to Michael Vasquez at the scene.
V2 is currently impounded in the HPD Evidence Vault for safekeeping.
U
VI.a CONCLUSION:
V2 was travelling eastbound on St. Rose Parkway on or near the white fog line on the south side of the roadway. Per NRS 484.503 V2 was operating his bicycle in a manner consistent to that described in the NRS specifically NRS 484.503-1.

V1 was travelling eastbound on St. Rose Parkway in the number 3 travel lane. At a point approximately 1340' east of Executive Airport Drive, the driver of V1 struck the rider of V2 with the outside right mirror of V1, causing

Incident Report

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

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substantial bodily harm to the rider of V2.

Pursuant to NRS 484.324 subsections 1(b) and 2(a), driver of V1 did not operate his vehicle in a manner to ensure the safety of the bicyclist.

Contributing Factors:

There was an insignificant amount of reflective material on the rider of V2 as well as V2 itself.

V1 had extremely dark tinting on the front side windows, later measured at 02%.

Lighting conditions were deteriorating at the time of the collision as the sun had set at 1547 hours though some ambient light was still available.

VII. ASSISTING UNITS ON SCENE:
Unit arrival time in parenthesis * denotes entire [illegible]
HPD UNITS:
Ofc L. Morrison (1730) Ofc J. Clear (1730) Ofc A. [illegible] (1732)
Ofc K. Avery (1732) Sgt R. [illegible] (1737) CSA R. [illegible] (1820)
Ofc R. [illegible] (1840) Sgt T. [illegible] (1851) DOD S. [illegible] (1836)

HFD UNITS:
Unit arrival time in parenthesis:
Battalion 9 (1724) Rescue 97 (1720) REngine 95 (1730)

VIII. APPLICABLE NEVADA REVISED STATUTES CITED IN ABOVE TEXT:
It should be noted that these statutes are copied from the Nevada Law Library Website http://www.leg.state.nv.us/law1.cfm

NRS 484.146 "Roadway" defined. "Roadway" means that portion of a highway which is improved and ordinarily used for vehicular traffic, exclusive of the shoulder.
(Added to NRS by 1953, 448)

NRS 484.324 Vehicles and bicycles.
1. The driver of a motor vehicle shall not:
(a) Intentionally interfere with the movement of a person lawfully riding a bicycle; or
(b) Overtake and pass a person riding a bicycle unless he can do so safely without endangering the person riding the bicycle.

HENDERSON POLICE
223 LEAD ST.
HENDERSON, NEVADA 89015

2. The driver of a motor vehicle shall yield the right-of-way to any person riding a bicycle on the pathway or lane. The driver of a motor vehicle shall not enter, stop, stand, park or drive within a pathway or lane provided for bicycles except:

(a) When entering or exiting an alley or driveway;

(b) When operating or parking a disabled vehicle;

(c) To avoid conflict with other traffic;

(d) In the performance of official duties;

(e) In compliance with the directions of a police officer; or

(f) In an emergency.

3. Except as otherwise provided in subsection 2, the driver of a motor vehicle shall not enter or proceed through an intersection while driving within a pathway or lane provided for bicycles.

4. The driver of a motor vehicle shall:

(a) Exercise due care to avoid a collision with a person riding a bicycle; and

(b) Give an audible warning with the horn of the vehicle if appropriate and when necessary to avoid such a collision.

5. The operator of a bicycle shall not:

(a) Intentionally interfere with the movement of a motor vehicle; or

(b) Overtake and pass a motor vehicle unless he can do so safely without endangering himself or the occupants of the motor vehicle.

(Added to NRS by 1991, 2228; A 1993, 789; 1995, 1634)

NRS 484.503 Traffic laws apply to person riding bicycle. Every person riding a bicycle upon a roadway has all of the rights and is subject to all of the duties applicable to the driver of a vehicle except as otherwise provided in NRS 484.503 to 484.513, inclusive, and except as to those provisions of this chapter which by their nature can have no application.

(Added to NRS by 1957, 504; A 1991, 1748)

NRS 484.507 Operating bicycle on roadway.

1. Every person operating a bicycle upon a roadway shall, except:

(a) When traveling at a lawful rate of speed commensurate with the speed of any nearby traffic;

(b) When preparing to turn left; or

(c) When riding so would not be safe,

ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

2. Persons riding bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

(Added to NRS by 1957, 504; A 1991, 2228)

NRS 484.513 Lamps, reflectors and brakes required on bicycles.

1. Every bicycle when in use at night must be equipped with:

CSC000128

Andrew v CSC
CF000128

(a) A lamp on the front which emits a white light visible from a distance of at least 500 feet to the front;

(b) A red reflector on the rear of a type approved by the Department which must be visible from 50 feet to 300 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle; and

(c) Reflective material of a sufficient size and reflectivity to be visible from both sides of the bicycle for 600 feet when directly in front of the lawful lower beams of the head lamps of a motor vehicle, or in lieu of such material, a lighted lamp visible from both sides from a distance of at least 500 feet.

2. Every bicycle must be equipped with a brake which will enable the operator to make the wheels skid on dry, level, clean pavement.

(Added to NRS by 1957, 506; A 1961, 139; 1975, 30; 1985, 1464; 1962; 1991, 2229)

NRS 484.546 When lighted lamps are required.

1. Every vehicle upon a highway of this State, subject to exceptions with respect to parked vehicles as stated in this chapter, must display lighted lamps and illuminating devices as respectively required in this chapter for different classes of vehicles:

(a) At any time from one-half hour after sunset to one-half hour before sunrise;

(b) At any other time when, because of insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of 1,000 feet ahead; and

(c) When directed by an official traffic control device.

2. Every vehicle upon a highway must be equipped with stop lights, turn signals and other signaling devices to be lighted in the manner prescribed for the use of such devices.

[Part 6:166:1925; A 1939, 316; 1945, 259; 1955, 40]-(NRS A 1969, 1211; 2001, 1507)

CASE DISPOSITION:

This case is closed by adult citation # H-106730-A.

CC: DOA

Attachments: Scene Diagram

[]

To: dprince@princekoating.com;
From: LMHENDER
Cc:
Bcc:
Subject: 01061367 BLUE STREAK AUTO DETAILING
Date/Time Sent: 03/07/2011 2:58 PM

==========================BEGINNING OF MESSAGE==========================

Drawer: CLM
FileNo: 01061367

Mr. Prince,
I am the claims attorney assigned to handle this claim by your clients against Blue Streak Auto Detailing. Regarding your request for a full copy of the policy, Century cannot disclose any policy information without the written consent of the named insured. I am contacting the named insured to see if I can obtain permission to disclose. I will advise you if I receive permission.
Thank you,
Lisa

Lisa M. Henderson
Claims Attorney
Century Insurance
A Subsidiary of Meadowbrook Insurance Group
23733 N. Scottsdale Road, Ste. 100
Scottsdale, Arizona 85255
(602) 216-6589 Direct
(800) 840-0463 Toll Free
(614) 895-7040 Fax
lHenderson@centurysurety.com

==========================END OF MESSAGE==========================

Attached Files:
IRK10000.pdf

PRINCE & KEATING
ATTORNEYS AT LAW
3230 SOUTH BUFFALO DRIVE, SUITE 108
LAS VEGAS, NEVADA 89117
TELEPHONE (702) 228-6800
FACSIMILE (702) 228-0443
WWW.PRINCEKEATING.COM

Reply To: Dennis M. Prince
Email: DPrince@PrinceKeating.com

March 3, 2011

VIA FACSIMILE (614) 825-7040

Charles C. Holland
Senior Claims Handler
Century Insurance Company
P.O. Box 163340
Columbus, Ohio 43216-3340

RE:	Our Client	:	Ryan T. Pretner
	Your Insured	:	Blue Streak Auto Detailing, Inc.
	Claim No.	:	01-061367
	Date of Loss	:	01/12/09

Dear Mr. Holland:

Please be advised that this firm has been retained to represent the interests of Ryan T. Pretner in connection with the above-referenced motor vehicle accident. Please direct all future communication to this office.

As you know, this claim arises from a motor vehicle accident which occurred on January 12, 2009. Your insured, Michael Vasquez, struck Mr. Pretner with the side view mirror of his truck while Mr. Pretner was riding his bicycle. Mr. Pretner was violently thrown from his bike, and sustained catastrophic injuries. To date, Mr. Pretner continues to receive rehabilitative treatment for his injuries. Mr. Vasquez was cited for causing the accident. We are enclosing the Traffic Accident Report for your reference.

Mr. Vasquez maintained automobile insurance with liability limits of $100,000/$300,000 with Progressive Casualty Insurance Company on the date of loss. Progressive has tendered their policy of insurance, but we are not in a position to accept this policy and release Mr. Vasquez until this claim is resolved as it relates to any other available insurance policy. We have been advised that Blue Streak Auto Detailing maintained a garage policy which was in effect at the time of the accident under which you have denied coverage. Our legal research indicates coverage exists under your policy. Please provide a certified copy of the garage policy for our review.

MEADOWBROOK INSURANCE GROUP

AmeriTrust Insurance Corporation • Century Surety Company • ProCentury Insurance Company • Star Insurance Company • Savers Property & Casualty Insurance Company • Williamsburg National Insurance Company

March 8, 2011

VIA REGULAR MAIL AND EMAIL mav7778@yahoo.com

Michael Vasquez
Blue Streak Auto Detailing
3675 E. Post Road, Suite B
Las Vegas, NV 89120

Michael Vasquez
Blue Streak Auto Detailing
1668 Via Ferenz
Henderson, NV 89044

Re: *Ryan Pretner, et. al. v. Michael Vasquez and Blue Streak Auto Detailing, LLC*

Named Insured:	Blue Streak Auto Detailing
Policy No.:	CCP502869
Effective Dates:	06-27-08 to 06-27-09
Date of Loss:	January 12, 2009
Claim No.:	01-061367

Dear Mr. Vasquez:

I am an in-house claims attorney for Meadowbrook Claim Services assigned to oversee this claim on behalf of Century Surety Company ("Century"). As you are aware, Mr. Pretner has filed a lawsuit against you and Blue Streak Auto Detailing.

The attorney for Mr. Pretner has requested a complete copy of Blue Streak Auto Detailing's policy with Century. Century cannot give this attorney a copy of the policy without your written consent. Please advise in writing if you will allow us to give a copy of the policy to Mr. Pretner's attorney. Please either fax me a note giving written permission to 614-895-7040 or send an email letting me know if I have permission to disclose the policy to lhenderson@centurysurety.com.

Should you wish to discuss this matter, please do not hesitate to contact me at 602-216-6589.

Very truly yours,

CENTURY SURETY COMPANY

Lisa M. Henderson

Lisa M. Henderson
Claims Attorney

LMH/mk

Lisa Henderson
Claims Attorney
LHenderson@centurysurety.com | 800-840-0403
Mailing Address: P.O. Box 163340 Columbus, Ohio 43216-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85255
Phone: 800-881-0424 Fax: 614-895-7040 Website: www.centurysurety.com

cc: The Harris Agency
5105 South Durango Dr., Suite 100
Las Vegas, NV 89113

Worldwide Facilities, Inc.
Via email gaclaims@wwfi.com

WARNING (Nevada)
If a hospital submits to an insurer the form commonly referred to as the "UB-82," the form must contain or be accompanied by a statement in substantially the following form: "Any person who misrepresents or falsifies essential information requested on this form may, upon conviction, be subject to a fine and imprisonment under state or federal law, or both." If a person who is licensed to practice one of the health professions regulated by Title 54 of NRS submits to an insurer the form commonly referred to as "HCFA-1500" for a patient who is not covered by any governmental program which offers insurance coverage for health care, the form must be accompanied by a statement in substantially the following form: "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."
Revised 12/2009

Marjorie Kilwine

From: Lisa Henderson
Sent: Monday, March 07, 2011 3:19 PM
To: Claims Transcription
Subject: 61367 Blue Streak Auto

61367 Blue Streak Auto Detail...

This can go out. Thanks

Lisa M. Henderson
Claims Attorney
Century Insurance
A Subsidiary of Meadowbrook Insurance Group
23733 N. Scottsdale Road, Ste. 100
Scottsdale, Arizona 85255
(602) 210-6589 Direct
(800) 840-0463 Toll Free
(614) 895-7040 Fax
LHenderson@centurysurety.com

To: mav7778@yahoo.com;
From: MRKILWIN
Cc: gaclaims@wwfi.com;
Bcc:
Subject: 01061367 BLUE STREAK AUTO DETAILING
Date/Time Sent: 03/08/2011 10:22 AM

==================BEGINNING OF MESSAGE==================

Drawer: CLM
FileNo: 01061367

Correspondence from Lisa Henderson
LHenderson@centurysurety.com

==================END OF MESSAGE==================

Attached Files:
IR_Ltr_to_Insd_req_permission_to_disclose_policy110001.pdf

Lisa Henderson

From: Marjorie Kilwine
Sent: Tuesday, March 08, 2011 11:42 AM
To: Lisa Henderson
Subject: FW: 01061367 BLUE STREAK AUTO DETAILING

From: Mike Vasquez [mailto:mav7778@yahoo.com]
Sent: Tuesday, March 08, 2011 11:28 AM
To: Marjorie Kilwine
Subject: Re: 01061367 BLUE STREAK AUTO DETAILING

Yes I Michael Vasquez give you permission to disclose policy. To Mr. Printner's attorney,

Thank you for your business,

Mike Vasquez
Owner
Blue Streak Auto Detailing
(702)286-8450

President
Pristine House Cleaning
(702)755-2107

Mobiledetailinglasvegas.net
Pristinehousecleaning.com

On Mar 8, 2011, at 9:22 AM, Marjorie Kilwine <MKilwine@centurysurety.com> wrote:

Drawer: CLM
FileNo: 01061367

Correspondence from Lisa Henderson
LHenderson@centurysurety.com

<IR_Ltr_to_Insd_req_permission_to_disclose_policy110001.pdf>

To: DPrince@princekeating.com;
From: JMBUSSAR
Cc:
Bcc:
Subject: 01061367 BLUE STREAK AUTO DETAILING
Date/Time Sent: 3/8/2011 2:27 PM

==========================BEGINNING OF MESSAGE==========================

Hello Dennis,

Please see the attached complete policy of CCP502869 Blue Streak Auto Detailing.

Thank you,

Jen Bussard
Claims Processing Specialist
614-543-7749
jbussard@centurysurety.com

==========================END OF MESSAGE==========================

Attached Files:
IR110000.pdf

Century Surety Company

466 Cleveland Avenue
Westerville, Ohio 43082
614-895-2000
www.centurysurety.com

COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS

POLICY NO.: CCP502169
NAMED INSURED AND ADDRESS:
BLUE STREAK AUTO DETAILING
3675 E POST RD
SUITE B
LAS VEGAS NV 89120

NEW
CODE NO.: 5719A
INSUREDS AGENT:
THE HARRIS AGENCY
5195 S DURANGO DR
SUITE 100
LAS VEGAS NV 89113

POLICY PERIOD: From: 06/27/2008 To: 06/27/2009 at 12:01 A.M. Standard time at your mailing address shown above.
Business Description: AUTO DETAILING AND WASH
Individual Joint Venture Partnership Limited Liability Company (LLC) X Organization (Other than Partnership, LLC or Joint Venture)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
GARAGE COVERAGE FORM	$	1,508.00

25 % of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund. TOTAL $ 1,508.00

Service of Suit (if form CCP 20 10 is attached) may be made upon:
HERITAGE GENERAL AGENCY INSURANCE SERVICES
ERNST & YOUNG BLDG,725 S FIGUEROA ST,19 FL, LOS ANGELES, CA 90017

Form(s) and Endorsement(s) made a part of this policy at time of issue*:
SEE ATTACHED SCHEDULE OF FORMS: CIL 16 00b 02 02

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:
HERITAGE GENERAL AGENCY INSURANCE SVCS
THE ERNST & YOUNG BLDG
725 S FIGUEROA ST, 19TH FLOOR
LOS ANGELES CA 90017

Countersigned By ____________________
Authorized Representative
07/24/2008 TLH

IN WITNESS WHEREOF, this Company has executed and attested these presents, but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.

Secretary President

CSOP 10 01 03 06

COMPANY

Andrew v CSC
CF000138

CSC000138

PL000457

PA 00936

Century Surety Company

Garage Coverage Form Declarations

ITEM ONE

POLICY NO.: CCP502869

EFFECTIVE DATE: 06/27/2009
12:01 A.M. Standard Time

NAMED INSURED: BLUE STREAK AUTO DETAILING

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form next to the name of the coverage. Entry of a symbol next to Liability provides coverage for "garage operations".

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)	LIMIT			PREMIUM
		Each "Accident" "Garage Operations"		Aggregate – "Garage Operations"	
		"Auto" Only	Other Than "Auto" Only	Other Than "Auto" Only	
LIABILITY	29	$1,000,000	$1,000,000	$2,000,000	$ 1,500
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS $ DED.			$
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.			$
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ DED. FOR EACH ACCIDENT.			$
MEDICAL PAYMENTS		$			$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT			$
UNINSURED MOTORISTS		$			$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		$			$
GARAGEKEEPERS COMPREHENSIVE COVERAGE		$ EACH LOCATION MINUS $ DED. FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT;			$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		OR $ EACH LOCATION MINUS $ DED. FOR EACH CUSTOMER'S AUTO FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT			$

POLICY NUMBER: CCP502869

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS (Cont'd)

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)	LIMIT	PREMIUM
GARAGEKEEPERS COLLISION COVERAGE		$ EACH LOCATION MINUS $ DED. FOR EACH COVERED AUTO.	$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailor Dealers And Non-Dealers.	$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailor Dealers And Non-Dealers.	$
PHYSICAL DAMAGE TOWING AND LABOR		$ For Each Disablement Of A Private Passenger "Auto".	$
			$
		PREMIUM FOR ENDORSEMENTS	$
		TRIA COVERAGE	$
		*ESTIMATED TOTAL PREMIUM	$ 1,500

* This policy may be subject to final audit.

ENDORSEMENTS ATTACHED TO THIS POLICY (other than applicable Forms and Endorsements shown elsewhere in the policy):
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

THIS DECLARATION MUST BE COMPLETED BY THE ATTACHMENT OF A SUPPLEMENTARY SCHEDULE.

POLICY NUMBER: CCK502069

COMMERCIAL AUTO
CA 03 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BLUE STREAK AUTO DETAILING
Endorsement Effective Date: 08/27/2008
Countersignature Of Authorized Representative
Name: Not Applicable
Title: Not Applicable
Signature: Not Applicable
Date: Not Applicable

SCHEDULE

Liability Deductible:	$	1,000	Per "Accident"
"Property Damage" Deductible:	$		Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Liability Coverage is changed as follows:

A. Liability Coverage Deductible

The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Liability Coverage Deductible

The damages that would otherwise be payable under Liability Coverage for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

CAG 1919 0807

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE OPERATIONS LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

The following work and operations are included within the definition of "Garage operations":   AUTO DETAILING AND WASH

Coverage for classifications, operations or premises *not* shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

CAG 1951 1203

GARAGE COVERAGE FORM – NON-DEALERS' AND TRAILER DEALERS' SUPPLEMENTARY SCHEDULE

POLICY NUMBER: CCP502069

ITEM THREE

LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

LOCATION NO.	ADDRESS State Your Main Business Location As Location No. 1.
1	3675 E POST RD, STE B, LAS VEGAS, NV 89120
2	
3	

ITEM FOUR

LIABILITY COVERAGE – PAYROLL RATING BASIS FOR YOUR PREMISES AND OPERATIONS AND NONOWNED AUTOS USED IN YOUR BUSINESS. REFER TO ITEM SIX FOR THE LIABILITY PREMIUMS FOR THE COVERED AUTOS YOU HIRE OR BORROW. REFER TO ITEM SEVEN FOR COVERED AUTOS YOU OWN.

LOCATION NO.	ESTIMATED PAYROLL	RATE PER $100 OF PAYROLL	PREMIUM
1	$ 10,400	$ 14.499	$ 1,508
2	$	$	$
3	$	$	$
		TOTAL PREMIUM	$ 1,509

ITEM FIVE

GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit Of Insurance For Each Location (Absence of a limit or deductible below means that the corresponding ITEM TWO limit or deductible applies.)
1	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.
2	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

POLICY NUMBER: CCP502665

ITEM FIVE (Cont'd)

3	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

PREMIUM FOR ALL LOCATIONS

Comprehensive	$
Specified Causes Of Loss	$
Collision	$

DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ EXCESS INSURANCE

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ PRIMARY INSURANCE

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

ITEM SIX

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liability Coverage is Primary)	PREMIUM
	$	$		$
			TOTAL PREMIUM	$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

CAG 1951 1203

POLICY NUMBER: CCP502869

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	$	$	$
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $______ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	$	$	$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO.	$	$	$
			TOTAL PREMIUM	$

ITEM SEVEN

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION: Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED: Original Cost New	PURCHASED: Actual Cost & NEW (N) USED (U)	TERRITORY: Town & State Where The Covered Auto Will Be Principally Garaged
1		$	$	
2		$	$	
3		$	$	
4		$	$	
5		$	$	

Covered Auto No.	CLASSIFICATION: Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor Liab.	Primary Rating Factor Phy. Dam.	Secondary Rating Factor	Code	EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At The Time Of The Loss.
1									
2									
3									
4									
5									

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CF000146

CSC000146

PL000465

PA 00944

POLICY NUMBER: CC5602369

ITEM SEVEN

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. End. Minus Deductible Shown Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In P.P.I. End. Minus Deductible Shown Below	Premium
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
Total Premium		$		$	$		$

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)					
	AUTO MEDICAL PAYMENTS		COMPREHENSIVE		SPECIFIED CAUSES OF LOSS	
	Limit	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium
1	$	$	$	$	$	$
2	$	$	$	$	$	$
3	$	$	$	$	$	$
4	$	$	$	$	$	$
5	$	$	$	$	$	$
Total Premium		$		$		$

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)			
	COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
Total Premium		$		$

Andrew v CSO
CF000147

CSC000147

PL000466

PA 00945

ITEM EIGHT

MEDICAL PAYMENTS COVERAGE – PREMISES AND OPERATIONS – NONOWNED AUTOS USED IN YOUR BUSINESS (REFER TO ITEM SEVEN FOR MEDICAL PAYMENTS PREMIUMS FOR COVERED AUTOS YOU OWN.)

COVERAGE	PREMIUM DETERMINATION	PREMIUM
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium.	$
Premises and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Premises and Operations Medical Payments Premium equals % of the Liability Premium.	$
Premises and Operations and Auto Medical Payments	Premises and Operations and Auto Medical Payments Premium equals % of the Liability Premium.	$

ITEM NINE

PHYSICAL DAMAGE COVERAGE – AUTOS HELD FOR SALE – TYPES OF COVERED AUTOS AND INTERESTS IN THESE AUTOS – PREMIUMS – REPORTING OR NONREPORTING BASIS

The Physical Damage Coverage provisions of the Garage Coverage Form relating to dealers apply to those "autos" held for sale by non-dealers and trailer dealers.

Each of the following Physical Damage Coverage coverages that is indicated in ITEM TWO applies only to the types of "autos" and interests indicated below by "X".

COVERAGES	TYPES OF "AUTOS"		INTERESTS COVERED			
	New "Autos"	Used "Autos" Demonstrators	Your Interest In Covered "Autos" You Own	Your Interest Only In Financed Covered "Autos"	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interests In Any "Auto" Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive	☐	☐	☐	☐	☐	☐
Specified Causes Of Loss	☐	☐	☐	☐	☐	☐
Collision	☐	☐	☐	☐	☐	☐

LOCATION NO.	COVERAGES	LIMIT OF INSURANCE FOR EACH LOCATION	RATES	PREMIUM
1	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS		$
	Specified Causes Of Loss	SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.		
2	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS		$
	Specified Causes Of Loss	SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.		

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ITEM NINE (Cont'd)

3	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS				$
	Specified Causes Of Loss	SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
All	Collision	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO.				$
		BLANKET ANNUAL COLLISION RATES				
		First $50,000	$50,001 to $100,000	Over $100,000	Adjustment Factor	Premium
						$
				TOTAL PREMIUM	$	

Our limit of insurance for "loss" at locations other than those stated in ITEM THREE.

$ Additional locations where you store covered "autos"

$ In transit

PREMIUM BASIS – Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X").

☐ **REPORTING BASIS** (Quarterly or Monthly as Indicated below by "X")

You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location no. 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other non-"employees", and covered "autos" that are temporarily displayed or stored at locations other than those stated in ITEM THREE above. For your main sales location you must include the total value of all service vehicles.

YOUR REPORTING BASIS IS:

☐ **QUARTERLY**

You must give us your first report by the fifteenth of the fourth month after the policy begins. Your subsequent reports must be given to us by the fifteenth of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.

☐ **MONTHLY**

You must give us your reports by the fifteenth of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

☐ **NONREPORTING BASIS**

Stated limit of insurance shown above applies.

Loss Payee – Any loss is payable as interest may appear to you and:

Andrew v CSC
CF000149

CSC000149

PL000468

PA 00947

Policy Number CCP502869 CIL 15 00b 02 02

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

Form/ Endt. # | Edition Date | Title | Total # of forms selected: 15

Forms Applicable to this Coverage Part - INTERLINE-ALL COVERAGE PARTS

CIL 15 00B 02 02..............SCHEDULE OF FORMS AND ENDT
CSCP 10 00 02 04..............POLICY JACKET
CSCP 10 01 03 06..............COMMON POLICY DECLARATIONS
CCP 20 30 03 07................SERVICE OF SUIT CLAUSE
IL 00 03 09 07................CALCULATION OF PREMIUM
IL 00 17 11 98................COMMON POLICY CONDITIONS

Forms Applicable to this Coverage Part - GARAGE

CAG 1900 12 03................GARAGE COVERAGE FORM DECLARATIONS
CA 00 05 10 01................GARAGE COVERAGE FORM
CA 01 36 10 01................NV CHANGES
CA 03 01 03 06................DEDUCTIBLE LIABILITY COVERAGE
CA 23 84 01 06................EXCLUSION OF TERRORISM
CAG 1917 03 06................REDUCED LIMITS ENDT-YOUTHFUL DRIVERS
CAG 1919 08 07................GARAGE OPERATIONS LIMITATION ENDT
CAG 1951 12 03................GARAGE COV FORM-NON-DEALERS SCHEDULE
IL 00 21 05 04................NUCLEAR ENERGY LIAB EXCL ENDT

CAG1901(01/08) - ADDITIONAL CONDITIONS AND EXCLUSIONS
IL0118(07/01) - NEVADA CHANGES - CONCEALMENT; MISREPRESENTATION OR FRAUD

CCP 20 10 03 07

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
OCEAN MARINE COVERAGE PARTS
ASSISTED LIVING CLAIMS MADE LIABILITY COVERAGE PART
REAL ESTATE AGENTS ERRORS & OMISSIONS COVERAGE

It is agreed that in the event of the failure by us to pay any amount claimed to be due hereunder, we will, at your request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may be made upon the person or organization shown in the Policy Declarations or upon us at the address shown in the policy jacket.

And that in any suit instituted against any one of them upon this contract, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of us in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Directors of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IL 00 03 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advanced written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate services or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

GARAGE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
21	Any "Auto"	
22	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifically Described "Autos"	Only those "autos" described in Item Seven of the Non-Dealers' and Trailer Dealers' Supplementary Schedule or Item Nine of the Dealers' Supplementary Schedule for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Seven or Item Nine).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners, (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households while used in your garage business.

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Symbol		Description Of Covered Auto Designation Symbols
30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households, who pay for the services performed.
31	Dealers "Autos" And "Autos" Held For Sale By Non-Dealers Or Trailer Dealers (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Seven of the Dealers' Supplementary Schedule or Item Nine of the Non-Dealers' and Trailer Dealers' Supplementary Schedule.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **21, 22, 23, 24, 25,** or **26** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **27** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers And Temporary Substitute Autos

If Liability coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

1. **"Garage Operations" – Other Than Covered "Autos"**
   a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

      We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" has been exhausted by payment of judgments or settlements.
   b. This insurance applies to "bodily injury" and "property damage" only if:
      (1) The "accident" occurs in the coverage territory;
      (2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no "insured" listed under **Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "accident" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under **Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under **Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "accident" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. **"Garage Operations" – Covered "Autos"**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

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We have the right and duty to defend any "Insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "Insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

3. **Who Is An Insured**

a. The following are "insureds" for covered "autos":

(1) You for any covered "auto".

(2) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(a) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(c) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is your "garage operations".

(d) Your customers, if your business is shown in the Declarations as an "auto" dealership. However, if a customer of yours:

(i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

(ii) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.

(e) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

(3) Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

b. The following are "insureds" for "garage operations" other than covered "autos":

(1) You.

(2) Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders but only while acting within the scope of their duties.

4. **Coverage Extensions**

a. **Supplementary Payments**

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. **Out-Of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. **Exclusions**

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. **Contractual**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

c. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2) or (3) above are directed.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

a. Property owned, rented or occupied by the "insured";

b. Property loaned to the "insured";

c. Property held for sale or being transported by the "insured"; or

d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";

(2) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;

(3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

(a) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the "pollutants"; or

(b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or

(4) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs **a.(1)** and **a.(3)(b)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph **a.(1)** does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Paragraph **a.(3)(b)** does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants";

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

10. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

11. Watercraft Or Aircraft

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

12. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

13. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

14. Loss Of Use

Loss of use of other property not physically damaged if caused by:

a. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **14.b.**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

17. Liquor Liability

"Bodily injury" or "property damage" for which an "insured" may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you use the premises in part for the following purposes:

(1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:

(a) Requires a license; or

(b) Is for the purpose of financial gain or livelihood; or

(2) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

C. Limit Of Insurance

1. Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" consist of damages resulting from "garage operations", other than the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos", including the following coverages, if provided by endorsement:

a. "Personal injury" liability coverage,

b. "Personal and advertising injury" liability coverage;

c. Host liquor liability coverage;

d. Fire legal liability coverage;

e. Incidental medical malpractice liability coverage;

f. Non-owned watercraft coverage;

g. Broad form products coverage.

Damages payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos".

Subject to the above, the most we will pay for all damages resulting from all "bodily injury" and "property damage" resulting from any one "accident" is the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

The Aggregate Limit of Insurance – "Garage Operations" Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

2. **Limit Of Insurance – "Garage Operations" – Covered "Autos"**

   For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

   Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" for Liability Coverage shown in the Declarations.

   Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

   All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

   No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

D. Deductible

We will deduct $100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III – GARAGEKEEPERS COVERAGE

A. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

   a. **Comprehensive Coverage**

      From any cause except:

      (1) The "customer's auto's" collision with another object; or

      (2) The "customer's auto's" overturn.

   b. **Specified Causes Of Loss Coverage**

      Caused by:

      (1) Fire, lightning or explosion;

      (2) Theft; or

      (3) Mischief or vandalism.

   c. **Collision Coverage**

      Caused by:

      (1) The "customer's auto's" collision with another object; or

      (2) The "customer's auto's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. **Who Is An Insured**

   The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

   a. You.

   b. Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. **Coverage Extensions**

   The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

   a. All expenses we incur.

b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

B. Exclusions

1. This insurance does not apply to any of the following:

   a. **Contractual Obligations**

   Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

   b. **Theft**

   "Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

   c. **Defective Parts**

   Defective parts or materials.

   d. **Faulty Work**

   Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

   a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".

   b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

   c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

   d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

C. Limit Of Insurance And Deductible

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location minus the applicable deductibles for "loss" caused by collision; and

   a. Theft or mischief or vandalism; or

   b. All perils.

2. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

   a. Theft or mischief or vandalism; or

   b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. **Comprehensive Coverage**

   From any cause except:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

   b. **Specified Causes Of Loss Coverage**

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft;

   (3) Windstorm, hail or earthquake;

   (4) Flood;

   (5) Mischief or vandalism; or

   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

   c. **Collision Coverage**

   Caused by:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

2. **Towing – Non-Dealers Only**

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extension**

a. **Transportation Expenses**

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. **Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. **Nuclear Hazard**

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. **War Or Military Action**

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

a. Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.

b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

f. Any accessories used with the electronic equipment described in Paragraph **e.** above.

Exclusions **2.e.** and **2.f.** do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

3. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

a. Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

b. Your acquiring an "auto" from a seller who did not have legal title.

4. If your business is shown in the Declarations as an "auto" dealership, we will not pay for:

a. Your expected profit, including loss of market value or resale value.

b. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.

c. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.

d. Under the Specified Causes of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

6. **Other Exclusions**

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown;

b. Blowouts, punctures or other road damage to tires.

C. Limits Of Insurance

1. The most we will pay for "loss" to any one covered "auto" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

4. For those businesses shown in the Declarations as "auto" dealerships, the following provisions also apply:

a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Auto Dealers Supplementary Schedule for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Auto Dealers Supplementary Schedule for "loss" in transit.

b. **Quarterly Or Monthly Reporting Premium Basis**

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit of Insurance shown in the Auto Dealers Supplementary Schedule for the applicable location.

c. **Non-Reporting Premium Basis**

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations provided that:

1. **"Auto" Dealers Only Special Deductible Provisions**

If your business is shown in the Declarations as an "auto" dealership:

a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

b. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

2. **Non-Dealers Only Special Deductible Provisions**

If your business is shown in the Declarations as something other than an "auto" dealership, the Comprehensive Coverage deductible does not apply to "loss" caused by fire or lightning.

SECTION V – GARAGE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. **Loss Conditions**

1. **Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover:

a. "Bodily injury", "property damage" and "losses" occurring; and

b. "Covered pollution cost or expense" arising out of "accidents" occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer.

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer. It also includes any "customer's auto" while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households who pay for services performed.

F. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

G. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

I. "Insured" means any person or organization qualifying as an insured in the Who Is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

J. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. An elevator maintenance agreement;
7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
   b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver.

4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

K. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

L. "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.

M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

N. "Products" includes:

a. The goods or products you made or sold in a garage business; and

b. The providing of or failure to provide warnings or instructions.

O. "Property damage" means damage to or loss of use of tangible property.

P. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are claimed.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

R. "Trailer" includes semitrailer.

S. "Work you performed" includes:

a. Work that someone performed on your behalf; and

b. The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

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2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
   a. Physical injury that involves a substantial risk of death; or
   b. Protracted and obvious physical disfigurement; or
   c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this Exclusion, Paragraph **C.6.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the Exclusion in Paragraphs **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

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2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

I. Changes In Conditions

A. For a covered "auto" licensed in, or "Garage Operations" conducted in, Nevada, the **Other Insurance Condition** is changed by adding the following:

1. When two Coverage Forms providing liability coverage apply to an "auto" and:

   a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos", and

   b. The other provides coverage to a person not engaged in that business, and

   c. At the time of an "accident" a person described in **1.b.** is operating the "auto", then

   that person's liability insurance is primary and the Coverage Form issued to a business described in 1.a. is excess over any insurance available to that person.

2. When two Coverage Forms providing liability coverage apply to an "auto" and:

   a. One provides coverage to a named insured engaged in the business of repairing or servicing "autos", and

   b. The other provides coverage to a person not engaged in that business, and

   c. At the time of an "accident" a person described in **2.b.** is operating an "auto" owned by the business described in **2.a.** as a temporary substitute auto while that person's "auto" is being repaired or serviced by the business described in **2.a.**, then

   that person's liability coverage is primary and the Coverage Form issued to the business described in 2.a. is excess over any insurance available to that person.

B. The Conditions Provision is amended as follows:

The **Transfer Of Rights Of Recovery Against Others To Us** Provision does not apply to Medical Payments.

II. Anti-Stacking Provisions

The contrasting type contained in this endorsement is in compliance with Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement.

Exclusions 2. and 3. in the Auto Medical Payments Coverage Endorsement are replaced by the following:

2. **"BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.**

3. "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".

The first paragraph of the **Limit Of Insurance** Provision in **Section II – Liability Coverage** in the Business Auto Coverage Form and Truckers Coverage Form is replaced by the following:

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first four paragraphs of the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage** in the Garage Coverage Form are replaced by the following:

1. **AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS"**

   FOR "GARAGE OPERATIONS" OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

   REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR THE SUM OF ALL DAMAGES INVOLVING "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS" IS THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES PAYABLE UNDER THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" CONSIST OF DAMAGES RESULTING FROM "GARAGE OPERATIONS", OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF THE "AUTOS" INDICATED IN SECTION I OF THIS COVERAGE FORM AS COVERED "AUTOS", INCLUDING THE FOLLOWING COVERAGES, IF PROVIDED BY ENDORSEMENT:

a. "PERSONAL INJURY" LIABILITY COVERAGE;

b. "PERSONAL AND ADVERTISING INJURY" LIABILITY COVERAGE;

c. HOST LIQUOR LIABILITY COVERAGE;

d. FIRE LEGAL LIABILITY COVERAGE;

e. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE;

f. NON-OWNED WATERCRAFT COVERAGE;

g. BROAD FORM PRODUCTS COVERAGE.

DAMAGES PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS".

SUBJECT TO THE ABOVE, THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ALL "BODILY INJURY" AND "PROPERTY DAMAGE" RESULTING FROM ANY ONE "ACCIDENT" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first two paragraphs of the **Limit Of Insurance – "Garage Operations" – Covered "Autos"** Provision in **Section II – Liability Coverage** in the Garage Coverage Form are replaced by the following:

2. LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS"

   FOR "ACCIDENTS" RESULTING FROM "GARAGE OPERATIONS" INVOLVING THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

   REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

   DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS".

The **Limit Of Insurance** Provision in the Auto Medical Payments Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS.

Paragraph 1. of the **Limit Of Insurance And Deductible** Provision in the Garagekeepers Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE AND DEDUCTIBLE

1. **REGARDLESS OF THE NUMBER OF "CUSTOMER'S AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION MINUS THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY COLLISION: AND**
   a. **THEFT OR MISCHIEF OR VANDALISM; OR**
   b. **ALL PERILS.**

The **Limit Of Insurance** Provision in the Farm Labor Contractors Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

1. **REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE LIMIT OF INSURANCE IS AS FOLLOWS:**
   a. **THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" TO ANY ONE PERSON CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH PERSON".**
   b. **SUBJECT TO THE LIMIT FOR "EACH PERSON", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH ACCIDENT".**
   c. **THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "PROPERTY DAMAGE" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "PROPERTY DAMAGE" LIABILITY SHOWN IN THE DECLARATIONS.**

The **Limit Of Insurance** Provision in the Garage Locations and Operations Medical Payments Insurance Endorsement is replaced by the following:

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF PERSONS WHO SUSTAIN "BODILY INJURY", PREMIUMS PAID, OR CLAIMS MADE, THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH PERSON INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF MEDICAL PAYMENTS INSURANCE SHOWN IN THE DECLARATIONS.

The following is added to the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage** for the Personal Injury Liability Coverage – Garages Endorsement:

SUBJECT TO THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN "AUTO" AND REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR ALL DAMAGES BECAUSE OF ALL "PERSONAL INJURY" SUSTAINED BY ANY ONE PERSON OR ORGANIZATION IS THE PERSONAL INJURY LIMIT OF INSURANCE SHOWN IN THE SCHEDULE OF THE PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT.

Paragraph 8. of General Condition in the Business Auto Coverage Form, Truckers Coverage Form, and Garage Coverage Form is replaced by the following:

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY ISSUED TO YOU BY US OR ANY COMPANY AFFILIATED WITH US APPLY TO THE SAME "ACCIDENT", THE AGGREGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT". THIS CONDITION DOES NOT APPLY TO ANY COVERAGE FORM OR POLICY ISSUED BY US OR AN AFFILIATED COMPANY SPECIFICALLY TO APPLY AS EXCESS INSURANCE OVER THIS COVERAGE FORM.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REDUCED LIABILITY LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The following is added to **SECTION II – LIABILITY COVERAGE, C. Limit of Insurance, 2. Limit of Insurance – "Garage Operations" – Covered "Autos"**

The maximum limit of liability afforded by this policy for an "accident" involving an "insured" driver under the age of twenty-one (21) or anyone operating an "auto" without a proper or valid operator's license as required by the state in which the "auto" is being operated shall not exceed the basic financial responsibility limit required by the state in which the "accident" occurs.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "accident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS AND EXCLUSIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. SECTION II – LIABILITY COVERAGE, B. Exclusions, 10. Racing, is deleted and replaced with the following:

10. Racing

Covered "autos" or sponsoring "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

B. The following are added to SECTION II – LIABILITY COVERAGE, B. Exclusions:

18. Asbestos or Lead

"Bodily injury" or "property damage" arising out of or resulting from the disposal, existence, handling, ingestion, inhalation, removal, sale, storage, transportation or use of:

a. Asbestos or any material containing asbestos; or
b. Lead, lead based paint, lead compounds or any material containing lead.

19. Criminal Acts

"Bodily injury" or "property damage" arising out of or resulting from a criminal act committed by or at the direction of any named insured or additional insured.

20. Dogs Or Animals

"Bodily injury" or "property damage" arising out of the ownership, use, custody or control of dogs or any other animal.

21. Towing of Autos

"Bodily injury" or "property damage" arising out of the ownership, operations, maintenance or use of any covered "auto" in your "garage operations" such as a tow truck, car hauler or other service "auto" used to move, tow, haul or carry "autos", unless such covered "auto" is shown in the Schedule of Covered "Autos" in the Supplementary Schedule and designated by Symbol 27 in the GARAGE COVERAGE FORM DECLARATIONS.

22. Punitive, Exemplary Treble Damages or Multipliers of Attorney's Fees

Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier or attorney's fees statutorily awarded to the prevailing party.

23. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

a. "Bodily injury" or "property damage" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria or other living or dead organism or
b. "Bodily injury" or "property damage" arising out of, caused by, alleging to be contributed to in any way by any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause or
c. "Bodily injury" or "property damage" arising out of, caused by, or alleging to be contributed to in any way by any insured's use, sale, installation or removal of any substance, material, or

other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction.

d. "Bodily Injury" or "property damage" arising out of, caused by, or alleging to be contributed to in any way to toxic or hazardous properties of minerals or other substances.

24. Assault and Battery

1. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or resulting from:
   (a) any actual, threatened or alleged assault or battery;
   (b) the failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
   (c) the failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
   (d) the rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated by any assault or battery;
   (e) the negligent:
      (i) employment;
      (ii) investigation;
      (iii) supervision;
      (iv) training;
      (v) retention;
   of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **1. (a), (b), (c)** or **(d)** above;
   (f) any other cause of action or claim arising out of or as a result of 1. (a), (b), (c), (d) or (e) above.
2. We shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
   (a) any actual or alleged injury arises out of any combination of an assault or battery-related cause and a non-assault or battery-related cause.
   (b) any actual or alleged injury arises out of a chain of events which includes assault or battery, regardless of whether the assault or battery is the initial precipitating event or a substantial cause of injury.
   (c) any actual or alleged injury arises out of assault or battery as a concurrent cause of injury, regardless of whether the assault or battery is the proximate cause of injury.
3. For the purposes of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault.

25. Athletic or Sports Participants

"Bodily Injury" to any person while practicing for, participating in or officiating at any sports or athletic contest or exhibition that you sponsor or in which you or your employees or guests participate.

26. Bodily Injury To Independent Contractors

It is agreed that this insurance does not apply to "bodily injury" to any independent contractor or the "employee" of any independent contractor while such independent contractor or their "employee" is working on behalf of any insured.

27. Transfer Of Ownership

"Bodily injury" or "property damage" occurring after possession of an "auto" has been surrendered to another person pursuant to sale, conditional sale, gift, abandonment, or lease.

28. Used Parts

"Bodily injury" or "property damage" arising out of allegedly defective used parts (including used tires) that you sold or installed.

29. Salvage Titled Autos

"Bodily Injury" or "property damage" arising out of accidents involving "autos" you sold that have "salvage titles". For purposes of this exclusion, "salvage title" means an "auto" title that was issued after the "auto" was determined to be a total loss.

30. Refrigerated Truck and Trailer Exclusion
We will not pay your liability for loss or damage, including but not limited to food spoilage, discoloration, bruising, spotting, sourness, decay or decomposition or freezing or thawing, caused by or resulting from the breakdown or malfunction of refrigerated truck or trailer equipment including losses arising out of changes in temperature or extremes of temperature or humidity within any refrigerated trailers.

C. The following are added to **SECTION III – GARAGEKEEPERS COVERAGE, B. Exclusions**:

3. Lot Protection
We will not pay for "loss" due to theft of a "customer's auto" or any portion of a "customer's auto" when the described premises are closed for business or unattended if:
   a. the lot where the "customer's autos" are located is not protected (all entrances, exits, or openings, and the entire perimeter be surrounded by fences with gates or heavy chains and locks); or
   b. the building where "customer's autos" are located is not protected with locked and secured openings.
4. Towing of Autos
We will not pay for "loss" to a "customer's auto" arising out of the ownership, operation, maintenance or use of any "auto" in your "garage operations", such as a tow truck, car hauler or other service that is used to move, tow, haul or carry any "customer's autos".
5. Auto Repossession
We will not pay for "loss" to an "auto" arising out of any repossession of "autos".
6. Key Restriction
We will not pay for "loss" due to theft or vandalism of a "customer's auto" or any portion of a "customer's auto" if the keys are left in or upon an unattended "auto".
7. **Owned, consigned, or any autos held for sale.**
We will not pay for "loss" to any "auto" held on consignment or held for sale by any insured.

D. The following are added to **SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions**:

7. **Theft**
We will not pay for "loss" due to theft or conversion of an "auto" or any portion of an "auto" caused in any way by you, your "employees" or by your shareholders.
8. Lot Protection
We will not pay for "loss" due to theft of an "auto" or any portion of an "auto" when the described premises are closed for business or unattended if:
   a. the lot where the "customer's autos" are located is not protected (all entrances, exits, or openings, and the entire perimeter be surrounded by fences with gates or heavy chains and locks); or
   b. the building where "customer's autos" are located is not protected with locked and secured openings.
9. Key Restriction
We will not pay for "loss" due to theft or vandalism of an "auto" or any portion of an "auto" if the keys are left in or upon an unattended "auto".
10. Earthquake, Mudslide or Flood
We will not pay for "loss" caused by an earthquake, mudslide or flood.

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E. **SECTION IV – PHYSICAL DAMAGE COVERAGE, D. Deductible,** is deleted and replaced with the following:

D. **Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations, subject to the following:

1. The deductible shown in the GARAGE COVERAGE FORM DECLARATIONS or any Supplementary Schedule for Comprehensive Coverage or Specified Causes of Loss Coverage for each covered "auto" is subject to all causes of "loss".
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible for all such "loss" for Comprehensive Coverage or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event.

F. **SECTION V – GARAGE CONDITIONS, A. Loss Conditions 4. Loss Payment – Physical Damage Coverage, a.** is deleted and replaced by the following:

a. **Pay for,** repair or replace damaged or stolen property but payment of a stolen "auto" will be no sooner than 30 days from the date the "auto" was reported stolen to the authorities;

G. **SECTION V – GARAGE CONDITIONS, B. General Conditions, 6. Premium Audit** is deleted and replaced with the following:

6. Premium Audit

Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. At the close of each audit period (or part thereof terminating with the end of the policy period) we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium is due. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to further adjustment.

H. **SECTION VI – DEFINITIONS,** item G, is deleted and replaced with the following:

G. "Employee" includes a "leased worker" and a "temporary worker" whether paid or acting as a volunteer.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud;

committed by an insured ("insured") at any time and relating to a claim under this policy.

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Jan Taylor

From:	Daniel Mayer
Sent:	Wednesday, March 30, 2011 6:32 PM
To:	Claims Transcription
Cc:	Lisa Henderson
Subject:	FW: 61367 Blue Streak Auto-disclaimer-30 days runs April 2, 2011

Approved for mailing.

Daniel L. Mayer
Managing Claims Attorney, AVP
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Century Surety Company
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614.895.7040 fax
dmayer@centurysurety.com

From:	Lisa Henderson
Sent:	Thursday, March 10, 2011 2:52 PM
To:	Daniel Mayer
Subject:	61367 Blue Streak Auto-disclaimer-30 days runs April 2, 2011

61367 Disclaimer Ltr to Ins ...

Daniel,
For your review,
Lisa

Lisa M. Henderson
Claims Attorney
Century Insurance
A Subsidiary of Meadowbrook Insurance Group
23733 N. Scottsdale Road, Ste. 100
Scottsdale, Arizona 85255
(602) 216-6589 Direct
(800) 840-0483 Toll Free
(614) 895-7040 Fax
LHenderson@centurysurety.com

Andrew v CSC
CFC00191

CSC000191

PL000510

PA 00989

CENTURY INSURANCE
A SUBSIDIARY OF MEADOWBROOK INSURANCE GROUP

March 31, 2011

VIA CERTIFIED, REGULAR MAIL and EMAIL
91 7108 2133 3938 1276 9955
via email to: mav7776@yahoo.com

Michael Vasquez
Blue Streak Auto Detailing
3675 E. Post Road, Suite B
Las Vegas, NV 89120

Michael Vasquez
Blue Streak Auto Detailing
1886 Via Perenz
Henderson, NV 89044

RE: *Ryan Pretner, et. al. v. Michael Vasquez and Blue Streak Auto Detailing, LLC*
Named Insured: Blue Streak Auto Detailing
Policy No.: CCP502889 (eff. 6/27/08 to 6/27/09)
Date of Loss: January 12, 2009
Claim No.: 01-061367

Dear Mr. Vasquez:

I am the in-house claims attorney for Meadowbrook Claim Services assigned to oversee this claim on behalf of Century Surety Company ("Century"). Century is in receipt of a Complaint filed Lee Prether and Dana Andrew as legal guardians of Ryan T. Pretner, an Adult ward, and Ryan T. Prether, individually against Michael A Vasquez and Blue Streak Auto Detailing LLC in the District Court of Nevada, Clark County (hereinafter "the Pretner Action"). Upon careful review of the Complaint and policy we have determined that no coverage is available for this claim. As such, Century hereby declines to provide you with either a defense or indemnity in the action brought by Pretner. Please read this letter carefully for a more detailed explanation of Century's coverage position.

I. FACTUAL BACKGROUND

The following facts are based in large part upon the allegations contained in the Complaint referenced above. The allegations are reviewed here simply for the purpose of explaining Century's coverage position. Century's review of these allegations should not be construed as a comment on their truthfulness as Century does not mean to assert that any or all of those allegations are true. That said, please advise us if you believe that we have misunderstood or misconstrued the allegations.

According to the complaint, on January 12, 2009, Michael Vasquez struck Ryan Pretner with the side view mirror of his truck while Pretner was riding his bike. Pretner was thrown from the bike and sustained "catastrophic" injuries. Mr. Vasquez was driving a 2007 Ford F-150 sometimes used during the course of Blue Streak Auto's business of mobile detailing.

Lisa Henderson
Claims Attorney
LHenderson@centurysurety.com | 800-840-0463
Mailing Address: P.O. Box 163340 Columbus, Ohio 43216-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85255
Phone: 888-651-0424 Fax: 614-895-7040 Website: www.centurysurety.com

The Police report created following the accident indicates that Mr. Vasquez told the reporting officer that he had finished work for the day and was on his way to his uncle's house at the time of the accident. On April 28, 2009, he confirmed as much in a recorded statement given to Century's investigator in which he indicated that at the time of the accident he was driving to his uncle's house to pick up mail and that this activity had nothing to do with the Blue Streak Auto's business.

In a letter dated June 5, 2009, Century denied coverage for this claim. On January 7, 2011, the Complaint was filed. On March 3, 2011, Century was provided with a copy of that Complaint and again asked to provide coverage.

II. POLICY

Century issued policy number CCP502869 to Blue Streak Auto Detailing for the period spanning June 27, 2008 to June 27, 2009. The policy provides Garage Coverage wit liability limits of $1,000,000 per accident and $2,000,000 in the aggregate subject to a $1,000 per accident deductible. Garage operations are described as "auto detailing and wash." The policy covers the insured location of 3675 E. Post Rd., Ste. B, Las Vegas, Nevada 89120.

Pertinent portions of the policy read as follows:

> **SECTION I – COVERED AUTOS**
>
> Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".
>
> **A. Description Of Covered Auto Designation Symbols**

29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households while used in your garage business.

> **SECTION II – LIABILITY COVERAGE**
>
> **A. Coverage**
>
> **1. "Garage Operations" – Other Than Covered "Autos"**
>
> a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

Michael Vasquez
Blue Streak Auto Detailing
March 31, 2011
Page 3 of 5

We have the right and duty to defend any "insured" against a "suit" asking for those damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" has been exhausted by payment of judgments or settlements.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "accident" occurs in the coverage territory;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no "insured" listed under **Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "accident" or claim, know that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under **Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under **Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "accident" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. "Garage Operations" – Covered "Autos"

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

SECTION VI – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semi-trailer.

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

CAG 1919 (06/07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE OPERATIONS LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

The following work and operations are included within the definition of "Garage operations":
Auto Detailing and Wash

Coverage for classifications, operations or premises *not* shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

While we have quoted specific portions here to bring them to your attention, Century reserves its right to rely on other portions of the policy's language. We encourage you to read the policy in its entirety so you are familiar with the coverage available.

III. CENTURY'S COVERAGE POSITION

The portions of the Garage Coverage Policy Form, Section I and Section II quoted above indicate that Century will pay sums that the insured becomes legally obligated to pay as damages resulting from covered "bodily injury" or "property damage" caused by an "accident" and resulting from "garage operations" other than ownership, maintenance or use of covered "autos." The term "garage operations" is defined to include your business described as "auto detailing and wash." In this case, you told both the policy and Century that you were not performing any "garage operations" at the time of the accident but had finished your work for the day and were performing a personal errand unrelated to Blue Streak Auto's business. Because the accident at issue did not result from "garage operations," it falls entirely outside of the policy's scope of coverage. For this reason, Century again declines to provide you with a defense or indemnity for this claim.

There may be other reasons why coverage does not apply. As such, this letter should not be construed as waiving any of Century's rights under the policy or applicable law to limit and/or deny coverage. Century reserves the right to rely on any additional facts, policy provisions, or other relevant information that may affect coverage to alter its position in the future. We do not waive our right to disclaim coverage for any other valid reason which may arise.

IV. CONCLUSION

Century trusts that you understand its coverage position, but if you have any questions or concerns please do not hesitate to contact us. Further, if you believe we have omitted any relevant information or if you are aware of, or become aware of, any additional information that you believe may affect Century's coverage position, please contact us immediately. Century reserves its right to consider additional information and reassess its coverage position should the circumstances so warrant.

Please do not hesitate to call if you have any questions or concerns.

Very truly yours,

CENTURY SURETY COMPANY

Lisa M. Henderson
Claims Attorney

LMH/jt

cc: The Harris Agency
5105 South Durango Dr. Ste. 100
Las Vegas, NV 89113

Heritage General Agency Insurance Services
via email to: Fsobott@heritagegeneral.com

04/13/2011 04:35 PM 4268F_7293

Please Send by Certified Mail with Return Receipt

To:

Michael Vasquez
Blue Streak Auto Detailing
3675 E. Post Road, Suite B
Las Vegas, NV 89120

Certified Mail Number: 91 7108 2133 3938 1276 0955

Department Charge Code: Claims

Sent for: Claim No. 01-061367

Sent By: Jan Taylor

Date: 03/31/11

Mailroom:

Date Sent : 4-1-11
Initials: JB

04/13/2011 04:35 PM 4268F_7293

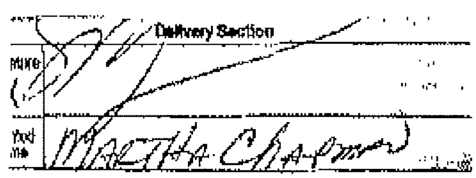
UNITED STATES POSTAL SERVICE.

Date Produced: 04/11/2011

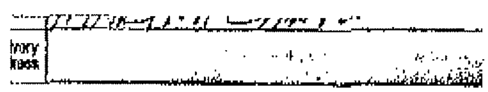
MEADOWBROOK INC- OH

The following is the delivery information for Certified Mail™ item number 7108 2133 3938 1276 8955. Our records indicate that this item was delivered on 04/08/2011 at 12:21 p.m. in LAS VEGAS, NV, 89118. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 6555558 3062624601 061367

PRINCE & KEATING
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
(702) 228-6800
(702) 228-0443 - FAX

FACSIMILE COVER SHEET

TO : Charles Holland Fax No.: (614) 895-7040

FROM: Lisa M. Lee, paralegal to Dennis M. Prince DATE: 6/27/11

RE : *Ryan Pretner, claim no. 01-061367*

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 6

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (702) 228-6800 AND ASK FOR LISA LEE.

ORIGINAL WILL BE SENT VIA:

_____ MAIL _____ OVERNIGHT COURIER _____ RUNNER

__x__ ORIGINAL WILL NOT BE SENT VIA MAIL

PRINCE & KEATING
ATTORNEYS AT LAW
[illegible]
Las Vegas, Nevada [illegible]
Telephone [illegible]
Facsimile [illegible]
[illegible]

Reply To: Dennis M. Prince
Email: DPrince@PrinceKeating.com

June 27, 2011

VIA FACSIMILE (614) 895-7040

Charles C. Holland
Senior Claims Handler
Century Insurance Company
P.O. Box 163340
Columbus, Ohio 43216-3340

RE: Our Client: Ryan T. Premer
Your Insured: Blue Streak Auto Detailing, Inc.
Claim No.: 01-061367
Date of Loss: 01/12/09

Dear Mr. Holland:

As you know, this firm represents Ryan T. Premer in connection with the above-referenced motor vehicle accident. A copy of the complaint filed in this matter was forwarded to you on March 3, 2011. We served the Summons and Complaint on Defendant Blue Streak Auto Detailing on April 7, 2011, and on Defendant Michael A. Vasquez on April 13, 2011. To date, we have received no response. As a result, a Default has been entered against both Defendants. We have enclosed copies of the Defaults for your review.

Please contact our office to discuss this matter in greater detail. We look forward to hearing from you.

Sincerely,

PRINCE & KEATING

Dennis M. Prince

DMP:lml
enclosures

cc: Dana Andrew

DFLT
DENNIS M. PRINCE
Nevada Bar No. 5092
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DPrince@PrinceKeating.com
Attorney for Plaintiff
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

Electronically Filed
06/27/2011 10:26:02 AM

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually,

Plaintiffs,

vs.

MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive,

Defendants.

CASE NO.: A-11-632845-C
DEPT. NO.: III

DEFAULT

IT APPEARING from the files and records in the above-entitled action that Defendant BLUE STREAK AUTO DETAILING LLC, herein, being duly served with a copy of the Summons and Complaint on the 7th day of April, 2011, that more than 20 days, exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time having been granted, the default of the above-named Defendant for failing

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone (702) 228-6800

to answer or otherwise plead to Plaintiff's Complaint is hereby granted.

CLERK OF COURT

JUN 2 3 2011

BY: ____________________
DEPUTY CLERK DATE
PATRICIA AZUCENA

A638815

Submitted by:

PRINCE & KEATING

____
DENNIS M. PRINCE
Nevada Bar No. 5092
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorneys for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
LAS VEGAS, NEVADA 89117
PHONE (702) 228-6800

IN THE SUPREME COURT OF THE STATE OF NEVADA

CENTURY SURETY COMPANY, Appellant, v. DANA ANDREW, as LEGAL GUARDIANS OF RYAN T. PRETNER; AND RYAN T PRETNER, Respondents.	No. 73756

Electronically Filed
Oct 11 2017 02:50 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

CERTIFIED QUESTION FROM THE UNITED STATES DISTRICT COURT FOR THE STATE OF NEVADA

PETITIONER'S APPENDIX

Volume 4, Pages 751-1000

Docket 73756 Document 2017-34671

GASS WEBER MULLINS LLC
J. Ric Gass (*Pro Hac Vice* Pending)
gass@gwmlaw.com
Brian G. Cahill (*Pro Hac Vice* Pending)
cahill@gwmlaw.com
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CHRISTIAN, KRAVITZ, DICHTER, JOHNSON & SLUGA
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Nevada Bar No. 83
8985 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123
mkravitz@ksjattorneys.com
Telephone: (702) 362-6666
Facsimile: (702) 362-2203

Attorneys for Petitioner,
CENTURY SURETY COMPANY

ALPHABETICAL INDEX TO APPENDIX

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of October, 2017, I served a true and correct copy of the foregoing **PETITIONER'S APPENDIX** by electronic service as follows:

Dennis M Prince
Eglet Prince
400 S. 7th Street, Suite 400
Las Vegas, NV 89101
Telephone: (702) 450-5400
Facsimile: (702) 450-5451
dprince@egletlaw.com
Attorneys for Plaintiffs

An employee of KRAVITZ, SCHNITZER & JOHNSON, CHTD.

EXHIBIT "17"

EXHIBIT "17"

To: Prince & Keating

AUG 0 1 2011

Your Default is being returned to you by the Clerk of the Court's office for the following reason(s):

- ☐ An appearance or Answer was filed on ______________________
- ☐ The required proof of service of the Summons and Complaint is not on file in the Clerk's office.
- ☐ The Order for Service by Publication requires mailing; no proof of mailing a copy of the Summons and Complaint is on file in the Clerk's office. Please file a certificate of mailing.
- ☐ The date of service on the Default does not match the date of service on file.
- ☐ No date of service on the Default.
- ☐ Not eligible for Default until ______________; please resubmit at that time.
- ☐ Party name(s) on Default does not match the name(s) on the Complaint.
- ☐ Court filed Order closing case on ____________. Need to request Department to Re-Open Case.
- ☑ Need to have an Order - Signed - to set aside default.

RETURN THIS DOCUMENT WHEN YOU RESUBMIT THE DEFAULT

If you have any questions, please contact Michelle at 671-0521 or Patty at 671-0531

00087

EXHIBIT "18"

EXHIBIT "18"

NEO
DENNIS M. PRINCE
Nevada Bar No. 5092
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Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

Electronically Filed
08/09/2011 11:33:09 AM

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III <u>NOTICE OF ENTRY OF DEFAULT AS TO DEFENDANT MICHAEL A. VASQUEZ</u>

PLEASE TAKE NOTICE that a Default was entered against Defendant Michael A. Vasquez

. . .

. . .

. . .

on the 27th day of June, 2011, a copy of said Default is attached hereto.

DATED this 9 day of August, 2011.

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

(Page 1 of 2)

Electronically Filed
05/27/2011 10:27:11 AM
05/27/2011 10:27:11 AM

CLERK OF THE COURT

DFLT
DENNIS M. PRINCE
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(702) 228-0443 facsimile
DPrince@PrinceKeating.com
Attorney for Plaintiff
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, Individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, Individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **DEFAULT**

IT APPEARING from the files and records in the above-entitled action that Defendant MICHAEL A. VASQUEZ, herein, being duly served with a copy of the Summons and Complaint on the 13th day of April, 2011, that more than 20 days, exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time having been granted, the default of the above-named Defendant for failing to answer or

CLERK OF THE COURT
JUN 23 2011

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone (702) 228-6800

otherwise plead to Plaintiff's Complaint is hereby granted.

CLERK OF COURT

BY: [signature] JUN 23 2011
DEPUTY CLERK DATE
PATRICIA AZUCENA A638845

Submitted by:

PRINCE & KEATING

[signature]

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorneys for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, Individually

Electronically Filed
08/09/2011 11:31:43 AM

CLERK OF THE COURT

NEO
DENNIS M. PRINCE
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Las Vegas, Nevada 89117
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(702) 228-0443 facsimile
DPrince@PrinceKeating.com
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **<u>NOTICE OF ENTRY OF DEFAULT AS TO DEFENDANT BLUE STREAK AUTO DETAILING, LLC</u>**

PLEASE TAKE NOTICE that a Default was entered against Defendant Blue Streak Auto

. . .

. . .

. . .

Detailing, LLC on the 27th day of June, 2011, a copy of said Default is attached hereto.

DATED this 9 day of August, 2011.

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

(Page 1 of 2)

DFLT
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Attorney for Plaintiff
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

Electronically Filed
06/27/2011 10:28:02 AM

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually,

Plaintiffs,

vs.

MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive,

Defendants.

CASE NO.: A-11-632845-C
DEPT. NO.: III

DEFAULT

IT APPEARING from the files and records in the above-entitled action that Defendant BLUE STREAK AUTO DETAILING LLC, herein, being duly served with a copy of the Summons and Complaint on the 7th day of April, 2011, that more than 20 days, exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time having been granted, the default of the above-named Defendant for failing

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

to answer or otherwise plead to Plaintiff's Complaint is hereby granted.

CLERK OF COURT

JUN 28 2011

BY: ______________________

DEPUTY CLERK DATE

PATRICIA AZUCENA

A633815

Submitted by:

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorneys for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner and Ryan T. Pretner, Individually

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APPL
DENNIS M. PRINCE
Nevada Bar No. 5092
PRINCE & KEATING
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Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **PLAINTIFFS' APPLICATION FOR ENTRY OF DEFAULT JUDGMENT**

Plaintiffs LEE PRETNER and DANA ANDREW, as legal guardians of RYAN T. PRETNER, an adult ward, by and through their attorneys of record, PRINCE & KEATING, hereby moves this Honorable Court for an Entry of Default Judgment pursuant to NRCP 55(b)(2), in favor of the Plaintiffs and against Defendants MICHAEL A VASQUEZ and BLUE STREAK AUTO

DETAILING, LLC, jointly and severally as set forth herein.

This Application is made on the grounds that a Default has been entered against said Defendants for failure to answer or otherwise respond to the Complaint after being properly served with the Summons and Complaint and that said Defendants are not in the military service of the United States nor infants or incompetent persons.

This Application is based upon the Memorandum of Points and Authorities attached hereto, the affidavit of Dennis M. Prince, Esq., attached hereto, the exhibits attached hereto, the pleadings on file in this matter, and on any further information provided at the request of the Court.

Dated this 15 day of February, 2012.

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
ERIC N. TRAN
Nevada Bar No. 11876
Suite 108
Las Vegas, NV 89117
Attorneys for Plaintiffs
LEE PRETNER and DANA ANDREW, as Legal Guardians of RYAN T. PRETNER

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

A. Facts of the Accident

This case stems from an accident involving Ryan Pretner ("Pretner") and Defendant Michael Vasquez ("Vasquez"). On January 12, 2009, Pretner was riding his bicycle traveling eastbound on the paved shoulder of St. Rose Parkway in Henderson, Nevada. At the same time, Vasquez was driving a 2007 Ford F-150 truck also traveling eastbound on St. Rose Parkway.

While Pretner was riding his bicycle lawfully in the shoulder, Vasquez caused his vehicle to drift into the shoulder occupied by Pretner. The right side rear-view mirror of Vasquez's truck violently struck the back of Pretner's helmet. The collision caused Pretner to be violently thrown from his bicycle to the ground resulting in serious, catastrophic, and traumatic brain injuries. At the time of the accident, Vasquez was in the course and scope of his employment with Blue Streak Auto Detailing, LLC ("Blue Streak"). Blue Streak is a mobile detailing business that travels upon the streets of Clark County, Nevada.

After the police were called to the scene to investigate the accident, Vasquez admitted that he was driving at approximately 45-50 miles per hour when he struck Pretner. See Traffic Accident Report attached hereto as **Exhibit A**. The police officers who investigated the accident observed Pretner was unconscious with a "pool of blood" coming from his head area. See Incident Report at page 2 attached hereto as **Exhibit B**.

B. Nature and Extent of Pretner's Injuries

1) Treatment at University Medical Center

Paramedics transported Pretner to the University Medical Center where he was assessed with a severe traumatic brain injury with extensive hemorrhagic contusions; subdural hematoma and

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cerebral edema; left temporal bone fracture; bilateral pulmonary contusion; and respiratory failure. That same day, Pretner underwent three emergency surgical procedures including a placement of a codman ICP monitor in his left frontal region; placement of a left subclavian triple lumen catheter; tracheostomy and a percutaneous endoscopy gastrostomy tube placement.

On January 21, 2009, he also underwent surgical procedures for placement of right frontal ventriculostomy; left frontotemporoparietal craniotomy, decompressive hemicraniectomy, partial left frontal, and temporal lobectomies. On January 23, 2009, Pretner underwent a placement of a right femoral arterial line. On February 2, 2009, he underwent insertion of a peritoneal ventriculoperitoneal shunt. On February 18, 2009, he underwent a left frontal temporoparietal craniotomy and replacement of bone flap cranioplasty.

Pretner was discharged from University Medical Center on February 21, 2009, with a diagnosis of traumatic brain injury. Notably, the physician notes indicate that while Pretner was deemed stable for transfer to a rehab facility, his mental status had not significantly improved during his stay and thus he was still in a comatose state. <u>See</u> University Medical Center Discharge Summary Attached hereto as **Exhibit C.**

2) <u>Kindred Hospital</u>

From February 21, 2009 to April 29, 2009, Pretner was treated at Kindred Hospital Desert Springs. Medical records from Kindred Hospital indicate that Pretner remained in a comatose state and did not respond to commands. Notably, his Glasgow Coma Score was a 7 to 8. The medical records also stated that Pretner continued with aggressive pulmonary toileting, breathing treatments and was fed through a feeding tube. In addition, Pretner was treated for ongoing pulmonary issues including pneumonia and was placed on antibiotics. <u>See</u> Kindred Hospital Discharge Summary attached hereto as **Exhibit D.**

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3) Craig Hospital

From April 29, 2009 to September 9, 2009, he was transferred to Craig Hospital after there were improvements in terms of his cognitive function. At Craig Hospital, he underwent rehabilitation program for his traumatic brain injury. Records indicated that he while he had cognitive and clinical improvements in functional status, he was still experiencing difficulty with ongoing bradykinesia and amnesia. In addition, he exhibited Parkinson's disease like symptoms. See Craig Hospital Discharge Summary attached hereto as **Exhibit E.**

4) Desert Canyon Rehabilitation Hospital

From September 25, 2009 to October 22, 2009, he was transferred to Desert Canyon Rehabilitation Hospital. Records indicate that during this time period, Pretner underwent 24 hour nursing, physician monitoring, physical therapy, and occupational therapy. Records also indicate that while Pretner was neurologically stable, cognitively, he continued to demonstrate poor insight. See Desert Canyon Rehabilitation Hospital Discharge Summary attached hereto as **Exhibit F.**

5) Center For Neuro Skills

From October 22, 2009 to July 3, 2010, he underwent treatment at the Center for Neuro Skills where he received physical therapy, occupational therapy, speech/language pathology treatment, and educational therapy and counseling. Upon admission, it was noted that Pretner had sever residual posttraumatic brain syndrome. In the physical area, he had problems in gait, equilibrium, balance, motor strength, swallowing, speech, and a history of isolated seizures. In the cognitive area, he has problems with maintaining attention, memory, language, and indications that he had deteriorating cognitive motor skills. After 254 days of treatment, records indicate that he improved his short term memory, and language skills. In additional, he was able to complete hygiene tasks such as dressing, bathing, and grooming with minimal assistance. See Centre for Neuro Skills Discharge Summary attached hereto as **Exhibit G.**

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6) Continued Treatment

From July 6, 2010 to the present, Pretner continued to receive neurological treatment at various outpatient institutions to improve his cognitive ability. In particular, Pretner continued to receive speech and language therapy, physical therapy, and physiological therapy. However, despite Pretner's ongoing medical treatment, his prognosis remains poor. Specifically, Bess Chang, D.O, stated in medical reports that while Pretner has made a good recovery, Dr. Chang believes that there will always be significant deficits. Dr. Chang opines that if Pretner were to improve, his improve would reach its maximum at 15-20% in additional recovery. Notably, Dr. Chang also opines that there may potentially be "regression" in his recovery when the therapies are stopped.

7) Ongoing Medical Problems

Despite Pretner's continue treatment, he still suffers from ongoing medical problems. His medical records indicate that he still suffers from short term memory deficits and has persistent balance problems. His speech has been described as slow and labored with a strained voice quality. He is weak physically and has poor endurance. More importantly, Pretner continues to suffer from seizures that lasts up to two minutes per occasion and induces violent shaking.

In additional, Pretner's psychologist, Louis F. Mortillaro, Ph.D. evaluated Pretner and observed that he (Pretner) has moderate to severe deficits in his auditory and visual abilities. He is moderate deficits in his simple and complex attention and concentration skills. He has below average use of his practical judgment and common sense in problem solving situations. He continues to have difficulty completing a task requiring focused attention to quickly scan, discriminate between, and sequentially order visual information under the pressure of time constraints.

C. Medical Expenses Incurred

As a result of the accident, Pretner incurred the following medical expenses:

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Provider	Dates of Service	Billings
DATE OF LOSS	1/12/09	
Henderson Fire and Rescue	1/12/09	$1,011.07
University Medical Center	1/12/09 - 2/21/09	$567,623.59
Western Regional Center for Brain & Spine Surgery Jason E. Garber, M.D.	1/12/09 – 2/18/09	$20,995.00
Desert West Surgery Terry R. Lewis, M.D.	1/12/09 – 3/10/09	$7,245.00
Desert Radiologists	1/12/09 – 12/09/10	$5,117.00
Apex Medical Center Electrodiagnostic Laboratory D. David Ezeanolue, M.D. and Karyn Doddy, M.D.	1/19/09 – 3/26/09	$1,551.00
Surgical Anesthesia Services Clifford Friesen, M.D. Michael Bounassi, M.D.	2/02/09 & 2/18/09	$4,950.00
Prosthetic Center of Excellence	2/10/09	$5,518.00
American Medical Response	2/21/09, 4/29/09 & 9/25/09	$1,701.00
Kindred Hospital Desert Springs	2/21/09 – 4/29/09	$368,633.50
Pulmonary Associates Christopher Breeden, M.D.	2/23/09 – 4/28/09	$3,355.00
Amir Qureshi, M.D.	2/23/09 – 4/24/09	$3,317.00
Ahmed F. Badery, M.D.	3/01/09 – 4/28/09	$7,150.00
Sikisam Magoyag, M.D.	3/28/09 – 3/30/09	$378.00
Columbine Ambulance Littleton, Colorado	4/29/09	$888.00
Craig Hospital Englewood, Colorado	4/29/09 – 9/25/09	$479,697.51
National Jewish Health South Denver	4/29/09 – 6/30/09	$2,780.00

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Provider	Dates of Service	Billings
(Physicians: Mountain, Fenton, Warner, Turyle)		
Carolyn L. Tillquist, M.D. Colorado Infectious Disease Associates	4/30/09 – 7/27/09	$4,590.00
Thomas Politzer, O.D. (Optometry) Englewood, CO	6/30/09 – 8/26/09	$544.00
Radiology Imaging Associates Englewood, CO	5/06/09 – 9/22/09	$1,749.00
ATG – Colorado, Inc. (Shower Chair / Enhanced Manual Wheelchair)	7/30/09	$7,826.00
Desert Canyon Rehabilitation Hospital	9/25/09 – 10/22/09	$68,944.92
Firooz Mashood Medical Rehabilitation Associates	9/25/09 – 10/22/09	$3,360.00
Christopher Milford, M.D.	10/12/09 & 10/20/09	$460.00
Bernadine Hanna, M.D.	10/21/09	$390.00
Center for Neuro Skills Bakersfield, CA	10/22/09 – 7/03/10	$650,171.23
William Schmalhorst, M.D. Kern Pathology Medical Group Physicians Automated Laboratory	10/23/09 – 4/22/10	$1,061.50
Dynasplint Systems, Inc.	11/18/09 & 2/12/10	$6,080.00
Quest Imaging	11/30/09 & 1/07/10	$557.00
Fertility Center of Las Vegas Said Daneshmand, M.D.	1/16/10	$2,568.00
Carl Garbus, O.D. FAAO Neuro Vision Rehabilitation Institute Valencia, CA	2/10/10 – 5/31/10	$880.00
Nevada Community Enrichment Program (NCEP) Rehabilitation Services Vince Sacco, M.Ed.	7/06/10 – 11/12/10	$52,731.00

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Provider	Dates of Service	Billings
Werner Institute of Balance and Dizziness Brian K. Werner, MPT Total $22,297.20	7/20/10 – 1/28/11 9/15/11 – 12/02/11	$16,842.20 $5,455.00
Curtis Poindexter, M.D. Mountain Rehabilitation Services	7/23/10 & 8/16/10	$500.00
Bess Chang, D.O. Medical Neurology	8/25/10 – 9/02/11	$9,059.28
Westfield Eye Center Kenneth W. Houchin, M.D.	8/27/10 – 2/04/11	$485.00
Neurology Center of Nevada Linda Brown, M.D.	9/14/10	$350.00
AMI Monitoring, Inc. (Transtelephonic Arrhythmia Monitoring for Dr. Chang)	11/15/10 – 11/22/10	$1,760.00
Speech Therapy Center of Excellence	11/17/10 – 1/12/11	$4,175.00
Matt Smith Physical Therapy	11/19/10 – 10/31/11	$22,785.00
St. Rose Dominican Hospital Siena Campus Total $6,644.00	11/21/10 12/20/10	$4,943.00 $1,701.00
Louis F. Mortillaro, Ph.D. Psychologist	5/26/05 – 11/09/05 12/02/10 – 12/28/10	$4,525.00
Susan E. Schwartz, D.O. E.N.T. Voice & Sinus Center of Nevada	12/06/10 – 2/17/11	$585.72
Steven Nguyen, O.D. Optic Gallery	12/06/10	$473.00
Clinical Neurology Specialist Leo Germin, M.D. Total $14,010.00	7/18/11 10/24/11 12/05/11	$640.00 $370.00 $13,000.00
TOTAL		$2,373,472.52

See affidavit of Dennis Prince supporting that Pretner incurred $2,373,472.52 in medical expenses as a result of the January 12, 2009 accident.

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D. Economic Losses

At the time of the accident, Pretner was only thirty seven (37) years old and was employed as a Right-of-Way Agent with the State of Nevada Department of Transportation. In 2008, he earned $62,562.00 per year. At thirty seven years old, it was likely that he would have continued to work and maintain his employment with the State of Nevada Department of Transportation until he reached the retirement age of sixty-five (65). Thus it is likely that Pretner would have continued to work for an additional twenty-eight (28) years. While his salary would have likely increased each year as he gained more experience, but even assuming that his salary remained at $62,562.00 for the next twenty eight years, at minimum, Pretner's economic wage losses amount to $1,626,612.00.

E. Procedural History

On January 7, 2011 Plaintiffs filed a Complaint against Defendants Michael Vasquez and Blue Streak. See Plaintiffs' Complaint attached hereto as **Exhibit H.** At the time of the accident, Vasquez was a principal, officer, director, manager, employee and/or agent of Blue Streak and was operating his truck while in the course and scope of his employment with Blue Streak. Blue Streak was properly served on April 11, 2011. See Copy of Summons and Affidavit of Service for both Defendants attached hereto as **Exhibit I.**

After Defendants failed to answer the Complaint, this Court entered a Default against both Defendants. See Default for both Defendants attached hereto as **Exhibit J.** On August 9, 2011, Plaintiffs filed a Notice of Entry of Default as to both Defendants. See Notice of Entry of Default attached hereto as **Exhibit K.** Plaintiffs now seek a judgment against Defendants Vasquez and Blue Streak jointly and severally for damages.

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II.

LEGAL ARGUMENT

A) THIS COURT SHOULD ENTER A JUDGMENT OF DEFAULT AGAINST DEFENDANTS IN THIS CASE BECAUSE DEFENDANTS HAVE FAILED TO ANSWER OR OTHERWISE RESPOND TO PLAINTIFFS' COMPLAINT.

NRCP 55(b)(2) states in pertinent part,

> (b) **Judgment.** Judgment by default may be entered as follows:
>
> . . .
>
> (2) **By the Court.** In all other cases the party entitled to a judgment by default shall apply to the court therefor; but no judgment by default shall be entered against an infant or incompetent person unless represented in the action by a general guardian, guardian ad litem, conservator, or other such representative who has appeared therein. If the party against whom judgment by default is sought has appeared in the action, the party (or, if appearing by representative, the party's representative) shall be served with written notice of the application for judgment at least 3 days prior to the hearing on such application. If, in order to enable the court to enter judgment or to carry it into effect, it is necessary to take an account or to determine the amount of damages or to establish the truth of any averment by evidence or to make an investigation of any other matter, the court may conduct such hearings or order such references as it deems necessary and proper and shall accord a right of trial by jury to the parties when and as required by any statute of the State.

NRCP 55(b)(2).

In this case, a Complaint was filed against Defendants Vasquez and Blue Streak. See **Exhibit H.** Despite Defendants being properly served with the Summons and Complaint, Defendants failed to respond or file an Answer to the Complaint. See **Exhibit I.** Default was entered against both Defendants on June 23, 2011. See **Exhibit J.** Plaintiffs filed a Notice of Entry of Default on August 9, 2011. See **Exhibit K.** Pursuant to the NRCP 55(b)(2), Plaintiffs now move this Honorable Court for an Entry of Default Judgment as Plaintiffs are entitled to recover the following amounts from Defendants MICHAEL VASQUEZ and BLUE STREAK:

. . .

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1. Past medical damages in the amount of $2,373,472.52; and
2. Future economic wage damages in the amount of $1,622,612.00; and
3. Past pain and suffering in the amount of $3,500,000.00; and
4. Future pain and suffering in the amount of $5,000,000.00; and
5. Prejudgment interest accruing at the statutory rate from January 7, 2011, the date of the filing of the Complaint until the full amount is paid to Plaintiffs.

III.

CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that this Honorable Court enter Default Judgment against Defendants, MICHAEL VASQUEZ and BLUE STREAK, jointly and severally, in the amount of $12,496,084.52, plus interest thereon.

Dated this 16 day of February, 2012.

Respectfully submitted

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
ERIC N. TRAN
Nevada Bar No. 11876
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Attorney for Plaintiffs
Lee Pretner and Dana Andrews as Legal Guardians of Ryan T. Pretner, an Adult Ward

AFFIDAVIT OF DENNIS M. PRINCE IN SUPPORT OF APPLICATION OR ENTRY OF DEFAULT JUDGMENT

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

DENNIS M. PRINCE, ESQ. being first sworn, deposes and says:

1. I am an attorney at law duly license to practice before all courts of the State of Nevada and I am a partner in the law firm of PRINCE & KEATING, counsel for Plaintiffs Lee Pretner and Dana Andrews as Legal Guardians of Ryan T. Pretner, an Adult Ward.
2. I have personal knowledge of the facts within and if called to testify, I could and would competently testify to the matters stated herein.
3. I have been informed and believe that Defendants Michael Vasquez and Blue Streak are not in the military service of the United States nor infants or incompetent persons.
4. Plaintiffs filed a Complaint against Defendants Michael Vasquez and Blue Streak on or about January 7, 2011. See Exhibit H.
5. Defendants, Michael Vasquez and Blue Streak were personally served with the Summons and Complaint on or about April 11, 2011. See Exhibit I.
6. On June 23, 2011, the Court entered a Default against both Defendants. See **Exhibit J.**
7. On August 9, 2011, Plaintiffs filed a Notice of Entry of Default as to both Defendants. See **Exhibit K.**
8. A true and correct copy of the Traffic Accident Report is attached hereto as **Exhibit A.**
9. A true and correct copy of the Incident Report is attached hereto as **Exhibit B.**
10. As of date, as a result of January 12, 2009 accident, Ryan T. Pretner incurred medical expenses totaling in the amount of $2,373,472.52.

. . .

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11. I declare under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 16 day of February, 2012.

DENNIS M. PRINCE

Subscribe and Sworn before me on this 15th day of February, 2012.

NOTARY PUBLIC

LISA M. LEE
Notary Public State of Nevada
No. 93-3776-1
My appt. exp. July 9, 2013

PRINCE & KEATING
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CERTIFICATE OF MAILING

I hereby certify that on the 14 day of February, 2012, I caused service of the foregoing **PLAINTIFFS' APPLICATION FOR ENTRY OF DEFAULT JUDGMENT** to be made by depositing a true and correct copy of same in the United States Mail, postage fully prepaid, addressed to the following:

George M. Ranalli, Esq.
2400 West Horizon Ridge Parkway
Henderson, NV 89052
Attorneys for Defendants
Michael A. Vasquez and
Blue Streak Auto Detailing, LLC

An employee of Prince & Keating

PRINCE & KEATING
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CLERK OF THE COURT

JUDG

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Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **DEFAULT JUDGMENT**

This matter comes on for hearing on April 11, 2012 on Plaintiffs' Application for Entry of Default Judgment. Dennis M. Prince appearing on behalf of the Plaintiffs and no one appearing on behalf of the Defendants.

This is an action for personal injuries arising out of an accident that occurred on or about January 12, 2009. Plaintiffs filed their Complaint on January 7, 2011, seeking to recover for substantial bodily injury sustained by Ryan Pretner caused by the Defendants. A Default was entered against Defendant Michael A. Vasquez on June 27, 2011. A Default was entered against Defendant Blue Streak Auto Detailing, LLC on the same date. On February 16, 2012, Plaintiffs filed an Application for Default Judgment pursuant to NRCP 55(b)(2). According to *Lomastro v. American Family Insurance Group*, 124 Nev. 1060, 195 P.3d 339 (2009), a default against both Defendants constitutes an admission by the Defendants of all material facts alleged in the Complaint. Further, the entry of default against the Defendants resolves the issues of liability and causation on all claims for relief in Plaintiffs' Complaint leaving open only the extent of damages.

Based upon the foregoing, the Court finds and enters judgment as follows:

1. On January 12, 2009, Ryan T. Pretner was riding his bicycle traveling eastbound on the paved shoulder of St. Rose Parkway. While riding his bicycle, Defendant Vasquez negligently collided with Pretner violently throwing him from his bicycle to the ground resulting in serious, catastrophic and life altering injuries.

2. At the time of the accident, Vasquez was an employee and/or agent of Defendant Blue Streak Auto Detailing, LLC. At the time of the accident, Vasquez was in the course and scope of his employment and/or agency of Blue Streak acting in furtherance of its business interests. Accordingly, Defendant Blue Streak is legally liable for the injuries and damages sustained by Pretner caused by Defendant Vasquez's negligence.

3. As a result of the negligence of the Defendants, Pretner sustained catastrophic and life altering injuries. Among the injuries Pretner sustained was a severe traumatic brain injury. For a significant period of time following the accident, Pretner was in a comatose state. Pretner underwent extensive medical work up and treatment. Pretner is now disabled from working.

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Based upon the papers, pleadings and evidence on file herein, judgment is hereby entered in favor of the Plaintiffs and against the Defendants, jointly and severally, as follows:

1.	Past medical special damages:	$2,373,470.52
2.	Past pain and suffering and loss of enjoyment of life:	$3,500,000.00
3.	Future economic wage loss:	$1,622,612.00
4.	Future pain and suffering and loss of enjoyment of life:	$5,000,000.00
5.	Pre-judgment interest as allowed by Nevada law on the past damages:	$ 392,410.14

A total judgment in the amount of $12,888,492.66 is hereby entered in favor of Plaintiffs and against the Defendants plus costs in the amount of $6,295.99 and attorney's fees in the amount of $ 5,155,396.^{66}. Plaintiffs shall also be entitled to interest as allowed by Nevada law from the date of entry hereof until the judgment is fully satisfied.

DATED this 11 day of April, 2012.

DISTRICT COURT JUDGE

Respectfully submitted by:

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive, Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

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Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **NOTICE OF ENTRY OF DEFAULT JUDGMENT**

PLEASE TAKE NOTICE that a Default Judgment was entered in the above-entitled matter

. . .

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on the 11th day of April, 2012, a copy of which is attached hereto.

DATED this 11 day of April, 2012.

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2012, I caused service of the foregoing **NOTICE OF ENTRY OF DEFAULT JUDGMENT** to be made by depositing a true and correct copy of same in the United States Mail, postage fully prepaid, addressed to the following:

George M. Ranalli, Esq.
2400 West Horizon Ridge Parkway
Henderson, NV 89052
Attorneys for Defendants
Michael A. Vasquez and Blue Streak Auto Detailing, LLC

An employee of Prince & Keating

PRINCE & KEATING
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CLERK OF THE COURT

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(702) 228-6800
(702) 228-0443 facsimile
DPrince@PrinceKeating.com
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **DEFAULT JUDGMENT**

This matter comes on for hearing on April 11, 2012 on Plaintiffs' Application for Entry of Default Judgment. Dennis M. Prince appearing on behalf of the Plaintiffs and no one appearing on behalf of the Defendants.

This is an action for personal injuries arising out of an accident that occurred on or about January 12, 2009. Plaintiffs filed their Complaint on January 7, 2011, seeking to recover for substantial bodily injury sustained by Ryan Pretner caused by the Defendants. A Default was entered against Defendant Michael A. Vasquez on June 27, 2011. A Default was entered against Defendant Blue Streak Auto Detailing, LLC on the same date. On February 16, 2012, Plaintiffs filed an Application for Default Judgment pursuant to NRCP 55(b)(2). According to *Lomastro v. American Family Insurance Group*, 124 Nev. 1060, 195 P.3d 339 (2009), a default against both Defendants constitutes an admission by the Defendants of all material facts alleged in the Complaint. Further, the entry of default against the Defendants resolves the issues of liability and causation on all claims for relief in Plaintiffs' Complaint leaving open only the extent of damages.

Based upon the foregoing, the Court finds and enters judgment as follows:

1. On January 12, 2009, Ryan T. Pretner was riding his bicycle traveling eastbound on the paved shoulder of St. Rose Parkway. While riding his bicycle, Defendant Vasquez negligently collided with Pretner violently throwing him from his bicycle to the ground resulting in serious, catastrophic and life altering injuries.

2. At the time of the accident, Vasquez was an employee and/or agent of Defendant Blue Streak Auto Detailing, LLC. At the time of the accident, Vasquez was in the course and scope of his employment and/or agency of Blue Streak acting in furtherance of its business interests. Accordingly, Defendant Blue Streak is legally liable for the injuries and damages sustained by Pretner caused by Defendant Vasquez's negligence.

3. As a result of the negligence of the Defendants, Pretner sustained catastrophic and life altering injuries. Among the injuries Pretner sustained was a severe traumatic brain injury. For a significant period of time following the accident, Pretner was in a comatose state. Pretner underwent extensive medical work up and treatment. Pretner is now disabled from working.

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

Based upon the papers, pleadings and evidence on file herein, judgment is hereby entered in favor of the Plaintiffs and against the Defendants, jointly and severally, as follows:

1.	Past medical special damages:	$2,373,470.52
2.	Past pain and suffering and loss of enjoyment of life:	$3,500,000.00
3.	Future economic wage loss:	$1,622,612.00
4.	Future pain and suffering and loss of enjoyment of life:	$5,000,000.00
5.	Pre-judgment interest as allowed by Nevada law on the past damages:	$ 392,410.14

A total judgment in the amount of $12,888,492.66 is hereby entered in favor of Plaintiffs and against the Defendants plus costs in the amount of $6,295.99 and attorney's fees in the amount of $ 5,155,396.82. Plaintiffs shall also be entitled to interest as allowed by Nevada law from the date of entry hereof until the judgment is fully satisfied.

DATED this 11 day of April, 2012.

DISTRICT COURT JUDGE

Respectfully submitted by:

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive, Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

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04/11/2012 11:21:18 AM

CLERK OF THE COURT

NJUD
DENNIS M. PRINCE
Nevada Bar No. 5092
PRINCE & KEATING
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
(702) 228-6800
(702) 228-0443 facsimile
DPrince@PrinceKeating.com
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually, Plaintiffs, vs. MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive, Defendants.	CASE NO.: A-11-632845-C DEPT. NO.: III **NOTICE OF ENTRY OF DEFAULT JUDGMENT**

PLEASE TAKE NOTICE that a Default Judgment was entered in the above-entitled matter

. . .

. . .

. . .

on the 11th day of April, 2012, a copy of which is attached hereto.

DATED this 11 day of April, 2012.

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2012, I caused service of the foregoing **NOTICE OF ENTRY OF DEFAULT JUDGMENT** to be made by depositing a true and correct copy of same in the United States Mail, postage fully prepaid, addressed to the following:

George M. Ranalli, Esq.
2400 West Horizon Ridge Parkway
Henderson, NV 89052
Attorneys for Defendants
Michael A. Vasquez and Blue Streak Auto Detailing, LLC

An employee of Prince & Keating

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

Electronically Filed
04/11/2012 10:21:25 AM

CLERK OF THE COURT

JUDG
DENNIS M. PRINCE
Nevada Bar No. 5092
PRINCE & KEATING
3230 S. Buffalo Drive
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Las Vegas, Nevada 89117
(702) 228-6800
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DPrince@PrinceKeating.com
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER, individually,

Plaintiffs,

vs.

MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through X, inclusive,

Defendants.

CASE NO.: A-11-632845-C
DEPT. NO.: III

DEFAULT JUDGMENT

This matter comes on for hearing on April 11, 2012 on Plaintiffs' Application for Entry of Default Judgment. Dennis M. Prince appearing on behalf of the Plaintiffs and no one appearing on behalf of the Defendants.

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone (702) 228-6800

This is an action for personal injuries arising out of an accident that occurred on or about January 12, 2009. Plaintiffs filed their Complaint on January 7, 2011, seeking to recover for substantial bodily injury sustained by Ryan Pretner caused by the Defendants. A Default was entered against Defendant Michael A. Vasquez on June 27, 2011. A Default was entered against Defendant Blue Streak Auto Detailing, LLC on the same date. On February 16, 2012, Plaintiffs filed an Application for Default Judgment pursuant to NRCP 55(b)(2). According to *Lomastro v. American Family Insurance Group*, 124 Nev. 1060, 195 P.3d 339 (2009), a default against both Defendants constitutes an admission by the Defendants of all material facts alleged in the Complaint. Further, the entry of default against the Defendants resolves the issues of liability and causation on all claims for relief in Plaintiffs' Complaint leaving open only the extent of damages.

Based upon the foregoing, the Court finds and enters Judgment as follows:

1. On January 12, 2009, Ryan T. Pretner was riding his bicycle traveling eastbound on the paved shoulder of St. Rose Parkway. While riding his bicycle, Defendant Vasquez negligently collided with Pretner violently throwing him from his bicycle to the ground resulting in serious, catastrophic and life altering injuries.

2. At the time of the accident, Vasquez was an employee and/or agent of Defendant Blue Streak Auto Detailing, LLC. At the time of the accident, Vasquez was in the course and scope of his employment and/or agency of Blue Streak acting in furtherance of its business interests. Accordingly, Defendant Blue Streak is legally liable for the injuries and damages sustained by Pretner caused by Defendant Vasquez's negligence.

3. As a result of the negligence of the Defendants, Pretner sustained catastrophic and life altering injuries. Among the injuries Pretner sustained was a severe traumatic brain injury. For a significant period of time following the accident, Pretner was in a comatose state. Pretner underwent extensive medical work up and treatment. Pretner is now disabled from working.

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

Based upon the papers, pleadings and evidence on file herein, judgment is hereby entered in favor of the Plaintiffs and against the Defendants, jointly and severally, as follows:

1.	Past medical special damages:	$2,373,470.52
2.	Past pain and suffering and loss of enjoyment of life:	$3,500,000.00
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A total judgment in the amount of $12,888,492.66 is hereby entered in favor of Plaintiffs and against the Defendants plus costs in the amount of $6,295.99 and attorney's fees in the amount of $ 5,155,396.82 . Plaintiffs shall also be entitled to interest as allowed by Nevada law from the date of entry hereof until the judgment is fully satisfied.

DATED this 13 day of April, 2012.

DISTRICT COURT JUDGE

Respectfully submitted by:

PRINCE & KEATING

DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive, Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
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LAS VEGAS, NEVADA 89117
Phone (702) 228-6800

EXHIBIT "22"

EXHIBIT "22"

OSCC

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CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

* * * *

LEE PRETNER, PLAINTIFF(S) VS. MICHAEL VASQUEZ, DEFENDANT(S)	CASE NO.: A-11-632845-C DEPARTMENT 3

CIVIL ORDER TO STATISTICALLY CLOSE CASE

Upon review of this matter and good cause appearing,

IT IS HEREBY ORDERED that the Clerk of the Court is hereby directed to statistically close this case for the following reason:

DISPOSITIONS:

- [ ] Voluntary Dismissal
- [ ] Transferred (before/during trial)
- [ ] Involuntary (statutory) Dismissal
- [ ] Judgment on Arbitration Award
- [ ] Stipulated Dismissal
- [ ] Stipulated Judgment
- [x] Default Judgment
- [ ] Motion to Dismiss (by Defendant)
- [ ] Summary Judgment
- [ ] Non-Jury (bench) Trial
- [ ] Jury Trial

DATED this 9th day of May, 2012.

DOUGLAS W. HERNDON
DISTRICT COURT JUDGE

EXHIBIT "23"

EXHIBIT "23"

SETTLEMENT AGREEMENT AND COVENANT NOT TO EXECUTE

This Settlement Agreement and Covenant Not to Execute (hereinafter "Agreement") is made this 20th day of October, 2011, by and between Lee Pretner and Dana Andrew as Legal Guardians of Ryan T. Pretner (hereinafter "Pretner") and Michael A. Vasquez (hereinafter "Vasquez") and Blue Streak Auto Detailing, LLC, (hereinafter "Blue Streak") arising out of a motor vehicle accident which occurred on March 26, 2009 in Clark County, Nevada (hereinafter the "accident").

1. Pretner was seriously injured as a result of the accident as more particularly described in the Complaint on file in Case No. A-11-632845-C, styled as *Lee Pretner and Dana Andrew as Legal Guardians of Ryan T. Pretner, an adult ward and Ryan T. Pretner, Individually vs. Michael A. Vasquez and Blue Streak Auto Detailing, LLC.*

2. At the time of the accident, Vasquez, individually, had a liability insurance policy with Progressive Casualty Insurance Company (hereinafter "Progressive") with coverage limits of $100,000.00 per person and $300,000.00 per occurrence. Following the accident, Pretner presented a claim to Progressive demanding policy limits. After Pretner presented his claim, Progressive timely offered to pay its $100,000.00 policy limit. Pretner could not accept it at that time, in exchange for a complete release of all claims. Pretner could not accept the $100,000.00 policy limits and execute a release of all claims because there was other available insurance for Vasquez and Blue Streak.

3. At the time of the accident, Blue Streak was a Nevada limited liability company providing automotive detail services. Vasquez is and/or was a manager, member, employee and/or agent of Blue Streak. At the time of the accident, there was in force and effect a garage keepers policy issued by Century Insurance Company (hereinafter "Century") to Blue Streak, Policy No. CCP502869 with coverage limits of $1,000,000.00. After the accident, Century was notified of Pretner's claim. Century has denied coverage for Claim No. 01-061367 and the accident.

4. On January 7, 2011, Pretner filed suit against Vasquez and Blue Streak. Following proper service of process, Defaults pursuant to NRS 55(a), have been entered against both Vasquez and Blue Streak. Following the filing of the action, Pretner notified Century of the action as well as the Defaults entered against its insureds. Century has failed and refused to defend and/or indemnify either Vasquez or Blue Streak against the allegations in the Complaint.

5. In reaching this Agreement, Vasquez and Blue Streak acknowledge that there is a significant probability that a verdict would be entered in favor of Pretner which would substantially exceed the available coverage through Progressive and Century in the combined amount of $1,100,000.00. Both Vasquez and Blue Streak desire to protect themselves by reason of Century's wrongful denial of this claim and its refusal to defend and/or indemnify them in the action brought by Pretner.

6. In exchange for a covenant not to execute, Vasquez and Blue Streak hereby assign to Pretner all of their rights, interests, and the claims in the policy of insurance issued by Century or any other applicable insurer (except Progressive as described above) for any claims, causes of action arising under Nevada law including, but not limited to, breach of the duty of good faith and fair dealing, breach of the duty to settle and violations of Nevada's Unfair Claims Practices Act.

7. In exchange for the above-referenced assignment, Pretner hereby agrees to never execute upon Vasquez or Blue Streak on any resulting judgment in the above-described action above the $100,000.00 policy limits to be paid by Progressive. Also, no judgment shall be recorded.

8. Following the entering into this Agreement, Pretner will make an application pursuant to NRCP 55(b)(2) with the Court for the entry of a default judgment against Vasquez and Blue Streak, joint and severally. At the hearing, Pretner will seek a judicial determination of the amount of his damages on account of the personal injuries he sustained as a result of the accident. Pretner agrees that following the entry of judgment, he will not seek to execute upon any of the assets of Vasquez or Blue Streak. If at some point in the future there is a resolution of claims with Century or any other applicable insurer, Pretner will enter into a release of all claims with Vasquez and Blue Streak as well as execute a satisfaction of judgment.

9. Upon execution of this Agreement, Progressive shall immediately issue and tender forthwith its $100,000.00 policy limits made payable to Lee Pretner and Dana Andrew as Legal Guardians of Ryan T. Pretner, an adult ward and Ryan T. Pretner, individually. The law firm of Prince & Keating will not be taking a fee on the $100,000.00 payment issued by Progressive to Pretner.

READ AND SIGNED this 20th day of October, 2011.

BARBARA FREA NOTARY PUBLIC STATE OF NEVADA MY COMMISSION EXPIRES 06-14-12 COMMISSION NO. 93-12954

D. RACHEL DOUGLAS NOTARY PUBLIC STATE OF NEVADA MY COMMISSION EXPIRES 2015 COMMISSION NO. 07-2864

Rachel Douglas
Clark County, NV
this 20th day of October, 2011

Dana Andrew
LEGAL GUARDIAN FOR RYAN T. PRETNER

MICHAEL A. VASQUEZ and BLUE STREAK AUTO DETAILING, LLC

DENNIS M. PRINCE
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E-Mail: DPrince@PrinceKeating.com
Attorney for Plaintiffs
Dana Andrew as Legal Guardian of Ryan T. Pretner and Ryan T. Pretner

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

DANA ANDREW, as Legal Guardian of RYAN T. PRETNER, and RYAN T. PRETNER, individually,

Plaintiffs,

vs.

CENTURY SURETY COMPANY, a foreign corporation; DOES I through X, inclusive,

Defendants.

CASE NO.: 2:12-cv-00978

PLAINTIFFS' APPENDIX VOLUME 3 TO PLAINTIFFS' REPLY IN SUPPORT OF TO MOTION FOR SUMMARY JUDGMENT

TABLE OF CONTENTS

Comments for BLUE STREAK AUTO DETAILING (1-061367)

Types: Multiple Types
Dates: 03/30/2009 03:29:25 PM through 09/19/2011 01:02:45 PM
Users: David Howard, Lisa Henderson, Daniel Mayer, James Karp, Charles Holland

Activity Log on 9/19/2011 by David Howard
Clmt 1 was entered incorrectly and would not feed into CMS. Another claimant needed to be added.

Activity Log on 6/27/2011 by Lisa Henderson
Pam Torres returned call. She gave me her email Pamelee_Torres@progressive.com. She states they have open extension and not know why PC would default Vasquez. Forwarded default to her.

Activity Log on 6/27/2011 by Lisa Henderson
Received default from Plaintiff's counsel. I had been told by Progressive, Vasquez's auto carrier that they had picked up defense. Called the adjuster at progessive and advised her of this default. Century had no coverage and cannot defend insured against same.

Activity Log on 6/16/2011 by Lisa Henderson
This insured understands no coverage and has defense provided by auto carrier progressive. closing claim.

Management on 3/30/2011 by Daniel Mayer
Approved disclaimer for mailing. Insured has confirmed twice that he was not using the vehicle in connection with the business at the time of the accident but was running a personal errand.

Activity Log on 3/9/2011 by Lisa Henderson
Disclaimer drafted and to transcription and then manager for approval.

Activity Log on 3/8/2011 by Lisa Henderson
Spoke with insured Michael Vasquez. He has not been served with suit. He did get my email. Discussed PC would like a copy of Century's policy to verify no coverage and I need his permission. Asked him to reply to my email giving permission. He states he will do that. Also asked him if he has heard from Progressive. He states not for a long time. I found # for progressive adjuster Vince Johnson. He asked me to call and ask Vince to call him. I called Vince re is progressive picking up defense. Vinces states claim handling transferred to new adjuster Pam Torres in Vegas 702-216-7752 claim #082201428. Spoke to pam. They have suit and know it has not been served. She states letter went to Michael and she had his number and will call him now re defense.

Activity Log on 3/7/2011 by Lisa Henderson
Called insured last contact # and left vm re no coverage with my contact info. Discussed with manager reissuing disclaimer and sending letter to insured to request that we be allowed to disclose policy to PC.

Injury, Damages, & Evaluation on 3/7/2011 by Lisa Henderson
Past Medicals in excess of $2 1/2 million are claimed. Closed head injury, coma for four months. Police report indicates Pretner was transported to trauma unit at scene and had "severe head injuries" but unknown if this is from the mirror hitting Pretners helmet prior to him falling or if the injuries were caused by impact with the pavement after the hit and fall. According to complaint injuries are "catastrophic" and Pretner is still in rehabilitative therapy/treatment two years later. Complaint indicates Pretner is an adult,

Andrew v CSC
CF000001

40 yr old male who requires his parents to be guardians.Prior to that he is stated to have been in good health and employed.

Coverage Issues & Analysis on 3/7/2011 by Lisa Henderson
Policy in effect for DOL 1/12/09 is CCP502569 eff June 27, 2008 to June 27, 2009. Coverage for accident only if arises out of "garage operations."
Insured operates mobile detailing for autos. Garage insurance $1,000,000 coverage, $1,000 ded, Symbol 29
Coverage Issue: Symbol 29 is non-owned "autos". Insured owns this auto, it is his personal auto.

Complaint alleges count of negligence, negligence per se, negligent entrustment, respondeat superior. Insured admitted in I/a statement and police report that he was on personal errand, going from his home to his uncle's house at time he hit P. No coverage for personal use related accident.

Resolution/Action Plan on 3/7/2011 by Lisa Henderson
This claim was initially investigated under and ROR after which a disclaimer was sent as the insured was using vehicle for personal use. Both police report of insured statements to officers and insured statement to I/a confirm personal use at time of accident. Re-issuing disclaimer.

UPC on 3/7/2011 by Lisa Henderson
Total Paid: $514.50
Total Outstanding Reserve: $0

Gross Incurred: $ 514.50Total Reserve & Total paid as reflected on the CIMS screen
Net To Century/ProCentury: $514.50 Gross Incurred up to retention amount

Liability Issues & Analysis on 3/7/2011 by Lisa Henderson
Unknown, but investigation revealed there was no coverage. Pretner complaint contends insured came into shoulder where Pretner was biking. Insured in policy report told police he thought Pretner had come into insured's lane of travel causing insured to hit Pretner. It was dark at the time of the accident and per insured, Pretner had no reflectors on bike and insured did not see him until he was nearly about to hit him. Insured swerved to left but mirror hit Pretner. Insured traveling about 40mph. No witnesses id in police report. Insured also told police he was on his way to his Uncle's home coming from his house.

Insured was cited for "fail to yield right of way to person riding bicycle". Also police officer noted the front side windows of insured truck had "extremely dark tint applied". There was no damage to Ps bike except for scuff on left rear quarter and few other scratches. Bike had no reflectors. Ps helmet had damage to back portion.

Pretner was found with his bike on top of him and unconscious and breathing. Pool of blood coming from his head.

Mr. Pretner, said that our insured was working according to a friend who said he was leaving a car just before this happened. I pressed Mr. Pretner for the name of this person so we could include him in our investigation, at that point Mrs. Pretner came on the phone and said, "Mr. Pretner has a memory problem, we don't know who said that or if it was said". I believe the insured will refute those statements as he told me he had been shopping. The Pretners called inquiring about coverage for their son. I told them we were investigating and should be complete in 30 days or so. They asked if we would notice them on the coverage decision, and they have responded to my email with their address. They have

consulted with an atty on a per hour basis. Also spoke to Vince Johnson of Progressive, who have tendered their $100K limits.
PC states can't accept the tender of Progressive until they find out coverage on our insured's policy with Century. PC believes there is coverage and asking for reconsideration. Filed complaint b/c near SOL.

Litigation Status (Suit Against Insured or Coverage) on 3/7/2011 by Lisa Henderson
Suit filed January 7, 2011 in District Court Clark County, Nevada by Lee Pretner and Dana Andrew (his sister) as legal guardians of Ryan T. Pretner an adult ward and Ryan T. Pretner, Individually against Michael A. Vasquez and Blue Streak Auto Detailing LLC. Apparent service March 3, 2011.

Facts/Loss Description on 3/7/2011 by Lisa Henderson
Insured was running personal errands and shopping at 5:22pm, sunset was 4:47pm. Mirror on the right side collided with the helmet of the bicycle rider.

According to the complaint, on January 12, 2009, the insured Michael Vasquez struck Ryan Pretner with the side view mirror of his truck while Pretner was riding his bike. Pretner was thrown from the bike and sustained "catastrophic" injuries. Insured was driving 2007 Ford F-150 which complaint alleges insured was using for business purpose for Blue Streak business of mobile detailing. Pretner alleges he and insured truck were both traveling east on St. Rose Parkway on paved shoulder of road when Vasquez drifted into the shoulder and struck him with right side mirror.

Recovery, Contribution or Cost Sharing on 3/7/2011 by Lisa Henderson
$1000 ded-Pe carrier Progressive has tendered its limits of $100K.

Reinsurance on 3/7/2011 by Lisa Henderson
This would appear to meet reporting requirements given the amount of meds and alleged catastrophic head injury if there were coverage.

Medicare on 3/7/2011 by Lisa Henderson
We would need this info if there is coverage.

Management on 3/4/2011 by James Karp
Recd suit papers. Sent note to Daniel recommending transfer to the litigation unit.

Management on 6/5/2009 by James Karp
Recd I/a report. Approved disclaimer.

Management on 6/4/2009 by James Karp
Copy of email to Charles: Charles - before I approve this, I would like to review your I/a report, which I assume is on the way? I want to make sure all of the issues in my 3/31/09 CSR comment have been addressed, particularly vehicle ownership and the type of business the insured operates (corporation or sole proprietorship). Please let me know when the report comes in. Thanks.

Andrew v CSC
CF000003

CSC000303

PL000322

PA 00801

Management on 5/27/2009 by James Karp
Reviewed - Charles will be issuing a disclaimer.

Management on 5/26/2009 by James Karp
Reviewed.

Activity Log on 4/9/2009 by Charles Holland

Email to IA Michael Chorak in Las Vegas:

I believe I cc'd you on the emails to Pretzer. The main thing that concerns me is the statement by the father, that a friend of our insured said he had just left a car wash. Of course, he is in competition with a car wash, since most now also provide detailing, waxing, etc., but that is what the father said, like he was making a business call on the car wash. This has something to do with our insured's statement to be sure and cover a time period, i.e., when did he quit working that day, what did he do next and cover all time from the quit time, to the accident and subsequent. Mr. Pretzer's wife, or x-wife, mother of the clml, said Mr. had a memory problem, he didn't even know where he heard that or if he heard that. Suggest That you get together with both of them and record the interview, so as to exhaust all leads in our investigation.

Activity Log on 4/8/2009 by Charles Holland
Received call from father and sister of clml, wanted much info on our insured, his policy, etc. Told them as they were not part of the contract I could not discuss the policy contents with them. Email to father.

Management on 3/31/2009 by James Karp
Reviewed proposed disclaimer and sent the folowing email to Charles:

Charles - as we discussed, we will investigate this under ROR. I changed your letter accordingly. All you need to do to the letter is fill in the contact information for the I/A you assign, and then the letter is approved.

Please make sure that your I/a takes a very detailed statement from the insured as to the exact reason for his trip. Where was he going? Why? Did he have any other purpose in driving at the time of loss? Specifically, did the purpose of his trip in any way relate to the business operations of Blue Streak Auto Detailing?

Please have the I/a also obtain a copy of the title or registration of the vehicle Mr. Vasquez was driving.

Finally, please have he I/A determine what kind of business the named insured operates, i.e., a sole proprietorship, corporation, LLC, etc.

Let me know if you have any questions or want to discuss. Thanks.

Reserve & Rationale on 3/30/2009 by Charles Holland
Formula

Coding Verification on 3/30/2009 by Charles Holland
Verified

To: <northclaims@centurysurety.com>
From: "Frances Sobott" <FSobott@heritagegeneral.com>
Date: Fri, 27 Mar 2009 09:35:48 -0700
Subject: Blue Streak Auto Detailing 06/27/08 - 06/27/09 Pol # CCP502869 File # 88721.03

Attach is a New Loss Notice for above insured. Please process as soon as possible and acknowledge that this email and attachments were received.

Frances Sobott
Heritage General Agency
A Division of Worldwide Facilities, Inc.
License #0414108
fsobott@heritagegeneral.com
Direct Line: (213) 236-4603
Fax: (213) 244-9644

HGA HERITAGE GENERAL AGENCY

TEL (213) 239-4000
FAX (213) 244-9004
LICENSE # 0454108

A DIVISION OF WORLDWIDE FACILITIES, INC.
725 SOUTH FIGUEROA STREET / SUITE 1900 / LOS ANGELES, CA 90017
www.HeritageGeneral.com

March 27, 2009

Claims Department
Century Surety Company
4722 N. 24th St, Suite 200
Phoenix, AZ 85016

Fax# (614) 823-6907

RE: BLUE STREAK AUTO DETAILING
Policy No.: CCP502069
Term: 8/27/08 to 8/27/09

Dear Claims:

CLAIMANT: Prebner, Ryan Terry
DOL: 3/26/09
DESC. OF: Alleged to being hit by insured's car hitting

* Attached is Notice of Loss (FIRST REPORT)
* Attached is additional and/or correspondence

*** Please acknowledge receipt of the Transmittal and advise claim number and adjuster assigned:**

Claim Number ______________ Adjuster ______________

Mailing Address ______________

Phone # ______________ Fax # ______________

E-mail ______________

Thank you for your assistance in this matter and please feel free to contact our office if you have any questions.

Regards,

Frances E Sobott
fsobott@heritagegeneral.com

Andrew v CSC
CF000008

CSC000008

PL000325

Sent to [illegible] by [illegible] NOT A DUPLICATE CALLING 03/27/2009 12:[illegible]

Garage Coverage Policy

ACORD

GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YYYY): 3/26/2009

AGENCY	PHONE (A/C, No, Ext): (702) 368-1744
The Harris Agency 6105 S. Durango Drive Suite 100 Las Vegas NV 89113	
FAX (A/C, No): (702) 368-1156	
E-MAIL ADDRESS:	
CODE:	SUB CODE:
AGENCY CUSTOMER ID: 00001979	

NOTICE OF OCCURRENCE / NOTICE OF CLAIM	DATE OF OCCURRENCE AND TIME: 3/25/2009 12:00 [X] AM / PM	DATE OF CLAIM: 3/25/2009
PREVIOUSLY REPORTED: YES / NO		
EFFECTIVE DATE: 6/27/2008	EXPIRATION DATE: 6/27/2009	POLICY TYPE: [X] OCCURRENCE [ ] CLAIMS MADE
RETROACTIVE DATE:		
COMPANY: Century Surety Company	NAIC CODE:	
POLICY NUMBER: CCP502069		

03/30/2009
06:23 [illegible]
New loss - assign to Charles

INSURED

NAME AND ADDRESS: Blue Streak Auto Detailing, LLC 3675 S. Polaris Road, Suite B Las Vegas NV 89120	SOC SEC OR FEIN:
RESIDENCE PHONE (A/C, No):	BUSINESS PHONE (A/C, No, Ext): (702) 296-8450
CELL PHONE (A/C, No):	E-MAIL ADDRESS: [illegible].com

CONTACT [ ] CONTACT INSURED

NAME AND ADDRESS: MICHAEL VASQUEZ	WHERE TO CONTACT
RESIDENCE PHONE (A/C, No):	BUSINESS PHONE (A/C, No, Ext):
CELL PHONE (A/C, No):	E-MAIL ADDRESS:

OCCURRENCE

LOCATION OF OCCURRENCE (Include city & state):	AUTHORITY CONTACTED:
DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary): [illegible] ALLEGEDLY HIT [illegible] WITH MIRROR OF VEHICLE	

POLICY INFORMATION

COVERAGE PART OR FORMS (Insert form #s and edition dates):

GENERAL AGGREGATE	PRODUCTS/COMPLETED OPERATIONS	PERS & ADV INJURY	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE	PER

TYPE OF LIABILITY

PREMISES: INSURED IS: [ ] OWNER [ ] TENANT [ ] OTHER — TYPE OF PREMISES

OWNER'S NAME & ADDRESS (If not insured):

OWNER'S PHONE (A/C, No, Ext):

PRODUCTS: INSURED IS: [ ] MANUFACTURER [ ] VENDOR [ ] OTHER — TYPE OF PRODUCT

MANUFACTURER'S NAME & ADDRESS (If not insured):

MANUFACTURER'S PHONE (A/C, No, Ext):

WHERE CAN PRODUCT BE SEEN?

OTHER LIABILITY (Including completed operations):

INJURED/PROPERTY DAMAGED

NAME & ADDRESS (Injured/Owner): [illegible]	650 [illegible] ST LAS VEGAS NV 89[illegible]		PHONE (A/C, No, Ext):
AGE: 57	SEX: M	OCCUPATION:	EMPLOYER'S NAME & ADDRESS:
DESCRIBE INJURY: [ ] FATALITY SEVERE, HEAD INJURY	WHERE TAKEN: UMC	WHAT WAS INJURED DOING? RIDING A BIKE	
DESCRIBE PROPERTY (Type, model, etc.):	ESTIMATE AMOUNT:	WHERE CAN PROPERTY BE SEEN?	WHEN CAN PROPERTY BE SEEN?

WITNESSES

NAME & ADDRESS	BUSINESS PHONE (A/C, No, Ext)	RESIDENCE PHONE (A/C, No)

REMARKS: INSURED IS AWARE THAT THERE IS NO COVERAGE FOR THIS LOSS. INSURED IS LOOKING FOR A [illegible] [illegible] FORM

REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER
MICHAEL VASQUEZ	JACKIE DAVIS		

ACORD GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YYYY) 3/26/2009

AGENCY — PHONE (A/C, No, Ext): (702) 369-1144
The Morris Agency
5105 S. Durango Drive
Suite 100
Las Vegas NV 89113
FAX (A/C, No): (702) 369-1158
E-MAIL ADDRESS:
CODE: SUB CODE:
AGENCY CUSTOMER ID: 00001979

NOTICE OF OCCURRENCE / NOTICE OF CLAIM
DATE OF OCCURRENCE AND TIME: 3/26/2009 12:00 [X] AM PM
DATE OF CLAIM: 3/26/2009
PREVIOUSLY REPORTED: YES NO
EFFECTIVE DATE: 6/27/2008
EXPIRATION DATE: 6/27/2009
POLICY TYPE: [X] OCCURRENCE [ ] CLAIMS-MADE
RETROACTIVE DATE:
COMPANY: Century Surety Company
NAIC CODE:
MISCELLANEOUS INFO (Site & location code):
POLICY NUMBER: CCP502869
REFERENCE NUMBER:

INSURED

NAME AND ADDRESS — SOC SEC # OR FEIN
Blue Streak Auto Detailing, LLC
3670 E. Post Road, Suite B
Las Vegas NV 89120
RESIDENCE PHONE (A/C, No):
BUSINESS PHONE (A/C, No, Ext): (702) 306-0150
CELL PHONE (A/C, No):
E-MAIL ADDRESS: luv777@yahoo.com

CONTACT

CONTACT INSURED
NAME AND ADDRESS: MICHAEL VASQUEZ
WHERE TO CONTACT:
WHEN TO CONTACT:
RESIDENCE PHONE (A/C, No):
BUSINESS PHONE (A/C, No, Ext):
CELL PHONE (A/C, No):
E-MAIL ADDRESS:

OCCURRENCE

LOCATION OF OCCURRENCE (Include city & state):
AUTHORITY CONTACTED:
DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary): INSURED ALLEGEDLY HIT BICYCLIST WITH MIRROR OF VEHICLE

POLICY INFORMATION

COVERAGE PART OR FORMS (Insert form #s and edition dates):
GENERAL AGGREGATE | PRODUCTS/COMP OP AGG | PERS & ADV INJ | EACH OCCURRENCE | FIRE DAMAGE | MEDICAL EXPENSE | DEDUCTIBLE
UMBRELLA/EXCESS: UMBRELLA EXCESS CARRIER: LIMITS: AGGR: SELF-INSURED RETENTION

TYPE OF LIABILITY

PREMISES: INSURED IS: OWNER TENANT OTHER:
TYPE OF PREMISES:
OWNER'S NAME & ADDRESS (If not insured):
OWNER'S PHONE (A/C, No, Ext):
PRODUCTS: INSURED IS: MANUFACTURER VENDOR OTHER:
TYPE OF PRODUCT:
MANUFACTURER'S NAME & ADDRESS (If not insured):
MANUFACTURER'S PHONE (A/C, No, Ext):
WHERE CAN PRODUCT BE SEEN?
OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (Explain):

INJURED/PROPERTY DAMAGED

NAME & ADDRESS (Injured/Owner): RYAN TERRY PRETNER 660 ROCCONBERRY CT LAS VEGAS NV 89123
PHONE (A/C, No, Ext):
AGE: 37 SEX: M OCCUPATION:
EMPLOYER'S NAME & ADDRESS:
PHONE (A/C, No, Ext):
DESCRIBE INJURY: SEVERE HEAD INJURY
FATALITY
WHERE TAKEN: UMC
WHAT WAS INJURED DOING? RIDING A BIKE
DESCRIBE PROPERTY (Type, model, etc.):
ESTIMATE AMOUNT:
WHERE CAN PROPERTY BE SEEN?
WHEN CAN PROPERTY BE SEEN?

WITNESSES

NAME & ADDRESS	BUSINESS PHONE (A/C, No, Ext)	RESIDENCE PHONE (A/C, No)

REMARKS
INSURED IS AWARE THAT THERE IS NO COVERAGE FOR THIS LOSS. INSURED IS LOOKING FOR A DENIAL LETTER FROM

REPORTED BY: MICHAEL VASQUEZ
REPORTED TO: JACKIE DAVIS
SIGNATURE OF INSURED:
SIGNATURE OF PRODUCER:

Andrew v CSC
CF000000

CSC000008

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, Delaware, District of Columbia, Kentucky, Louisiana, Maine, Michigan, New Jersey, New Mexico, New York, North Dakota, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, Washington and West Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In DC, LA, ME, TN, VA and WA, insurance benefits may also be denied.

Applicable in California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who Knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.*

* In Florida - Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

03/26/2009 13:20 FAX 776 [illegible] PROGRESSIVE INS 001/004

Jackie Davis (702) 368-1155

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
SCENE INFORMATION SHEET

Agency Name	HENDERSON POLICE DEPARTMENT
Collision Date	01/12/2009
Time	17:22
Day	2
City	HENDERSON
# Vehicles	1
# Non Motorists	0
# Occupants	1
# Fatalities	0
# Injured	1
Occurred On	ST ROSE PKWY
At Intersection With / Direction	EAST
Of/From Street	EXECUTIVE AIRPORT DR
Average Roadway Width	38 / 10
Posted Speed Limit	50

First Harmful Event

Code: 201 — Description: PEDAL CYCLIST

Description of Accident / Narrative

A [illegible] RT MIRROR TO HELMET OF BICYCLIST

Date Notified	01/12/2009	Time Notified	17:22	Arrival Date	01/12/2009	Arrival Time	17:30

Investigated By	ID Number	Date	Reviewed By	Date Reviewed
MATUSZAK JR, ROGER H	704	01/12/2009	DAVENA53	01/20/2009

Scene Information

Page 1 of 6

PROGRESSIVE INS

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET

HENDERSON POLICE DEPARTMENT

[illegible] PARKWAY

VASQUEZ, MICHAEL ANTHONY

HENDERSON

Vehicle Year: 2007

Vehicle Color: WHITE

State: NV

Registered Owner Name: VASQUEZ, MICHAEL ANTHONY

Registered Owner Address: 1584 VIA FIRENZA, HENDERSON, NEVADA 89044

Insurance Company Name: PROGRESSIVE

MOTOR VEHICLE CONTROL [illegible]

CSC000011

Andrew v CSC
CF000011

03/26/2009 13:30 FAX 775 660 8650 PROGRESSIVE INS

Event Number: 08-[illegible]

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET

Accident Number

Agency Name:
HENDERSON POLICE DEPARTMENT

Name: (Last, First, Middle)
Street Address
City | State/Country | Zip Code
Phone Number
Transported By:
Transported To:
Person Type | Seating Position | Occupant Restraints
Injury Severity | Injury Location
Airbags | Airbag Switch | Ejected | Trapped

Name: (Last, First, Middle)
Street Address
City | State/Country | Zip Code
Phone Number
Transported By:
Transported To:
Person Type | Seating Position | Occupant Restraints
Injury Severity | Injury Location
Airbags | Airbag Switch | Ejected | Trapped

Name: (Last, First, Middle)
Street Address
City | State/Country | Zip Code
Phone Number
Transported By:
Transported To:
Person Type | Seating Position | Occupant Restraints
Injury Severity | Injury Location
Airbags | Airbag Switch | Ejected | Trapped

Trailing Unit 1 VIN: | Plate | State | Type
Trailing Unit 2 VIN: | Plate | State | Type
Trailing Unit 3 VIN: | Plate | State | Type

Configuration
Source
Power Unit GVWR
Carrier Name
Carrier Street Address | City | State | Zip
Cargo Body Type
Hazmat
Type of Carrier | Vendor Number

Vehicle Information

Page 3 of [illegible]

CSC000012

Andrew v CSC
CF000012

PL000331

03/20/2009 18:30 FAX 775 680 0690 PROGRESSIVE INS

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET

Report Number: 09-00019
Vehicle: 0002
Occupants: 1
Agency Name: HENDERSON POLICE DEPARTMENT
Highway/Street Name: ST ROSE PARKWAY
Injury Type: 4
Vehicle Type: BICYCLE
State/Permit No.: N/A
Vehicle Color: BLACK
Registered Owner: PROTHER, RYAN TERRY
Registered Owner Address: 600 ROODLEBERRY ST, LAS VEGAS, NEVADA 89123

Speed Estimate: From 15, To 25, Limit 50

	Event	Description
1st	202	PEDAL CYCLIST
2nd		
3rd		
4th		
5th		

Reported By	ID Number	Date	Reviewed By	Date Reviewed
MATUSZAK, JR., ROBERT H	704	01/12/2009	DAVENPORT	01/20/2009

Vehicle Information

Page 4 of 8

CSC000013

Andrew v CSC
CF000048

PL000332

Event Number: 08-00012	STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET	Accident Number: Agency Name: HENDERSON POLICE DEPARTMENT

Name (Last, First, Middle)	Transported by: ☐ ☐ ☐ ☐ ☐ Other
Street Address	Transported To:
City / State/Country / Zip Code	Person Type / Seating Position / Occupant
DOB / Phone Number	Injury Severity / Injury Location
	Airbag / Airbag Switch / Ejected / Trapped
Name (Last, First, Middle)	Transported by: ☐ ☐ ☐ ☐ ☐ Other
Street Address	Transported To:
City / State/Country / Zip Code	Person Type / Seating Position / Occupant
DOB / Phone Number	Injury Severity / Injury Location
	Airbag / Airbag Switch / Ejected / Trapped
Name (Last, First, Middle)	Transported by: ☐ ☐ ☐ ☐ ☐ Other
Street Address	Transported To:
City / State/Country / Zip Code	Person Type / Seating Position / Occupant
DOB / Phone Number	Injury Severity / Injury Location
	Airbag / Airbag Switch / Ejected / Trapped
☐ Towing Unit VIN:	Plate / State / Type
☐ Towing Unit VIN:	Plate / State / Type
☐ Towing Unit VIN:	Plate / State / Type
[illegible]	Source
Carrier Name	Power Unit GVWR
Carrier Street Address	City / State / Zip
Cargo Body Type	Hazmat / Type of Carrier

Vehicle Information

03/25/2009 15:51 FAX 775 [illegible] PROGRESSIVE INS [illegible]

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
NON-MOTORIST INFORMATION SHEET

Event Number	09-00052
Non-Motorist #	5002
Accident Number	
Agency Name	HENDERSON POLICE DEPARTMENT

Non-Motorist Type: ☐ 1) Pedestrian ☒ 2) Pedal Cyclist ☐ 3) Skater ☐ 4) Other ☐ 5) Other Non-Motorist ☐ 6) Wheel Chair ☐ 7) Unknown

Direction of Travel: ☐ 1) North ☐ 2) South ☒ 3) East ☐ 4) West ☐ 5) Unknown

Highway / Street Name: STROBE PARKWAY

Name: PROTHER, RYAN TERRY

Street Address: [illegible] RODDENS GRAY ST

City	State	Zip Code	Phone Number	DOB
LAS VEGAS	NV	89123	(702) 663-2563	06/22/1971

Transported To: UMC TRAUMA HOSPITAL

Person Type	Seating Position	Ejected	Injury Severity	Injury Location	Airbag	Trapped
16	10	11	A	01	01 / 01	

Non-Motorist Condition: ☐ 1) Apparently Normal ☐ 2) Physical Impairment ☐ 3) Under Influence: Medication / Drugs / Alcohol ☐ 4) Fatigued / Asleep / Fainted ☐ 5) Emotional ☐ 6) Illness ☒ 7) Unknown ☐ 8) Other

Alcohol / Drug Involvement: ☐ 1) Not Involved ☐ 2) Suspected Impairment ☐ 3) Alcohol ☐ 4) Drugs ☒ 5) Unknown

Method of Determination (Check up to 3): ☐ 1) Field Sobriety Test ☐ 2) Preliminary Breath Test ☐ 3) Blood Test ☐ 4) Evidentiary Breath Test ☐ 5) Urine Test — Test Results

Non-Motorist Action: ☐ 1) Entering or Crossing at Location ☒ 2) Walking, Running, Playing, Cycling ☐ 3) Approaching or Leaving Vehicle ☐ 4) Playing or Working on Vehicle ☐ 5) Other ☐ 6) Pushing Vehicle ☐ 7) Working in Roadway ☐ 8) Standing ☐ 9) Unknown

Non-Motorist Factors: ☐ 1) Improper Crossing ☐ 2) Lying Illegally in Roadway ☐ 3) Fail to Yield Right of Way ☐ 4) Fail to Obey Traffic Signs, Signals, or Officer ☐ 5) Other ☐ 6) Wrong Side of Road ☐ 7) Not Visible ☐ 8) Darting into Roadway ☐ 9) Inattentive ☐ 10) Unknown

Location Prior to Impact: ☐ 1) Marked Crosswalk at Intersection ☐ 2) At Intersection, No Crosswalk ☐ 3) Non-Intersection Crosswalk ☐ 4) Driveway Access Crosswalk ☐ 5) Sidewalk ☐ 6) Median ☐ 7) Outside Highway ☐ 8) Shared Use Path or Trail ☒ 9) On Highway, More than 10' from Travel Lanes ☐ 10) In Roadway ☐ 11) Traffic Island ☐ 12) Shoulder ☐ 13) Unknown ☐ 14) Other

Safety Equipment: ☐ 1) None ☐ 2) Helmet ☐ 3) Protective Pads ☐ 4) Reflective Clothing ☐ 5) Lighting ☐ 6) Unknown ☐ 7) Other

Bike Lane / Path: ☐ 1) No Bike Lane Path ☐ 2) Bicycle Route (Signed) ☐ 3) Striped Bicycle Lane - Right Side Only ☐ 4) Striped Bicycle Lane - Left Side Only ☐ 5) Striped Bicycle Lane - Both Sides ☐ 6) Separate Bicycle Path / Trail ☐ 7) Unknown ☐ 8) Other

Vehicle Number(s) Striking Non-Motorist: #: #: #:

Non-Motorist Speed Estimate:

From	To	Limit
15	25	60

	Violation	NOC	Citation Number
(1)			
(2)			

Investigator(s)	ID Number	Date	Reviewed By	Date Reviewed
MATUSZAK JR., ROGER H.	704	01/12/2009	GAVEHRO[illegible]	01/20/2009

Non-Motorist Information

Page 5 of 8

CSC000015

Andrew v CSC
CF000016

PL000334

PA 00813

Event Number: 09-00812

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
NON-MOTORIST INFORMATION SHEET

Accident Number:

Agency Name: HENDERSON POLICE DEPARTMENT

Non-Motorist (Last, First, Middle) | Transported By: ☐ Ground ☐ Air ☐ Police ☐ Unknown ☐ Other

Street Address | Transported To:

City | State/Country | Zip Code | Person Type: | Seating Position: | Occupant Restraints:

☐ Male ☐ Female ☐ Unknown | DOB: | Phone Number: | Injury Severity: | Injury Location:

DL/ID Card: | State: | Airbag: | Airbag Deploy: | Ejected: | Trapped:

Non-Motorist (Last, First, Middle) | Transported By: ☐ Ground ☐ Air ☐ Police ☐ Unknown ☐ Other

Street Address | Transported To:

City | State/Country | Zip Code | Person Type: 15 | Seating Position: | Occupant Restraints:

☐ Male ☐ Female ☐ Unknown | DOB: | Phone Number: | Injury Severity: | Injury Location:

DL/ID Card: | State: | Airbag: | Airbag Deploy: | Ejected: | Trapped:

Non-Motor Vehicle Description

Make / Manufacturer: BICYCLE | Model: | Type: | Color: BLACK

Identification / Serial Number: | Non-Motor Vehicle Removed By:

Owner Name: ☒ Same as Non-Motorist | Non-Motor Vehicle Removed To:

FRITTNER, RYAN TERRY

Street Address: 880 ROTHSONBERRY ST, LAS VEGAS, NEVADA 89123 | City: | State: | Zip Code:

1st Contact Area	Damage to Non-Motor Vehicle	Non-Motor Vehicle Damaged Area
Pedestrian: ☐ Right Side ☐ Left Side ☐ Head/Face ☐ Front ☒ Back	☒ Minor ☐ Moderate ☐ Major ☐ Total ☐ None ☐ Unknown	☐ Front ☐ Rear ☐ Right Side ☐ Left Side ☐ Right Front ☐ Right Rear ☐ Left Front ☐ Left Rear ☐ Top ☐ Bottom ☐ Undercarriage ☐ Other

Sequence Of Events

	Code	Description	On/Off Roadway	Harmful Event
1st	208	PEDAL CYCLIST	☐	☒
2nd			☐	☐
3rd			☐	☐
4th			☐	☐
5th			☐	☐

Non-Motor Vehicle Action

☒ Straight ☐ Stopped ☐ Left Turn ☐ Right Turn ☐ U-Turn ☐ Other ☐ Parking ☐ Entering Lane ☐ Leaving Lane ☐ Lane Change ☐ Unknown

Non-Motorist Information

Page 7 of 8

Event Number: 09-00814	STATE OF NEVADA TRAFFIC ACCIDENT REPORT	Accident Number: Agency Name: HENDERSON POLICE DEPARTMENT

Description of Accident / Narrative:

Pavement Markings and Type:

FBR NARRATIVE:

This is a preliminary report only; no assessment of fault or liability should be determined from this initial report.

V1, a white 2007 Ford F-150 pickup bearing NV personalized plate J8TOTED was traveling eastbound on St. Rose Parkway in the number three travel lane.

V1 was solely occupied by the driver Michael Vasquez (10-28-1980) of Henderson NV.

V2, a black Bicycle of an unknown brand or make, was traveling eastbound on the paved shoulder of St. Rose Parkway. It is as yet undetermined which portion of the shoulder the bicyclist was traveling upon or whether he had strayed into the travel lane.

The rider of V2 was later identified as Ryan T. Prather (06-22-1971) of Las Vegas NV.

The right side external mirror of V1 made contact with the back of the helmet of rider of V2. V2 was thrown to the ground and suffered severe head injuries. Whether these injuries are the result of the initial collision or impact with the ground is undetermined at this time.

Driver of V1 immediately stopped to render aid and notify Rescue and Police.

Rider of V2 is currently in critical condition at UMC Trauma and his current prognosis is poor.

This case remains open and further investigation is pending.

Attachments: 1 witness statement

Century Surety Company
465 Cleveland Avenue
Westerville, Ohio 43082
614-895-2000
www.centurysurety.com

COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS

POLICY NO.: CCP502069
NAMED INSURED AND ADDRESS:
BLUE STREAK AUTO DETAILING
5675 S POST RD
SUITE 3
LAS VEGAS NV 89120

NEW
CODE NO.: 57362
INSUREDS AGENT:
THE HARRIS AGENCY
5105 S DURANGO DR
SUITE 100
LAS VEGAS NV 89113

POLICY PERIOD: From: 06/27/2008 To: 06/27/2009 at 12:01 A.M. Standard time at your mailing address shown above.
Business Description: AUTO DETAILING AND WASH
Individual Joint Venture Partnership Limited Liability Company (LLC) X Organization (Other than Partnership, LLC or Joint Venture)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
GARAGE COVERAGE FORM	$	1,508.00

25 % of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund. TOTAL $ 1,508.00

Service of Suit (if form CCP 20 10 is attached) may be made upon:
HERITAGE GENERAL AGENCY INSURANCE SERVICES
ERNST & YOUNG BLDG,725 S FIGUEROA ST,19 FL, LOS ANGELES, CA 90017

Form(s) and Endorsement(s) made a part of this policy at time of issue*:
SEE ATTACHED SCHEDULE OF FORMS: CIL 16 00b 02 02

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:
HERITAGE GENERAL AGENCY INSURANCE SVCS
THE ERNST & YOUNG BLDG
725 S FIGUEROA ST, 19TH FLOOR
LOS ANGELES CA 90017

Countersigned By ____________________
Authorized Representative
07/21/2008 YLH

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.

Secretary President

CSCP 10 01 03 06

COMPANY

Andrew v CSC
CF000010

CSC000018

PL000337

PA 00816

Century Surety Company

Garage Coverage Form Declarations

ITEM ONE

POLICY NO.: CCP502869 EFFECTIVE DATE: 06/27/2008
12:01 A.M. Standard Time

NAMED INSURED: BLUE STREAK AUTO DETAILING

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form next to the name of the coverage. Entry of a symbol next to Liability provides coverage for "garage operations".

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)	LIMIT			PREMIUM
		Each "Accident" "Garage Operations"		Aggregate - "Garage Operations"	
		"Auto" Only	Other Than "Auto" Only	Other Than "Auto" Only	
LIABILITY	29	$1,000,000	$1,000,000	$2,000,000	$ 1,500
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS $ DED.			$
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.			$
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ DED. FOR EACH ACCIDENT.			$
MEDICAL PAYMENTS		$			$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT			$
UNINSURED MOTORISTS		$			$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		$			$
GARAGEKEEPERS COMPREHENSIVE COVERAGE		$ EACH LOCATION MINUS $ DED. FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT;			$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		OR $ EACH LOCATION MINUS $ DED. FOR EACH CUSTOMER'S AUTO FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT			$

Andrew v CSC
CF000019

CSC000019

PL000338

PA 00817

POLICY NUMBER: CCP002860

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS (Cont'd)

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)	LIMIT	PREMIUM
GARAGEKEEPERS COLLISION COVERAGE		$ EACH LOCATION MINUS $ DED. FOR EACH COVERED AUTO.	$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	$
PHYSICAL DAMAGE TOWING AND LABOR		$ For Each Disablement Of A Private Passenger "Auto".	$
			$
		PREMIUM FOR ENDORSEMENTS	$
		TRIA COVERAGE	$
		* ESTIMATED TOTAL PREMIUM	$ 1,406

* This policy may be subject to final audit.

ENDORSEMENTS ATTACHED TO THIS POLICY (other than applicable Forms and Endorsements shown elsewhere in the policy):
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

THIS DECLARATION MUST BE COMPLETED BY THE ATTACHMENT OF A SUPPLEMENTARY SCHEDULE.

POLICY NUMBER: CCP502869

COMMERCIAL AUTO
CA 03 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: [illegible] STREAK AUTO DETAILING
Endorsement Effective Date: 06/27/2008
Countersignature Of Authorized Representative
Name: Not Applicable
Title: Not Applicable
Signature: Not Applicable
Date: Not Applicable

SCHEDULE

Liability Deductible:	$	1,000	Per "Accident"
"Property Damage" Deductible:	$		Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Liability Coverage is changed as follows:

A. Liability Coverage Deductible

The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Liability Coverage Deductible

The damages that would otherwise be payable under Liability Coverage for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

CAG 1919 0807

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE OPERATIONS LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

The following work and operations are included within the definition of "Garage operations":   AUTO DETAILING AND WASH

Coverage for classifications, operations or premises *not* shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

Andrew v CSC
CF000023

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PL000342

PA 00821

CAG 1951 1203

GARAGE COVERAGE FORM – NON-DEALERS' AND TRAILER DEALERS' SUPPLEMENTARY SCHEDULE

POLICY NUMBER: GKP512869

ITEM THREE

LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

LOCATION NO.	ADDRESS State Your Main Business Location As Location No. 1.
1	3675 E POST RD, STE E, LAS VEGAS, NV 89120
2	
3	

ITEM FOUR

LIABILITY COVERAGE – PAYROLL RATING BASIS FOR YOUR PREMISES AND OPERATIONS AND NONOWNED AUTOS USED IN YOUR BUSINESS. REFER TO ITEM SIX FOR THE LIABILITY PREMIUMS FOR THE COVERED AUTOS YOU HIRE OR BORROW. REFER TO ITEM SEVEN FOR COVERED AUTOS YOU OWN.

LOCATION NO.	ESTIMATED PAYROLL	RATE PER $100 OF PAYROLL	PREMIUM
1	$ 10,400	$ 14.439	$ 1,500
2	$	$	$
3	$	$	$
		TOTAL PREMIUM	$ 1,500

ITEM FIVE

GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit Of Insurance For Each Location (Absence of a limit or deductible below means that the corresponding ITEM TWO limit or deductible applies.)
1	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.
2	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

CAG 1051 1203

POLICY NUMBER: CCP532869

ITEM FIVE (Cont'd)

$	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

PREMIUM FOR ALL LOCATIONS

Comprehensive	$
Specified Causes Of Loss	$
Collision	$

DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ EXCESS INSURANCE

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ PRIMARY INSURANCE

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

ITEM SIX

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
	$	$		$
			TOTAL PREMIUM	$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengors.

Andrew v CSC
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PA 00823

CAG 1951 1203

POLICY NUMBER: CCP502963

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	$	$	$
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $______ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	$	$	$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO.	$	$	$
			TOTAL PREMIUM	$

ITEM SEVEN

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION: Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED: Original Cost New	PURCHASED: Actual Cost & NEW (N) USED (U)	TERRITORY: Town & State Where The Covered Auto Will Be Principally Garaged
1		$	$	
2		$	$	
3		$	$	
4		$	$	
5		$	$	

Covered Auto No.	CLASSIFICATION: Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor: Liab.	Primary Rating Factor: Phy. Dam.	Secondary Rating Factor	Code	EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At The Time Of The Loss.
1									
2									
3									
4									
5									

Andrew v CSC
CF000026

CSC000026

PL000345

PA 00824

POLICY NUMBER: [illegible]

ITEM SEVEN

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. End. Minus Deductible Shown Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In P.P.I. End. Minus Deductible Shown Below	Premium
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
Total Premium		$		$	$		$

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)					
	AUTO MEDICAL PAYMENTS		COMPREHENSIVE		SPECIFIED CAUSES OF LOSS	
	Limit	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium
1	$	$	$	$	$	$
2	$	$	$	$	$	$
3	$	$	$	$	$	$
4	$	$	$	$	$	$
5	$	$	$	$	$	$
Total Premium		$		$		$

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)			
	COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
Total Premium		$		$

POLICY NUMBER: [illegible]

ITEM EIGHT

MEDICAL PAYMENTS COVERAGE – PREMISES AND OPERATIONS – NONOWNED AUTOS USED IN YOUR BUSINESS (REFER TO ITEM SEVEN FOR MEDICAL PAYMENTS PREMIUMS FOR COVERED AUTOS YOU OWN.)

COVERAGE	PREMIUM DETERMINATION	PREMIUM
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium.	$
Premises and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Premises and Operations Medical Payments Premium equals % of the Liability Premium.	$
Premises and Operations and Auto Medical Payments	Premises and Operations and Auto Medical Payments Premium equals % of the Liability Premium.	$

ITEM NINE

PHYSICAL DAMAGE COVERAGE – AUTOS HELD FOR SALE – TYPES OF COVERED AUTOS AND INTERESTS IN THESE AUTOS – PREMIUMS – REPORTING OR NONREPORTING BASIS

The Physical Damage Coverage provisions of the Garage Coverage Form relating to dealers apply to those "autos" held for sale by non-dealers and trailer dealers.

Each of the following Physical Damage Coverage coverages that is indicated in ITEM TWO applies only to the types of "autos" and interests indicated below by "X".

COVERAGES	TYPES OF "AUTOS"		INTERESTS COVERED			
	New "Autos"	Used "Autos" Demonstrators	Your Interest In Covered "Autos" You Own	Your Interest Only In Financed Covered "Autos"	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interests In Any "Auto" Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive	☐	☐	☐	☐	☐	☐
Specified Causes Of Loss	☐	☐	☐	☐	☐	☐
Collision	☐	☐	☐	☐	☐	☐

LOCATION NO.	COVERAGES	LIMIT OF INSURANCE FOR EACH LOCATION	RATES	PREMIUM
1	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS		$
	Specified Causes Of Loss	SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.		
2	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS		$
	Specified Causes Of Loss	SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.		

CAG 1951 1203

POLICY NUMBER: CCP502869

ITEM NINE (Cont'd)

3	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS				$
	Specified Causes Of Loss	SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
All	Collision	$ MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO.				$
		BLANKET ANNUAL COLLISION RATES				
		First $50,000	$50,001 to $100,000	Over $100,000	Adjust-ment Factor	Premium
						$
					TOTAL PREMIUM	$

Our limit of insurance for "loss" at locations other than those stated in ITEM THREE.

$ Additional locations where you store covered "autos"

$ In transit

PREMIUM BASIS – Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X").

☐ REPORTING BASIS (Quarterly or Monthly as indicated below by "X")

You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location no. 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other non-"employees", and covered "autos" that are temporarily displayed or stored at locations other than those stated in ITEM THREE above. For your main sales location you must include the total value of all service vehicles.

YOUR REPORTING BASIS IS:

☐ QUARTERLY

You must give us your first report by the fifteenth of the fourth month after the policy begins. Your subsequent reports must be given to us by the fifteenth of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.

☐ MONTHLY

You must give us your reports by the fifteenth of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

☐ NONREPORTING BASIS

Stated limit of insurance shown above applies.

Loss Payee – Any loss is payable as interest may appear to you and:

Andrew v CSC
CF000029

CSC000029

PL000348

PA 00827

Policy Number [illegible] CIL 16 00b 02 02

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

Form/ Unit # | Edition Date | Title — Total # of forms selected: 15

Forms Applicable to this Coverage Part - INTERLINE-ALL COVERAGE PARTS

CIL 16 000 02 02.................SCHEDULE OF FORMS AND ENDT
CACP 10 00 [illegible]..............POLICY JACKET
CACP 10 01 [illegible]..............COMMON POLICY DECLARATIONS
[illegible] 20 10 [illegible].............SERVICE OF SUIT CLAUSE
IL [illegible]..............CALCULATION OF PREMIUM
IL 00 17 11 98..............COMMON POLICY CONDITIONS

Forms Applicable to this Coverage Part - GARAGE

CAG 2900 12 03..............GARAGE COVERAGE FORM DECLARATIONS
[illegible]..............GARAGE COVERAGE FORM
CA 01 26 10 01..............NV CHANGES
CA [illegible]..............DEDUCTIBLE LIABILITY COVERAGE
IL [illegible]..............EXCLUSION OF TERRORISM
CAG 2907 [illegible]..............[illegible] ENDT-[illegible]
CAG 2013 [illegible]..............GARAGE OPERATIONS [illegible] ENDT
CAG 2854 [illegible]..............GARAGE [illegible] SCHEDULE
IL 00 21 [illegible]..............NUCLEAR ENERGY LIAB EXCL ENDT

CAG [illegible] - ADDITIONAL CONDITIONS AND EXCLUSIONS [illegible]
[illegible] - NEVADA CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD

CIL 16 000 02 02

Andrew v CSC
CF000030

CSC000030

PL000349

PA 00828

To: "Internal Email - IRBIMAGE" <images@centurysurety.com>
From: "Brittany Baney" <BBaney@centurysurety.com>
Date: Thu, 24 Jul 2008 00:04:14 -0400
Subject: FW: BLUE STREAK AUTO DETAILING - CCP502869

Drawer: UW
Folder Type: U/W Information
Doc Type: Inspection
Flow: UW Mail
Step: Garage All Other
To: Zach Davidson
Priority: 9
Description: INSP
Policy Number: CCP502869

From: Jane Wilkens [mailto:JWilkens@heritagegeneral.com]
Sent: Wednesday, July 23, 2008 4:03 PM
To: Brittany Baney
Subject: BLUE STREAK AUTO DETAILING - CCP502869

Hi Brittany, Inspection attached - thanks.

Jane M. Wilkens, VP, CPCU, ASLI
Heritage General Agency, A Division of
Worldwide Facilities, Inc.
725 S. Figueroa Street, 19th Floor
Los Angeles, CA 90017
213 236-4679 Direct Line
213 244-9644 Fax
jwilkens@heritagegeneral.com
CA License# 0414124

[illegible]

This email has been scanned by the MessageLabs Email Security System.

[illegible]

Andrew v CSC
CF000031

CSC000031

PL000350

PA 00829

Pacific Inspections, Inc. **Inspection Details - Policy CCP502869**

Date Submitted:	Thursday July, 3, 2008	Request #:	00703-06
Return Attention:	LISETTE GUERRERO	Policy Number:	CCP502869
Agent:	WORLDWIDE FACILITIES, INC	Type of Business:	AUTO (DEALERSHIP, REPAIR, PARTS, ETC)
Agent Phone Number:	213.236.4500	Acct:	591
Name of Insured:	BLUE STREAK AUTO DETAILING	DBA:	N/A
Address:	3675 E POST ROAD SUITE B LAS VEGAS, NV 89120		
Contact Person:	MIKE VASQUEZ (702). 286-5450	Contact Phone Number:	MAV7778@YAHOO.COM
Contact Fax Number:	N/A	Email Address:	7/17/08

PACKAGES	PROPERTY	LIABILITY	MISC.
[ ] MULTI PERIL	[ ] MERCANTILE FIRE	[ ] MSC	[ ] COMM. AUTO
[ ] FIRE & OLT	[ ] HOMEOWNERS	[ ] OLT	[ ] PHONE MRC
[ ] APARTMENT	[ ] FULL DWELLING	[ ] WORKER'S COMP	[ ] FLEET
[ ] MC & FIRE	[ ] DWG. SHORT FORM	[ ] PRODUCTS	[ ] PER. AUTO
[ ] MC & OLT	[ ] BRUSH	[X] GARAGE	[ ] EQUIP. FLOATER
[ ] RESTAURANT	[ ] E&H SUPP.	[ ] BUSINESS BURG.	[ ] LIQUOR LIAB.
			[ ] EARTHQUAKE

Additional: [X] PHOTO DESIRED [ ] REINSPECTION

Inspection Type: [X] NEW INSPECTION REQUEST [ ] RENEWAL INSPECTION REQUEST

Other Requests: GARAGE LIABILITY

Special Instructions: ~PLEASE CONFIRM PAYROLL~

Andrew v CSC
CF000032

CSC000032

PL000351

PA 00830

Pacific Inspections, Inc. M & C Service

Request Number:	[illegible]	Customer/Account:	[illegible]
Policy Number:	[illegible]	Producer:	WORLDWIDE FACILITIES, INC.
Insured:	BLUE STREAK AUTO DETAILING (?)	Return Attention:	[illegible]
Applicant/Agent:	BLUE STREAK AUTO DETAILING (?)	Person Interviewed:	[illegible], Owner
Property Address:	[illegible] ROAD SUITE [illegible] LAS VEGAS NV, [illegible]	Date:	Wednesday, July [illegible], 2008 (?)
Highlights:	[illegible] mobile automobile detailing service in which insured washes, waxes, cleans automobile carpets and [illegible] as well as degreases engines at the customer's location.		

BUSINESS OPERATION

Type of Business and Trade Name:	Mobile Automobile Detailing	Type of Service Performed:	Detailing
Years of Experience:	2	Time at this Address?	[illegible]
How long in Business?	2	Operating from Commercial or Residential Address?	Residential. If Commercial Office, Days and Hours Open (provided address mailing) [illegible]
Type License, # and Expiration Date:	[illegible]	Duties of the Executives:	[illegible]
Number of Part Time / Full Time Employees (Clerical, Field, Retail):	2	Any Sub-Contractors Used? Number?	No
Sub-Contractors Furnish Certificates of Insurance:	N/A	% of Sub-Contracted Work:	N/A
Insured Provide Supervision Over Sub-Contractors:	N/A	Written Contract Agreement with Sub-Contractors:	N/A. If Yes, Hold Harmless Clause in Contract?
Warranty Length Sub-Contractors Give Insured:	N/A	Radius of Operations:	Clark County [illegible]
Any Manufacturing of Products Expected?	No		

COMPLETED OPERATIONS

PAST ANNUAL FIGURES:	CURRENT ANNUAL FIGURES:
For the Year of: 2007	For the Year of: 2008
Gross Receipts: [illegible]	Gross Receipts: [illegible]
Clerical Payroll: [illegible]	Clerical Payroll: [illegible]
Clerical Number of Employees: 0	Clerical Number of Employees: [illegible]
Field Supervisor Payroll:	Field Supervisor Payroll:
Field Supervisor Number of Employees:	Field Supervisor Number of Employees:
Field Employees Payroll: [illegible]	Field Employees Payroll: [illegible]
Field Employees Number of Employees:	Field Employees Number of Employees:
Service Employees Payroll:	Service Employees Payroll:
Service Employees Number of Employees:	Service Employees Number of Employees:
Number of Active Owners:	Number of Active Owners:
Owner Payroll at $33,[illegible] per Year (Sub-contracted) Costs:	Owner Payroll at $33,[illegible] per Year (Sub-contracted) Costs:

PREVIOUS INSURANCE

Previous Carrier Product Liability Insurance:	N/A	Has Any Company Declined, Cancelled or Refused Insurance:	No
Present Workman's Compensation Carrier:	N/A	Any Previous Product Liability Losses? If Yes, Describe Fully in Narrative:	No

JOB SITE OPERATIONS

Describe all Job Site Operations in Narrative:

Types of Tools/Equipment:	[illegible]	Any Asbestos Waste Exposures?	No

Andrew v CSC
CFD00033

CSC000033

PL000352

[illegible] washing and water tank.	If yes describe: n/a
Any Installations of Pints? No	Equipment or Tools Left on Job Site Overnight? No If Yes, Describe Protection: n/a

LOSS CONTROL

Certificates of Insurance Obtained From Vendors? N/A	Certificates Also Obtained From All Contractors: N/A	
Insured Named as Additional Insured on all INS.Cert? N/A		

SPECIAL INSTRUCTIONS

Describe other operations, any past losses and measures taken to prevent recurrence. Amplify any necessary questions from above:
[illegible]

Pacific Inspections, Inc. — M.& C Service Narrative

Request Number: 30755[illegible]	Customer/Account: 3/4
Policy Number: [illegible]502809	Producer: WORLDWIDE [illegible] INC.
Insured: [illegible] AUTO DETAILING	Return Attention: [illegible]
Applicant/Firm: [illegible]	Person Interviewed: [illegible] Owner
Property Address: 2875 [illegible] ROAD SUITE B LAS VEGAS NV, 89120	Date: Wednesday, July 16, 2008

Business and Operations

The insured is a licensed mobile automobile detailing contractor. The insured specializes in detailing. Insured has 2 part time employees.

The insured has been in business for 2 years, and is reported to have 2 years of experience. The insured operates the business from the insured's residential address. The insured does not use sub contractors. Insured operates the business within Clark County Nevada.

Extra Notes:

Completed Operations

Gross receipts estimated by the insured at $80,000 for the year of 2007, and the projected figure for 2008 are estimated to be $100,000.

Extra Notes:

Prior Insurance

Extra Notes:

Past Losses

None reported

Recommendations

There are no recommendations.

Andrew v CSC
CF000034

CSC000034

PL000353

CENTURY Insurance Group

GARAGE APPLICATION

ALL QUESTIONS MUST BE ANSWERED IN FULL, SIGNED AND DATED BY THE APPLICANT.

Broker #:
Broker:
Location:

Retailer: Flex Davis Agency
Location:
Phone #:

Applicant Name: Blue Streak Auto Detailing
Mailing Address: 3675 E. Rush Rd Ste B Las Vegas NV 89120
Proposed Policy Period: 4/1/08 to 4/1/09
Location #1: Same as mailing
Location #2:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other

Insured's Website Address:
Inspection and Audit Contact / Phone Number: Mike Vasquez / (702) [illegible]
Years in business: 1 Years of experience in this field:

NATURE OF BUSINESS

DEALER: ☐ Franchised ☒ Non-Franchised

Please Indicate Percent: ____ Consigned Autos Held for Sale ____ Owned Autos Held for Sale
____ Auto Auctions ____ Wholesale Autos
____ Other (describe):

NON-DEALER: ☐ Repair Shop ☐ Gas Station ☐ Parking Facility ☒ Other: Detailing

UNDERWRITING INFORMATION

DO YOU:	YES	NO		YES	NO
1. Engage in any other operations?	☐	☒	6. Repossess vehicles for others?	☐	☒
2. Sponsor sporting or social events?	☐	☒	7. Engage in fuel conversion?	☐	☒
3. Sponsor or own any race cars?	☐	☒	8. Engage in auto pawning?	☐	☒
4. Work on aircraft or airport premises?	☐	☒	9. Allow customers in the work area?	☐	☒
5. Structurally alter or convert vehicles from their original design?	☐	☒	10. Own or operate a car crusher or crush salvaged autos more than [illegible]?	☐	☒

EXPLAIN ALL "YES" RESPONSES:

Andrew v CSC
CF000035

CSC000035

PL000354

PA 00833

PLEASE INDICATE PERCENTAGE OF THE FOLLOWING TYPE OF AUTOS YOU ARE INVOLVED IN	Sales	Repair
Private Passenger Type including Light & Medium Trucks - New	%	%
Private Passenger Type including Light & Medium Trucks - Used	%	%
Antique/Classic Cars	%	%
Boats - Other Than Jet Skis	%	%
Jet Skis	%	%
Buses	%	%
Contractors Equipment **include complete list of equipment**	%	%
Farm Equipment	%	%
Emergency or Public Livery	%	%
Heavy Truck (over 26,000 GVW) **supplement required**	%	%
Kit Cars or Other Auto Manufacturing	%	%
Motorcycles, ATVs, Scooters, Snowmobiles **supplement required**	%	%
Mobile Homes	%	%
Recreational Vehicles and Campers **supplement required**	%	%
Semi Trailers	%	%
Trailers - Other than Semi Trailers	%	%
TOTAL	100%	

N/A

NON-DEALERS OPERATIONS			
Alarm, Stereo or Navigational System	%	Gasoline Station - Self Service	%
Auto Dismantling	%	Impound Yards	
Auto Maintenance or Repair (Not Body)	%	Mobile Auto Repair	%
Auto Painting with UL approved spray booth	%	Oil/Lube Service	%
Auto Painting without UL approved spray booth	%	Parking Lots & Garages (self park)	%
Auto Parts (uninstalled) Receipts	%	Tire Dealers - New	%
Body Shop	%	Tire Dealers - Used, Reloads or Split Rims	%
Butane, Propane or other Liquefied Gas Sales	%	Trailer Hitch Installation or Repair	%
Car Wash - Full Service	%	Upholstery	%
Convenience Store Receipts	%	Valet Parking **supplement required**	%
Detailing [illegible]	100%	Van Conversion	%
Driveaway Contractor or Wrecker Service	%	Window Tinting	%
Frame or Unibody Straightening	%	Windshield Installation/Repair	%
Gasoline Station - Full Service	%	Other	%

N/A

VEHICLE STORAGE & VALUES	
Owned Autos	Non-Owned Autos
How are vehicles stored? ☐ Standard Lot ☐ Building ☐ Non-Standard Lot ☐ Unprotected Lot	How are vehicles stored? ☐ Standard Lot ☐ Building ☐ Non-Standard Lot ☐ Unprotected Lot
Maximum value any one Auto? ________ Maximum number of Autos? ________	Maximum value any one Auto? ________ Maximum number of Autos? ________

Standard Lot: Standard operable area or parking storage lots enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height or bounded on one or more sides by the wall or walls of a building, with no unprotected openings, and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height with openings securely locked when unattended. Non-Standard Lot: Any other type of protection (including Unprotected Lots) All Other.

Andrew v CSC
CF000090

CSC000036

PL000355

PA 00834

EMPLOYEE AND NON-EMPLOYEE INFORMATION

YOU MUST COMPLETE THE FOLLOWING INFORMATION FOR ALL EMPLOYEES, DRIVERS AND HOUSEHOLD MEMBERS

Name and Driver's License # & State	Date of Birth	Violations & Accidents Prior Three Years	Status	Hours Worked	Auto Use
Michael Vasquez			1	[illegible] F	
David Sheffield			3	[illegible] P	

STATUS: 1. Active Owner, Partner or Officer
2. Inactive Owner, Partner or Officer
3. Salesperson
4. Lot Person
5. Mechanic
6. Clerical
7. Spouse of Owner, Partner or Officer
8. Children of Owner, Partner or Officer
9. Spouse of any other person furnished an auto
10. Children of any other person furnished an auto
11. Occasional or Contract Driver
12. Other

HOURS WORKED:
F = Full Time (over 20 hours per week)
P = Part Time (20 or less hours per week)
N = Non-Employee

AUTO USE:
A = Furnished a covered auto for personal use
B = Uses a covered auto strictly for business use
C = Does not drive a covered auto

THREE-YEAR PRIOR CARRIER AND LOSS HISTORY

Current Carrier: Policy Period: Policy Premium:
Prior Carrier: Policy Period: Policy Premium:
Prior Carrier: Policy Period: Policy Premium:

If there is no prior insurance, check the box. ☒

Date of loss	Amount paid/reserve	Description of loss including driver

If there are no prior losses, check the box. ☒

09/04/07 ed.

Andrew v CSC
CFC00037

CSC000037

PL000356

PA 00835

COVERAGES & LIMITS

Garage Liability	Limit of Liability Auto 1,000,000 Each Accident Other Than Auto 1,000,000 Each Accident Other Than Auto 2,000,000 Aggregate Limit		Deductible 1,000 BI 1,000 PD
Dealers Open Lot ☐ Comprehensive ☐ Specified ☐ Collision ☐ False Pretense	Limit of Coverage Limit Per Location Limit Per Auto	Deductible Other Than Collision Collision	
Garagekeepers ☐ Legal Liability ☐ Direct Excess ☐ Direct Primary	Limit of Coverage Limit Per Location Limit Per Auto	Deductible Other Than Collision Collision	
☐ Comprehensive ☐ Specified ☐ Collision	In-Tow Coverage ☐ Facility ☐ Not For Hire Limit Per Tow Truck # of Tow Trucks		
Medical Payments	Auto Garage Operations		
☐ Broadened Coverage ☐ Fire Legal Liability Limit ☐ Personal Injury Liability	☐ Hired Auto ☐ Broad Form Products		
☐ Additional Insured ☐ Waiver of Subrogation	Name Address Insurable Interest		
Uninsured Motorists Coverage Underinsured Motorists Coverage	Each Accident Each Accident	Number of Dealer Tags	
Personal Injury Protection	Per Statute		
Radius of Pickup & Delivery:	☒ None ☐ 0-500 Miles ☐ 501-900 Miles ☐ 501-1000 Miles ☐ 1000 Miles		
Dealers Errors & Omissions	☐ Title E&O ☐ Federal Odometer E&O	☐ Truth in Lending E&O ☐ Insurance Agents E&O	
☐ Scheduled Auto Liability or Physical Damage, Complete the Scheduled Auto Supplement			

ADDITIONAL INFORMATION

NOTICE: The policy of insurance applied for does not provide coverage as required by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks nor coverage under CERLA or similar state or federal environmental act(s). THIS POLICY EXCLUDES ALL COVERAGE FOR POLLUTION. Any person who knowingly and with intent to defraud the Company files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. This application shall not be binding unless and until confirmation by the Company or its duly appointed representative has been given, and that a policy shall be issued and a payment shall be made, and then only as of the date and in accordance with all terms thereof. The said applicant hereby covenants and agrees that the foregoing statements and answers are a full and true statement of all the facts and circumstances with regard to the risk to be insured, and the same are hereby made the basis and conditions of the insurance and a warranty on the part of the insured.

Witness Date 01/22/2008 Applicant's Signature

Page 4 of 4 09/01/07 ed.

Andrew v CSC
CP000038

CSC000038

PL000357

PA 00836

To: mchorak@dynamicclaims.com;
From: CCHOLLAN
Cc:
Bcc:
Subject: 01061367 ;
Date/Time Sent: 03/31/2009 5:51 PM

==========BEGINNING OF MESSAGE==========

Drawer: CLM
FileNo: 01061367

Mike,

Detailed statement of insured please cover the following, what is Blue Streak, a sole proprietorship, a corp, or what. Who is the business license made out to? Ask Mike Vasquez to detail his afternoon, when did he finish work, where did he go, did he see cyclist? Was it darK(I think it was)? On the errands or shopping, have him detail what he was doing, who he was shopping for, was there ANY business errand or shopping, don't ask him that but to conclude that part, "so this was all personal, no business?" might be a good question. Call if questions.

Charles C. Holland, Jr., CIC
(800) 840-0062

==========END OF MESSAGE==========

Attached Files:
IR_ACORD110001.pdf

CENTURY
Insurance Group
Century Surety Company | ProCentury Insurance Company

Charles C. Holland, Jr., CIC
Senior Claims Examiner
(602) 445-5068 | cholland@centurysurety.com
[illegible]

April 1, 2009

VIA CERTIFIED and REGULAR MAIL
7112 3456 8220 0000 7777

Michael Vasquez
Blue Streak Auto Detailing
3675 E Post Road, Suite B
Las Vegas, NV 89120

Re:	Insured:	Blue Streak Auto Detailing
	Claimant:	Ryan Terry Premer
	Policy No.:	CCP502869
	Date of Loss:	March 29, 2009
	Claim No.:	01-061367

Dear Mr. Vasquez:

I write on behalf of Century Surety Company ("Century") regarding the above-referenced claim filed through your agent, The [illegible] Agency.

The facts, as we understand them from your report and the attachments you supplied, and speaking to you at 11:40AM MST, March 30, 2009, are that you were running personal errands and shopping in your pickup, a 2007 Ford F150, on St. Rose Blvd., when the mirror on your pickup collided with the claimant's helmet. The claimant was riding his bicycle at about 6:32PM on the above-referenced date. Sunset is listed as 4:47PM. This incident occurred in Henderson, Nevada, the city in which you live. We understand you were driving your personal pickup on personal business, running errands and shopping. We understand this vehicle is covered for liability by Progressive Insurance.

The purpose of this letter is to advise you that our investigation and handling of this matter is being done under a full Reservation of Rights as to the terms and condition of your policy.

Your Garage Insurance Policy is provided by Century under policy number CCP502869, effective June 27, 2008 to June 27, 2009. Your liability limits for "bodily injury" and "property damage" are $1,000,000 for each accident. You have a liability deductible of $1,000 for each claim.

Please review Garage Coverage Form, CA 0005 (10/01), where you will note the description of vehicles that are potentially covered autos.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Blue Streak Auto Detailing
April 1, 2009
Page 2 of 4

Symbol	Description Of Covered Auto Designation Symbols	
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households while used in your garage business.

At this time, it is unclear if the vehicle that you were driving at the time of the accident would be considered a covered "auto". If the vehicle is not a covered "auto" under your policy, then coverage is precluded.

Please refer once again to policy form CA 0005 (10/01), where you will note the following language:

SECTION II – LIABILITY COVERAGE

A. Coverage

* * *

2. "Garage Operations" – Covered "Autos"

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

SECTION VI – DEFINITIONS

H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

At this time, it is unclear whether this accident arose out of your "garage operations." If this accident did not arise out of your "garage operations," then coverage is precluded.

Andrew v CSO
CP000041

CSC000041

Based on the forgoing, it is unclear whether your Century policy will provide coverage for any claims that may arise out of this accident. Accordingly, our handling of this matter is being done under a full Reservation of Rights as to the terms and conditions of your policy.

We have assigned this claim to Michael Chorak of Dynamic Claims in Las Vegas, Nevada. His phone number is 702-759-5354. He will be contacting you shortly.

In the event you receive any correspondence or suit papers related to this matter, please immediately forward these documents to the undersigned.

We understand that the claimant sustained a severe head injury and according to the police report, he was in critical condition when he was transported to the hospital. It is possible that the value of the claimant's injuries may ultimately exceed your $1,000,000 policy limit. Please be advised that any portion of any verdict in excess of your policy's limit must be borne by you. For this reason, you should feel free to employ legal counsel, at your own expense, to protect your interests in excess of the coverage provided by your Century policy.

Please do not discuss the details of this matter with anyone other than the undersigned, the representative from the above-named adjusting firm, or your own personal counsel.

Century Surety Company does not limit its right to assert limitations on coverage to the provisions of the policy set forth above. Rather, it reserves its rights to enforce any and all of the provisions, including policy conditions, contained in the policy. Century Surety Company specifically reserves the right to bring an action to declare the obligations and responsibilities of the parties hereto under the contract of insurance in question, at any time after the date of this letter.

Should you have any information that is contrary to what is expressed above, or if you have any questions, comments or objections, please contact the undersigned at 602-445-5958.

Sincerely,

CENTURY SURETY COMPANY

Charles C. Holland, Jr., CIC
Senior Claims Examiner

CH/mk

cc: The Harris Agency
6105 South Durango Dr., Suite 100
Las Vegas, NV 89113

Heritage General Agency Insurance Services
The Ernst & Young Bldg.
725 S. Figueroa St., 19th Floor
Los Angeles, CA 90017

WARNING
(Nevada)

If a hospital submits to an insurer the form commonly referred to as the "UB-82," the form must contain or be accompanied by a statement in substantially the following form: "Any person who misrepresents or falsifies essential information requested on this form may, upon conviction, be subject to a fine and imprisonment under state or federal law, or both."
If a person who is licensed to practice one of the health professions regulated by Title 54 of NRS submits to an insurer the form commonly referred to as "HCFA-1500" or a patient who is not covered by any governmental program which offers insurance coverage for health care, the form must be accompanied by a statement in substantially the following form: "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."
Revised 10/05/06

Marjorie Kilwine

From:	Charles Holland
Sent:	Tuesday, March 31, 2009 2:36 PM
To:	Marjorie Kilwine
Subject:	FW: ROR 61367
Importance:	High

OK, this one is ready, It is an ROR now.

061367
(ROR-Owned Auto)

From:	Jim Karp
Sent:	Tuesday, March 31, 2009 2:25 PM
To:	Charles Holland
Subject:	FW: ROR 61367
Importance:	High

Charles - as we discussed, we will investigate this under ROR. I changed your letter accordingly. All you need to do to the letter is fill in the contact information for the I/A you assign, and then the letter is approved.

Please make sure that your I/a takes a very detailed statement from the insured as to the exact reason for his trip. Where was he going? Why? Did he have any other purpose in driving at the time of loss? Specifically, did the purpose of his trip in any way relate to the business operations of Blue Streak Auto Detailing?

Please have the i/a also obtain a copy of the title or registration of the vehicle Mr. Vasquez was driving.

Finally, please have he I/A determine what kind of business the named insured operates, i.e., a sole proprietorship, corporation, LLC, etc.

Let me know if you have any questions or want to discuss. Thanks.

Jim

From:	Marjorie Kilwine
Sent:	Monday, March 30, 2009 1:49 PM
To:	Jim Karp
Cc:	Charles Holland
Subject:	RE: Disclaimer 61367

061367
sclaimer-Owned Auto

Margie Kilwine
mkilwine@centurysurety.com
602-216-6597
800-840-0265

Andrew v CSC
CF000044

CSC000044

PL000363

PA 00842

From: Charles Holland
Sent: Monday, March 30, 2009 12:23 PM
To: Claims Transcription
Subject: Disclaimer 61367

Enclosed is letter on subject, please indent coverage and proof. Then to Mr. Karp for approval.

<< File: 61367 (Disclaimer-Owned Auto) Blue Streak(30Mar09).doc >>

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7112 3456 5220 0000 7777

Postage	$ $0.42
Certified Fee	$2.70
Return Receipt Fee (Endorsement Required)	$2.20
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $5.32

Postmark Here

Sent To: Michael Vasquez
Blue Streak Auto Detailing
Street, Apt. No., or PO Box No.: 3675 E Post Road, Suite B
City, State, ZIP+4: Las Vegas, NV 89120

Andrew v CSC
CF000046

CSC000046

PL000365

PA 00844

04/07/2009 03:39 PM 96613_50603

2. Article Number	COMPLETE THIS SECTION ON DELIVERY
7112 3456 5220 0000 7777	A. Signature X ☒ Agent ☐ Addressee
	B. Received by (Printed Name) · C. Date of Delivery 4/3/09
1. Article Addressed to:	D. Is delivery address different from item 1? ☐ Yes · If YES enter delivery address below: ☐ No
Michael Vasquez Blue Streak Auto Detailing 3675 E Post Road, Suite B Las Vegas, NV 89120	3. Service Type ☒ Certified
	4. Restricted Delivery? (Extra Fee) ☐ Yes

Coder: Company
Codes: Outgoing
File: 31-051357

Andrew v CSC
CF000047

CSC000047

Andrew v CSC
CF000048

CSC000048

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

CENTURY INSURANCE GROUP
CLAIMS DEPARTMENT
P O BOX 163340
COLUMBUS, OH 43216-334

04/07/2009 03:39 PM 95813_50603

Charles Holland

From:	Charles Holland
Sent:	Wednesday, April 08, 2009 9:24 AM
To:	'lpretner@yahoo.com'
Cc:	'Vincent_Johnson@progressive.com'
Subject:	01 061367, Blue Streak

Mr. Prether,

We have recently discussed your son Ryan, and the commercial policy on Blue Streak. I have advised you that we are conducting an investigation which should be through in about 30 days. Please send me a mailing address and I will copy you on any coverage letter we write.

Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016
(800) 840-0062
(602) 371-0113(fax)

Charles Holland

From: Amalia Shorkina [ashorkina@dynamicclaims.com]
Sent: Tuesday, March 31, 2009 3:13 PM
To: Charles Holland
Cc: Michael Chorak
Subject: Ackn.of claim # 01061367 on 3-31-09

Dear: Mr.Holland

Acknowledgement of Claim
Sent by e-mail

Your Claim No. : 01061367
Your insured : Blue Streak Auto Detailing LLC
Date of loss : 3/26/09
Claimant Name : Ryan Terry Preiner
DCS File No. : NV-30069-MC

This will acknowledge receipt of the above captioned assignment in our office. Mike Chorak will be handling this case.

Please refer to the above file number when corresponding with our office.
We thank you for this referral, and we look forward to working with you.

Sincerely,

Amalia Shorkina
Assistant Manager
Dynamic Claims Services, Inc.
2 Corporate Park, Ste.201
Irvine, CA 92606
Tel. 949-474-0040 ext.21
Fax; 949-474-0060

Charles Holland

From: Jim Karp
Sent: Tuesday, March 31, 2009 2:20 PM
To: Charles Holland
Subject: FW: ROR 61367

Importance: High

Charles - as we discussed, we will investigate this under ROR. I changed your letter accordingly. All you need to do to the letter is fill in the contact information for the I/A you assign, and then the letter is approved.

Please make sure that your I/a takes a very detailed statement from the insured as to the exact reason for his trip. Where was he going? Why? Did he have any other purpose in driving at the time of loss? Specifically, did the purpose of his trip in any way relate to the business operations of Blue Streak Auto Detailing?

Please have the I/a also obtain a copy of the title or registration of the vehicle Mr. Vasquez was driving.

Finally, please have he I/A determine what kind of business the named insured operates, i.e., a sole proprietorship, corporation, LLC, etc.

Let me know if you have any questions or want to discuss. Thanks.

Jim

From: Marjorie Kilwine
Sent: Monday, March 30, 2009 1:49 PM
To: Jim Karp
Cc: Charles Holland
Subject: RE: Disclaimer 61367

061367
Disclaimer-Owned Auto

Margie Kilwine
mkilwine@centurysurety.com
602-216-6597
800-840-0265

From: Charles Holland
Sent: Monday, March 30, 2009 12:23 PM
To: Claims Transcription
Subject: Disclaimer 61367

Enclosed is letter on subject, please indent coverage and proof. Then to Mr. Karp for approval.

<< File: 61367 (Disclaimer-Owned Auto) Blue Streak(30Mar09).doc >>

CSC000051

Andrew v CSC
CF000051

PL000370

PA 00849

Charles Holland

From: Lee Pretner [lpretner@yahoo.com]
Sent: Wednesday, April 08, 2009 10:04 AM
To: Charles Holland
Subject: Re: 01 061367, Blue Streak

660 Roddenberry ave
Las Vegas, NV 89123
Thank you,
Lee Pretner,GD

From: Charles Holland <CHolland@centurysurety.com>
To: lpretner@yahoo.com
Cc: vincent_johnson@progressive.com
Sent: Wednesday, April 8, 2009 9:24:22 AM
Subject: 01 061367, Blue Streak

Mr. Pretner,

We have recently discussed your son Ryan, and the commercial policy on Blue Streak. I have advised you that we are conducting an investigation which should be through in about 30 days. Please send me a mailing address and I will copy you on any coverage letter we write.

Charles O. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016
(800) 040-0062
(602) 371-0113(fax)

This email has been scanned by the MessageLabs Email Security System.

Charles Holland

From: Charles Holland
Sent: Wednesday, April 08, 2009 10:22 AM
To: 'Lee Pretner'
Cc: 'Michael Chorak'
Subject: RE: 01 061367, Blue Streak

Mr. Pretner,

In our conversation today, you mentioned that our insured had just left a car wash when this accident happened according to a friend of his. When I asked for the name, repeatedly, you wife came on the phone and said that you didn't know that, that you didn't know who said that, or if it was even said. As we are conducting an investigation into this accident we believe you need to be forthright with us concerning this alleged witness so we may conduct the most thorough investigation and arrive at the correct determination of coverage as a result of that investigation. I am asking Michael Chorak, the investigator we have hired to visit with both you and your wife, regarding this statement to make sure we are clear on your position and recording your statement.

Thank you for your time.

Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016
(800) 840-0062
(602) 371-0113(fax)

From: Lee Pretner [mailto:lpretner@yahoo.com]
Sent: Wednesday, April 08, 2009 10:04 AM
To: Charles Holland
Subject: Re: 01 061367, Blue Streak

660 Roddenberry ave
Las Vegas, NV 89123
Thank you,
Lee Pretner,GD

From: Charles Holland <CHolland@centurysurety.com>
To: lpretner@yahoo.com
Cc: vincent_johnson@progressive.com
Sent: Wednesday, April 8, 2009 9:24:22 AM
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Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016
(800) 840-0062
(602) 371-0113(fax)

Charles Holland

From: Vincent Johnson [Vincent_Johnson@Progressive.com]
Sent: Wednesday, April 08, 2009 1:30 PM
To: Charles Holland
Subject: Re: 01 061367, Blue Streak

Mr. Holland,

Thank you for the email. Please copy me when you reach a coverage decision.

Thank you,

All correspondence (including any e-mail) we receive from you may become part of your permanent claims file. If you request a reply to this e-mail, we may respond by e-mail or by phone.

Vincent Johnson
Claims Representative
5340 Kietzke Lane, Suite 103
Reno, Nevada
(775) 689-6609

"Charles Holland" <CHolland@century surety.com>
04/08/2009 09:24 AM

To <lpretner@yahoo.com>
cc <vincent_johnson@progressive.com>
Subject 01 061367, Blue Streak

Mr. Pretner,

We have recently discussed your son Ryan, and the commercial policy on Blue Streak. I have advised you that we are conducting an investigation which should be through in about 30 days. Please send me a mailing address and I will copy you on any coverage letter we write.

Charles C. Holland, Jr., CCE
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016
(800) 840-0062
(602) 371-0113(fax)

[attachment "C.htm" deleted by Vincent Johnson/D2/Progressive]

Andrew v CSC
CF000055

CSC000055

PL000374

PA 00853

This email has been scanned by the MessageLabs Email Security System.

Charles Holland

From: Michael Chorak [monsanto70@hotmail.com]
Sent: Wednesday, April 08, 2009 9:01 PM
To: Charles Holland
Subject: RE: 01 061367, Blue Streak

Charles,

We have been playing phone tag with the Insured in securing his statement. In fact he missed one of our appointments. We did some research; see attached, and learned that the Insured's LLC is currently in default. However he does have a business license with Clark County. We have not attempted to contact the claimants. Please advise what information you want us to secure from the claimants.

Michael Chorak
DYNAMIC CLAIMS SERVICES
Nevada Direct Dial: 702-759-5354
Arizona Direct Dial: 480-363-6178
Fax: 702-441-7175
Email: **mchorak@dynamicclaims.com**

From: Charles Holland [mailto:CHolland@centurysurety.com]
Sent: Tuesday, March 31, 2009 2:51 PM
To: mchorak@dynamicclaims.com
Subject: 01061367 ;

Drawer: CLM
FileNo: 01 061367

Mike,

Detailed statement of insured please cover the following, what is Blue Streak, a solo proprietorship, a corp, or what. Who is the business license made out to? Ask Mike Vasquez to detail his afternoon, when did he finish work, where did he go, did he see cyclist? Was it dark(I think it was)? On the errands or shopping, have him detail what he was doing, who he was shopping for, was there ANY business errand or shopping, don't ask him that but to conclude that part, "so this was all personal, no business?" might be a good question. Call if questions.

Charles C. Holland, Jr., CPC
(800) 840-0062

BLUE STREAK AUTO DETAILING LLC

Business Entity Information			
Status:	Default	File Date:	6/3/2008 7:12:50 AM
Type:	Domestic Limited-Liability Company	Corp Number:	E0368992008-2
Qualifying State:	NV	List of Officers Due:	7/31/2008
Managed By:	Managing Members	Expiration Date:	

Registered Agent Information			
Name:	UNITED STATES CORPORATION AGENTS, INC.	Address 1:	500 N RAINBOW BLVD STE300A
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89107
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information			
No Par Share Count:	0	Capital Amount:	$ 0
No stock records found for this company			

Officers	☐ Include Inactive Officers
No active officers found for this company	

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20080384742-78	# of Pages:	1
File Date:	06/03/2008	Effective Date:	
(No notes for this action)			

Andrew v CSC
CF000059

CSC000059

PL000378

PA 00857

3/31/2009 Business License Detail

Home | Forms | Database | Jurisdiction | Film | Search

Business License

Business License Detail Information

License Number:	2000388.100
Business:	Ultra Street Auto Detailing Suite #9 3675 E Post Rd Las Vegas, NV 89120
Business Telephone:	
License Category:	Auto Wash/Detailing
Status:	Closed
Date of Issuance:	05/01/2000
Out of Business Date:	
Business Owner(s)	
Vasquez, Andre M. Vasquez, Michael	

Return to Previous Page

Return to Business License Database Search Options

Return to Home

...clark.nv.us/.../BusinessLicenseDetails... 1/1

Andrew v CSC
CF000000

CSC000060

BLUE STREAK AUTO DETAILING LLC

Business Entity Information

Status:	Expired	File Date:	12/21/2007 2:27:15 PM
Type:	Reserved Name	Corp Number:	E0870402007-4
Qualifying State:		List of Officers Due:	
Managed By:		Expiration Date:	3/21/2008

Reservation Holder

Name:	MICHAEL VASQUEZ	Address 1:	7949 LA CIENEGA ST
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89123

Registered Agent Information

No Registered Agent associated with this company

Financial Information

No Par Share Count:	0	Capital Amount:	$0

No stock records found for this company

Officers ☐ Include Inactive Officers

No active officers found for this company

Actions\Amendments

Action Type:	Name Reservation		
Document Number:	20070862005-39	# of Pages:	1
File Date:	12/21/2007	Effective Date:	

(No notes for this action)

Charles Holland

From: Charles Holland

Sent: Thursday, April 09, 2009 7:20 AM

To: 'Michael Chorak'

Subject: RE: 01 061367, Blue Streak

Michael,

I believe I cc'd you on the emails to Pretzer. The main thing that concerns me is the statement by the father, that a friend of our insured said he had just left a car wash. Of course, he is in competition with a car wash, since most now also provide detailing, waxing, etc., but that is what the father said, like he was making a business call on the car wash. This has something to do with our insured's statement to be sure and cover a time period, i.e., when did he quit working that day, what did he do next and cover all time from the quit time, to the accident and subsequent. Mr. Pretzer's wife, or x-wife, mother of the clmt, said Mr. had a memory problem, he didn't even know where he heard that or if he heard that. Suggest That you get together with both of them and record the interview, so as to exhaust all leads in our investigation.

Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016
(800) 840-0082
(602) 371-0113(fax)

From: Michael Chorak [mailto:monsanto70@hotmail.com]
Sent: Wednesday, April 08, 2009 9:01 PM
To: Charles Holland
Subject: RE: 01 061367, Blue Streak

Charles,

We have been playing phone tag with the insured in securing his statement. In fact he missed one of our appointments. We did some research; see attached, and learned that the insured's LLC is currently in default. However he does have a business license with Clark County. We have not attempted to contact the claimants. Please advise what information you want us to secure from the claimants.

Michael Chorak
DYNAMIC CLAIMS SERVICES
Nevada Direct Dial: 702-759-6354
Arizona Direct Dial: 480-363-6178
Fax: 702-441-7175
Email: **mchorak@dynamicclaims.com**

From: Charles Holland [mailto:CHolland@centurysurety.com]
Sent: Tuesday, March 31, 2009 2:51 PM
To: mchorak@dynamicclaims.com

Subject: 01061367 ;

Drawer: CLM
FileNo: 01061367

Mike,

Detailed statement of insured please cover the following, what is Blue Streak, a sole proprietorship, a corp, or what. Who is the business license made out to? Ask Mike Vasquez to detail his afternoon, when did he finish work, where did he go, did he see cyclist? Was it dark(I think it was)? On the errands or shopping, have him detail what he was doing, who he was shopping for, was there ANY business errand or shopping, don't ask him that but to conclude that part, "so this was all personal, no business?" might be a good question. Call if questions.

Charles C. Holland, Jr., CIC
:(800) 840-0062

This email has been scanned by the MessageLabs Email Security System.

Charles Holland

From: Charles Holland
Sent: Monday, May 04, 2009 9:55 AM
To: 'Michael Charak'
Subject: RE: Century File: 01 061367; DCS File: NV-30939 - Blue Streak Auto Detailing -- Update

Mr. Pretner said that the insured was conducting business according to a friend of the insured, his maybe x-wife was on the phone at the time and said Mr. Pretner did not know that; that Mr. Pretner had a memory problem and did not know whether that was said or not, nor by who. I need a separate statement from each on the knowledge they have concerning our insured's doings and goings as a result of that phone statement. So these statements will rule out what was said on the phone, they will be negative statements that they have no information concerning our insured or what he was doing on the day of the accident.

Thanks

Charles

From: Michael Charak [mailto:mcharak@dynamicclaims.com]
Sent: Sunday, May 03, 2009 11:56 PM
To: Charles Holland
Subject: Century File: 01 061367; DCS File: NV-30939 - Blue Streak Auto Detailing - Update

Charles,

I have spoken with the insured and secured his statement. The insured admits to running personal errands when the accident occurred and it had nothing to do with Blue Streak Auto Detailing. After sometime I finally got a hold of the claimant's father, Lee Pretner, via email. I have yet been able to set up a time to secure a recorded statement. As I understand it Mr. Pretner is currently in Englewood, CO with his son (Ryan Pretner) at the Craig Hospital who is receiving specialized treatment. Ryan was in coma but came out of it about three weeks ago. I would like to clarify what information you would like to gather from the ds so that I cover all of the bases. I await your direction.

Thank you,

Michael Charak
DYNAMIC CLAIMS SERVICES
Nevada Direct Dial: 702-780-8354
Arizona Direct Dial: 480-393-8178
Fax: 702-441-7175
Email: mcharak@dynamicclaims.com

From: Michael Charak [mailto:[illegible]70@hotmail.com]
Sent: Wednesday, April 08, 2009 9:01 PM
To: Charles Holland
Subject: RE: 01 061367, Blue Streak

Charles,

We have been playing phone tag with the insured in securing his statement. In fact he missed one of our appointments. We did some research, see attached, and learned that the insured's LLC is currently in default

However he does have a business license with Clark County. We have not attempted to contact the claimants. Please advise what information you want us to secure from the claimants.

Michael Chorak
DYNAMIC CLAIMS SERVICES
Nevada Direct Dial: 702-769-5354
Arizona Direct Dial: 480-383-6178
Fax: 702-441-7175
Email: **mchorak@dynamicclaims.com**

From: Charles Holland [mailto:CHolland@centurysurety.com]
Sent: Tuesday, March 31, 2009 2:51 PM
To: mchorak@dynamicclaims.com
Subject: 01061367 ;

Drawer: CLM
FileNo: 01061367

Mike,

Detailed statement of insured please cover the following, what is Blue Streak, a sole proprietorship, a corp, or what. Who is the business license made out to? Ask Mike Vasquez to detail his afternoon, when did he finish work, where did he go, did he see cyclist? Was it dark(I think it was)? On the errands or shopping, have him detail what he was doing, who he was shopping for, was there ANY business errand or shopping, don't ask him that but to conclude that part, 'so this was all personal, no business?' might be a good question. Call if questions.

Charles C. Holland, Jr., CIC
(800) 840-0052

This email has been scanned by the MessageLabs Email Security System.

06/02/2009 11:26 AM 95818_01405

61367
ScanDoc
CCH

LAW OFFICE OF

SYLVIA L. ESPARZA

3340 E. PEPPER LANE, SUITE 105 • LAS VEGAS, NV 89120 • TEL (702) 853-0236 • FAX (702) 853-0236

May 26, 2009

Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016

Re: Your Insured:	Michael Vasquez/ Blue Streak Auto Detailing
My client:	Lee Pretner/Ryan T. Pretner
Date of Loss:	04/12/2009
Your Claim Number:	01 061367

Dear Mr. Holland,

This office represents Lee Pretner, Guardian for Ryan T. Pretner in regards to the above referenced accident. Our investigation indicates that this accident was caused by your insured's negligence.

Ryan T. Pretner has treated with the following providers:

University Medical Center
1800 W. Charleston Boulevard
Las Vegas, NV 89102

Kindred Hospital - Las Vegas at Desert Springs Hospital
2075 E. Flamingo Road, Fifth Floor
Las Vegas, NV 89119

Craig Hospital
3425 S. Clarkson Street
Englewood, Colorado 80113

RECEIVED
JUN 02 2009
SCANNING DEPT

At this time, we enclose a medical authorization and urge you to use the same in your investigation of this claim. Mr. Pretner is willing to enter into a settlement agreement containing a covenant not to execute in favor of your insured for the policy limits provided that you have the same to my office within two weeks together with proof that those are the only funds available to provide compensation to my client for this incident. Acceptance of this offer is contingent upon compliance with all terms of the offer. All terms of this offer are material. Should you need anything with regards to this claim, please do not hesitate to contact me so that we can accommodate you.

Sincerely,

Sylvia L. Esparza, Esq.
SLE
Encls.

Andrew v CSC
CHX0068

CSC000086

PL000385

08/02/2009 11:26 AM 85813_51405

Authorization for Use and Disclosure of Protected Health Information ("PHI Release")

PATIENT NAME AT TIME OF TREATMENT: Ryan T. Premer	BIRTH DATE: 08/22/1971	SOCIAL SECURITY NO: 530-88-5136
PATIENT ADDRESS: 660 Roddenberry Las Vegas, NV 89123	HOME TELEPHONE NO: (702) 683-2453	WORK TELEPHONE NO:

I HEREBY AUTHORIZE (Medical Provider or Facility):

To disclose medical record information and/or protected health information of the patient identified above to:

Obtain health insurance benefits, for the purpose of personal injury claim and/or litigation, etc.

Type of Access Requested:	SELECTED PORTIONS OF PHI:	
____ copies of record(s)	___ Abstract/Pertinent	___ Cardiac Studies
____ Inspections of the record(s)	___ Emergency Room	___ Face Sheet
	___ H & P	___ Nursing Notes
	___ Consult Report	___ Medication Record(s)
	___ Operative Report	___ Itemized Billing
	___ Rehab Services	___ Progress Notes
	___ Discharge Summary	___ Physician Orders
	___ Lab	___ Entire Record
	___ Imaging/Radiology	___ Other:

____ I acknowledge, and hereby consent to such, that the released information may contain alcohol, drug abuse, psychiatric/mental health, HIV testing, HIV results, AIDS information, SARS testing, SARS results and SARS information.

EXPIRATION: This Authorization shall expire one (1) year from the date that this Authorization is signed, or at the end of the litigation, whichever is last to occur.

Patient hereby acknowledges: (1) that he/she has the right to revoke this Authorization at any time, and (2) that Patient understands that once information is disclosed hereunder the privacies and protections offered pursuant to Federal Law (H.I.P.A.A.) may no longer apply. Patient understands that he/she may revoke this Authorization only in a writing sent by certified mail to the Provider at the address above. The revocation will be effective only upon receipt, except: (1) to the extent the Provider has acted in reliance on the Authorization, or (2) the Authorization was obtained as a condition of obtaining insurance coverage and the insurer wishes to use the protected health information to lawfully contest a claim. Further information on the right to revoke may be provided from time to time in the Provider's Notice of Privacy Practices.

I have read the above and authorize the disclosure of the protected health information as stated.

If person signing is other than Patient, state authority under which signature is made:

2-12-09 — Date

[signature] — Signature

FATHER / Legal Guardian — Relationship to Patient

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 12 day of February, 2009, before me, a Notary Public, in and for the above named county and state, appeared Lee Premer, who acknowledged to me that she executed the above Authorization for the uses and purposes therein stated.

NOTARY PUBLIC in and for said County and State

WHITNEY L WOOTZ
NOTARY PUBLIC
STATE OF NEVADA
MY COMMISSION EXPIRES: 12-3-2012
CERTIFICATE NO: 08-9018-1

Andrew V CSC
CF000007

CSC000007

OAG
SYLVIA L. ESPARZA, ESQ.
Nevada Bar #8444
3340 East Pepper Lane, Suite 105
Las Vegas, Nevada 89120
(702) 853-0233
Attorney for Petitioner,
LEE R. PRETNER

FILED
FEB 4 4 57 PM '09
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of

RYAN T. PRETNER
An Adult.

CASE NO. G-09-032961-A
DEPT. NO. B

ORDER APPOINTING GUARDIAN

UPON REVIEW of the verified Petition for Appointment of Guardian submitted by the Petitioner, the same having come before the above-entitled Court, and it appearing to the satisfaction of the Court that proper Notice of hearing of this matter has been duly given in the manner required by law; that all allegations contained in the verified petition are true and correct, and that the Ward is a resident of the State of Nevada, and good cause appearing therefore;

NOW THEREFORE, IT IS HEREBY ORDERED that the Petitioner, LEE R. PRETNER is appointed as Guardian of the Ward RYAN T. PRETNER'S person and estate.

IT IS FURTHER ORDERED that Letters of Guardianship shall issue to Guardian upon the taking the oath of office as required by law.

IT IS FURTHER ORDERED that no bond or blocked account will be required;

IT IS FURTHER ORDERED that annual accounting is required pursuant to statute beginning one year from the date that this order is signed.

06/02/2009 11:26 AM 95013_51405

IT IS FURTHER ORDERED that the Guardian shall enjoy all normal powers conferred by the Nevada Revised Statutes pursuant to NRS 159.083, and any additional actions found in NRS 159.113 without petitioning the court for an additional hearing and a separate court order, to take those steps necessary to preserve the real and/or personal property of the Ward of this Court as indicated in the petition;

IT IS FURTHER ORDERED that the Guardian mail a copy of this Order and the Notice of Entry of Order to the Ward and to those persons and care providers entitled to notice under Chapter 159 of the Nevada Revised Statutes.

DATED this ____ day of FEB 0 4 2009, 2009.

GLORIA S. SANCHEZ

DISTRICT COURT JUDGE

Submitted by:

SYLVIA L. ESPARZA, ESQ.
Nevada Bar #8444
3340 East Pepper Lane, Suite 105
Las Vegas, Nevada 89120
(702) 853-0233
Attorney for Petitioner
LEE R. PRETNER

CLERK OF THE COURT

FEB 10 10 25 AM '09

CERTIFIED ... DOCUMENT ... IS A TRUE AND ... COPY OF THE ... ON FILE

Charles Holland

From: Michael Chorak [mchorak@dynamicclaims.com]

Sent: Friday, June 05, 2009 9:16 AM

To: Charles Holland

Subject: Century File: 01061367; DCS File: NV-30969 - Blue Streak Auto Detailing - Ryan Pretner - Preliminary Report 06-04-09

Charles,

RE: **Pedestrian hit by Vehicle**
Claim No: 01061367
Insured: Blue Streak Auto Detailing LLC
DOL: 01/12/09
Claimant: Ryan Terry Pretner
DCS File No: NV-30969

Please see the attached report and enclosures. Sorry for the delay as I mistakenly thought I had already sent out a report on this.

Michael Chorak
DYNAMIC CLAIMS SERVICES
Nevada Direct Dial: 702-759-5364
Arizona Direct Dial: 480-363-6178
Fax: 702-441-7175
Email: mchorak@dynamicclaims.com

June 4, 2009

Century Insurance Group
Western Claims Office
P.O. 163340
Columbus, OH 43216-3340

Attention: Mr. Charles Holland **Email: cholland@centurysurety.com**

RE: **Pedestrian hit by Vehicle**

Claim No:	01061367
Insured:	Blue Streak Auto Detailing LLC
DOL:	01/12/09
Claimant:	Ryan Terry Pretner
DCS File No:	NV-30969

PRELIMINARY REPORT

Dear Mr. Holland:

This will serve to acknowledge receipt of the above-captioned assignment referred to our office, for which we express our sincere appreciation. Our preliminary report is as follows:

SCOPE OF ASSIGNMENT:

This is a limited task assignment and the following was completed:

1. Secured insured r/s
2. Attempt to secured claimant r/s

FACTS IN BRIEF:

As you are aware, this is a general liability claim where the claimant, Ryan Pretner, was riding his bike along St. Rose Parkway in Henderson, Nevada when he was hit in the

June 4, 2009
Claim No.: 01061367
DCS File No.: NV-30969
Page 2 of 4

head by the Insured's Ford F-150 side view mirror. The resulting impact caused serve head injuries to Mr. Pretner who has been hospitalized for several months.

LOSS LOCATION:

This loss took place on St. Rose Parkway in Henderson, Nevada. St. Rose Parkway is a 6 lane divided highway with a posted speed limit of 55 mph.

POLICY LIMITS:

Policy Number:	CCP502899
Effective Dates:	Not provided
General Aggregate:	Not provided
Each Occurrence:	Not provided
Fire Damage:	Not provided
Medical Expense:	Not provided
Deductible:	Not provided

SUMMARY OF INVESTIGATION:

It should be noted that the loss accord's date of loss is incorrect and should reflect the proper date of 01/12/09 and not 03/26/2009.

After sometime and a missed meeting by the insured we were able to finally secure the insured's recorded statement (*see attached*). Mr. Michael Vasquez (insured) stated that he left is home around 5:30 pm (dark) to do a personal errand, picking up mail at his uncles house. The insured stated that the errand was not related to Blue Streak Auto Detailing. While merging onto St. Rose Parkway in Henderson (traveling around 45 mph) the insured stated that he did not see a bike rider, Mr. Ryan Pretner, riding on the side of the road until the last minute when the insured attempted to swerve. As Mr. Insured went by Mr. Pretner the insured's side view mirror hit Mr. Pretner in the head causing injury. Mr. Insured immediately pulled over and called 911. Mr. Insured stated that there is a bike lane along the road which Mr. Pretner was not using at the time of the loss. Mr. Insured stated that Mr. Pretner's bike had not lights or reflectors.

The Henderson police and fire departments responded to the call and transported Mr. Pretner to the hospital. At the time of the incident Mr. Insured was not ticketed. However several weeks later Mr. Insured received a ticket in the mail for unlawful passing of a cyclist. Mr. Insured also stated that the police were planning to give Mr. Pretner a ticket as well. Mr. Insured has reported the accident to his personal auto carrier, Progressive Insurance Company.

Due to the economy the insured stated that he was not going to continue his auto detailing business.

CLAIMANT:

We have attempted to contact the Mr. Pretner's father to discuss the loss further. However we have been unsuccessful to date. We learned that Mr. Pretner is being treated out of state at the Craig Hospital located in the Denver, Colorado area. The Craig Hospital specializes in spinal cord and brain injury recoveries http://www.craighospital.org/.

LIABILITY:

There appears to be no liability for Blue Streak Auto Detailing as the insured was conducting personal business when the incident occurred. At the time of the loss (dark) the claimant was not traveling in a designated bike lane and had no lights or reflectors on the bicycle.

COVERAGE:

To be determined by examiner.

FURTHER HANDLING RECOMMENDATIONS:

We will follow continue to follow up with Mr. Pretner's father to secure his recorded statement. Our next report will have the following:

- Secure statement from claimant's father
- Wait further file handling instructions

COMMENTS:

Please note that nothing in this report is meant to infer a coverage evaluation on our part. We defer all coverage decisions to you. We simply mean to report the facts upon which you may or may not want to rely to make your coverage determination. We appreciate the referral of this assignment to our office. Please contact the undersigned with any questions, comment or other issues of concern.

Very truly yours,
DYNAMIC CLAIMS SERVICES, INC.

Michael Chorak
Adjuster

mchorak@dynamicclaims.com
(702) 759-5354 direct dial – Nevada
(480) 363-6178 direct dial - Arizona

Enclosures:

- R/S Summary

RECORD STATEMENT SUMMARY

CLAIM NO.:	01061367
DGS FILE NO.:	NV-30969
INSURED:	Blue Streak Auto Detailing, LLC
CLAIMANT:	Ryan Pretner
RELATIONSHIP TO INSURED:	None
DATE OF LOSS:	01/12/2009
RECORDED STATEMENT DATE:	04/28/2009
RECORDED STATEMENT LOCTION:	Via telephone

NAME AND ID:	Michael Vasquez Nevada ID# not provided
DATE OF BIRTH:	10-02-1986
SOCIAL SECURITY NO.:	Not provided
MARITAL STATUS:	Single
HOME ADDRESS:	1880 Via Ferenz Henderson, NV 89044
HOME PHONE NO.:	702-755-2106
EMPLOYER:	Blue Streak Auto Detailing and Hard Rock Hotel/Casino
WORK ADDRESS:	3675 E. Post Road, Suite B Las Vegas, NV 89120
WORK PHONE:	702/7552106

DESCRIPTION OF INERVIEWEE: Mr. Vasquez was friendly, cooperative & answered all of the questions in a straightforward manner.

FACTS:

Mr. Vasquez is the sole owner of Blue Streak Auto Detailing, LLC. To supplement his income he also works valet at the Hard Rock Hotel & Casino. Mr. Insured stated that he left is home around 5:30 pm which was dark at that time of the year (early January) to do a personal errand, picking up mail at his uncles house. The errand was not related Blue Streak Auto Detailing. While merging onto St. Rose Parkway in Henderson (travelling around 45 mph) the insured stated that he did not see a bike rider, Mr. Ryan Prether, riding on the side of the road until the last minute when attempted to swerve. As Mr. Insured went by Mr. Prether the insured's side view mirror hit Mr. Prether in the head causing injury. Mr. Insured stated that he was travelling around 40 to 45 mph when the impact occurred. The speed limit for St. Rose Parkway is 55 mph. Mr. Insured immediately pulled over and called 911. Mr. Insured stated that there is a bike lane along the road which Mr. Prether was not using at the time of the loss. Mr. Insured stated that Mr. Prether's bike had not lights or reflectors. Mr. Insured was sited b the Henderson police department several weeks later for unlawful passing of a cyclist. Mr. Insured has reported the loss to personal auto carrier Progressive.

At the time of the loss Mr. Insured's head lights were on. The insured doesn't need eye glass to drive. The insured has no physical impairments. Mr. Insured has never had an auto accident prior to the current loss.

CENTURY INSURANCE
A SUBSIDIARY OF MEADOWBROOK INSURANCE GROUP

June 5, 2009

VIA CERTIFIED and REGULAR MAIL
7171 1234 5660 2001 8063

Michael Vasquez
Blue Streak Auto Detailing
3675 E Post Road, Suite B
Las Vegas, NV 89120

Re:	Insured:	Blue Streak Auto Detailing
	Claimant:	Ryan Terry Premier
	Policy No.:	CCP502889
	Date of Loss:	March 26, 2009
	Claim No.:	01-081367

Dear Mr. Vasquez:

I write on behalf of Century Surety Company ("Century") regarding the above-referenced claim filed through your agent, The Harris Agency. We have concluded our investigation.

The facts, as we understand them from your report and the attachments you supplied, and local investigation, are that you were running personal errands and shopping in your personal pickup, a 2007 Ford F150, on St. Rose Blvd., when the mirror on your pickup collided with the claimant's helmet. The claimant was riding his bicycle at about 5:22PM on the above-referenced date. Sunset is listed as 4:47PM. This incident occurred in Henderson, Nevada, the city in which you live. We understand your vehicle is covered for liability by Progressive Insurance.

For the reasons detailed below, we are disclaiming coverage as the vehicle involved was not being used in your business, you were not doing "Auto Detailing and Washing" when the accident occurred, and the vehicle is not a covered "auto" under the policy.

Your Garage Insurance policy is provided by Century under policy number CCP502889, effective June 27, 2008 to June 27, 2009. Your liability limits for "bodily injury" and "property damage" are $1,000,000 for each accident. You have a liability deductible of $1,000 for each claim.

Please review Garage Coverage Form, CA 0005 (10/01), where you will note the following policy language:

> **SECTION I – COVERED AUTOS**
> Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

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Senior Claims Examiner
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