

IN THE SUPREME COURT OF THE STATE OF NEVADA

CENTURY SURETY COMPANY,

Appellant,

vs.

DANA ANDREW, AS LEGAL
GUARDIAN OF RYAN T. PRETNER;
AND RYAN T. PRETNER,

Respondents.

Case No. 73756

Electronically Filed
Jan 08 2018 09:31 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPENDIX TO RESPONDENT'S ANSWERING BRIEF

VOL. 5 OF 11

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Nevada Bar No. 5092

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CHRONOLOGICAL INDEX TO RESPONDENT’S APPENDIX

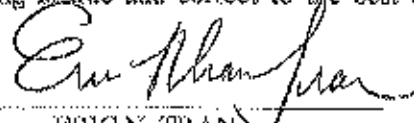
<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
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Affiant, ERIC N. TRAN, being first duly sworn, deposes and states as follows:

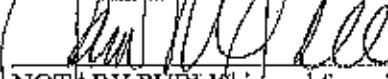
- R.App. 000532

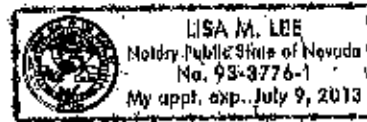
- Exhibit 16: Notice to Set Aside Default as to Defendant Michael Vasquez Only.
- Exhibit 17: August 1, 2011 Correspondence from Clerk of the Court Rejecting Notice to Set Aside Default as to Defendant Michael Vasquez.
- Exhibit 18: Notice of Entry of Default as to Vasquez and Blue Streak.
- Exhibit 19: Plaintiffs' Application for Entry of Default Judgment.
- Exhibit 20: Default Judgment.
- Exhibit 21: Notice of Entry of Default.
- Exhibit 22: Civil Order to Statistically Close Case
- Exhibit 23: Settlement Agreement and Covenant Not to Execute

I declare under penalty of perjury foregoing is true and correct to the best of my knowledge.


ERIC N. TRAN

SUBSCRIBED and SWORN to before
me this 9th day of November, 2012.


NOTARY PUBLIC in and for said County
And State



CERTIFICATE OF MAILING

I hereby certify that on the 19 day of November, 2012, I caused service of the foregoing
PLAINTIFFS' OPPOSITION TO CENTURY SURETY COMPANY'S MOTION FOR
LEAVE TO INTERVENE TO REQUEST THE COURT SET ASIDE VOID 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:

Alan J. Lefebvre, Esq.
William D. Schuller, Esq.
Kolasar & Leatham
400 South Rampart Boulevard, Suite 400
Las Vegas, NV 89145

Maria Louise Cousineau, Esq.
Sedgwick, LLP
801 South Figueroa Street, 19th Floor
Los Angeles, CA 90017

Attorneys for Proposed Intervenor
Century Surety Company

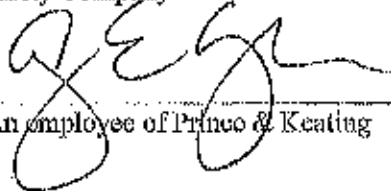

An employee of Prince & Keating

EXHIBIT "1"

EXHIBIT "1"

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R.App. 000536

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R.App. 000537

R.App. 000538

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PAGE: 15/24

State of Nevada TRAFFIC ACCIDENT REPORT NON-ACCIDENT INFORMATION SHEET <small>(Information)</small>		Report Number HOVERSON POLICE DEPARTMENT	
Date and Location of Accident 08-10-82		Time of Accident 01:00 PM	
Name of Driver [Blank]		License Number [Blank]	
Make [Blank]		Model [Blank]	
Color [Blank]		Year [Blank]	
VIN [Blank]		Title [Blank]	
Insurance Company [Blank]		Policy Number [Blank]	
Name of Driver [Blank]		License Number [Blank]	
Make [Blank]		Model [Blank]	
Color [Blank]		Year [Blank]	
VIN [Blank]		Title [Blank]	
Insurance Company [Blank]		Policy Number [Blank]	
Name of Driver [Blank]		License Number [Blank]	
Make [Blank]		Model [Blank]	
Color [Blank]		Year [Blank]	
VIN [Blank]		Title [Blank]	
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Insurance Company [Blank]		Policy Number [Blank]	
Name of Driver [Blank]		License Number [Blank]	
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Color [Blank]		Year	

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Andrew y CSC
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R.App. 000539

03/03/2011 13:54 7022200443

PRINCE KATING LLP

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Report Number 08-00812	STATE OF NEVADA TRAFFIC ACCIDENT REPORT	Accident Number Agency Number HENDERSON POLICE DEPARTMENT
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Description of Accident (Narrative)Payment Markings and TypeREFERENCE

This is a preliminary report and is subject to change as more information is received from the initial report.

At 11:00 PM on 03/03/2011, a 1998 Ford Taurus, driven by [redacted] was traveling eastbound on St. Rose Parkway in Las Vegas, Nevada.

At 11:00 PM on 03/03/2011, a 1998 Ford Taurus, driven by [redacted] was traveling eastbound on St. Rose Parkway in Las Vegas, Nevada.

At 11:00 PM on 03/03/2011, a 1998 Ford Taurus, driven by [redacted] was traveling eastbound on St. Rose Parkway in Las Vegas, Nevada.

The driver of V2 was later identified as [redacted] of Las Vegas, NV.

[redacted]

On 03/03/2011, the driver of V2 was [redacted] and [redacted] was [redacted].

At 11:00 PM on 03/03/2011, a 1998 Ford Taurus, driven by [redacted] was traveling eastbound on St. Rose Parkway in Las Vegas, Nevada.

The driver of V2 was later identified as [redacted] of Las Vegas, NV.

At 11:00 PM on 03/03/2011, a 1998 Ford Taurus, driven by [redacted] was traveling eastbound on St. Rose Parkway in Las Vegas, Nevada.

Andrew GSC
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R.App. 000540

09/03/2011 13:54 762280463

PRIMEAC KENTING LLP

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Printed by: admin12
 Printed at: 09/03/2011 13:54

Incident Report

Page 1 of 4

HENDERSON POLICE
 223 VINE ST,
 HENDERSON, NEVADA 89010

Incident Number: 00-40842-001

Incident Summary

Incident Type: ASSAULT WITH A WEAPON	Report Type: SUPPLEMENTAL REPORT
Incident Address: ST ROSE PARK, HENDERSON, NEVADA 89010	Incident Date: 09/03/2011
Incident Date: 09/03/2011 17:22	Report Date: 09/03/2011 17:22
Incident Time: 17:22	Report Time: 17:22
Incident Location: HENDERSON	Report Location: HENDERSON
Incident Officer: JAMES A. ROSS	Report Officer: JAMES A. ROSS
Incident Status: ACTIVE	Report Status: ACTIVE

Property Involved

Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00

Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Type: EVIDENCE	Property Status: In Storage	Original Value: \$0.00
Property Description: EVIDENCE	Property Status: In Storage	Original Value: \$0.00

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Andrew v CSC
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R.App. 000542

03/03/2011 13:54 7622269448

PRINCE KEATING LLP

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Incident Report

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Printed by: 00124702
Printed date/time: 3/2/2011 12:30
HENDERSON POLICE
225 LEAD-07
HENDERSON, NEVADA 89011

Incident Number 08-00012-001

2000 was 1647 hours.

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

Attachments: 1

CC: Officer Michael P. 1704

CSC000117

Andrew v CSC
CSC00117

PL000156

R.App. 000545

03/03/2011 13:54 7022280463

FRANCE VOTING LLP

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Printed By: 6740112
 Printed Date/Time: 03/03/2011

Incident Report

Page 1 of 2

HENDERSON POLICE
 828 LEAD ST
 HENDERSON, NEVADA 89015

Incident Number: 09-00012-002

Incident Summary

Incident Type:	ACCIDENT WITH INJURY	Report Type:	SUPPLEMENTAL INCIDENT
Inc Occurred Address:	87 ROBEY PARK, HENDERSON, NEVADA	Occurrence:	WUSTAN?
Inc Occurred Date:	03/03/2011 17:20	Inc Occurred Time:	03/03/2011 17:20
Complaint:	See Incident	Being Solved:	U
Contact Name:	DISPATCHED	Reported Date/Time:	03/03/2011 17:20
Reporting Officer:	DEBAR, JAMES	Priority Assigned:	DISPATCH
Case Status:	ACTIVE	Disposition Date:	03/03/2011 09:00
Supplemental OPEN CASE			

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R.App. 000546

03/03/2011 13:54 7072200440

PRINCE KATHEN LLP

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Printed by: admin12
Printed date/time: 3/24/08 12:08

Incident Report

Page 2 of 2

HERNDON POLICE
220 LEAD ST.
HERNDON, VIRGINIA 20185

Incident Number 08-00112-002

Narratives

ENTERED DATE/TIME: 1/12/2008 20:45:00

NARRATIVE TYPE: INCIDENT

SUBJECT: FBIR NARRATIVE

AUTHOR: CLEAR, JAMES

On 01/12/08 at approximately 1780 hours I, Officer J. Clear #1207 arrived in the area of St. Rose Parkway, west of Executive Airport, reference an injury accident.

When I arrived there was a male subject laying on the pavement in his lanes, partially in the #3 lane and partially on the shoulder. Herndon 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

attch: 0

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உள்ளுயிர்-உயிர்

Country: State: Zip:

ငွေရက်ကြိုပုံစံအသုံးပြုခြင်း

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சென்னை, 19.05.2019

R.App. 000548

03/07/2013 13:54 7022290443

FRONZ KLATNIK LLP

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Incident Report

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File No: 00178812
 Printed On: 03/07/2013 12:00

HENDERSON POLICE
 520 LEAD ST.
 HENDERSON, NEVADA 89016

Incident Number: 12-01812-103

Narrative

ENTERED DATE/TIME: 02/20/13 10:29:00

NARRATIVE TYPE: INCIDENT

SUBJECT: FBR NARRATIVE

AUTHOR: MATUSZAK, JR., ROGER

FACTS:

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

READING AT: 1740 HRS

TEMPERATURE: 81 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 in the westbound 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 appollo distances 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 graded hard packed sand and gravel.

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. ID

Andrew v CSC
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R.App. 000549

03/03/2011 13:54 7822280413

FINNICE KEATING LLP

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Printed by: csh/mw
 Printed date/time: 3/26/13 12:00
 HENDERSON POLICE
 239 LEAD ST,
 HENDERSON, NEVADA 89014

Incident Report

Incident Number: DE-00612-003

PHYSICAL EVIDENCE:

The scene of the accident was diagrammed using a Lelco GPS Smart Rover data collector. The information from the device was downloaded into Onix Zone 0.5, a CAD program used to compile 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 USSS (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 keys 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-450 Crew Cab Pickup truck bearing NV license plate JBTP1LD, VIN 1FTFW14627KD22299.

Vehicle 2, hereafter referred to as V2, is a black Orion Ora playda with a serial number of 8NNA1B0000666.

OCCUPANTS:

V1 was solely occupied by the driver Michael Anthony Vasquez (10-28-1966) of 1888 Via Firenze Drive Henderson, NV 89044. Michael Vasquez has a valid class C NV driver license # 1T21672003.

V2 was being operated by Ryan Tenny Pinner (08-22-1971) of 830 Roddenberry Las Vegas NV 89123.

THE 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 the subject.

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 taillights 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.

Andrew y CSC
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R.App. 000550

03/03/2011 13:54 7622200443

JENNICE KEATING LLP

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Printed by: kshenah12
Printed on: 03/03/2011 13:54

Incident Report

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HEAVENBORN POLICE
Sgt. LEAD BY
HENDERSON, KEVANA 000140

Incident Number: 03-00612-003

III. NARRATIVE

On 01-12-2000, at approximately 1845 hours, I, Officer R. Matusek #764, 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 200' 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. Ryuswyk and Officer J. Olmer 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 270' 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 exterior 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 shatter parts of the mirror into the glass as well.

I observed minor scuffs in 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 Yaquez, 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.

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Unclassified//For Official Use: 07-00042-0003

the prior evening and gotten a full night sleep. I inquired as to whether Michael required any active help in either reading or driving and he stated that he did not.

R.App. 000552

03/03/2011 13:54

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PRINCE GEORGE'S COUNTY, MD.

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Incident Report

Հիմնական տվյալներ: Բնակավայրի անունը
Բնակավայրի անունը և համայնքի անունը

HEXUSOCCOMPAH
222 LEATH BLDG
HEIDELBERG, PENNSA 19135

ကန့်သတ်ချက်: ၀၉-၀၃၆၁-၀၀၃

in speaking to Westcott, 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 manner was calm and dignified. His speech was that of a concerned individual and he repeatedly asked the condition of his 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.

[illegible]

Wargules said that he contacted newswriting editor(s) in the night mail, late night, his usual time, on the roadway where he had been working his headlight were put and they were set in furniture which was interpreted as also being in the same manner. He stated that it was not clear if the headlight was in the same place or not. Wargules said that he did not know what happened to the headlight. He stated that he did not know what happened to the headlight. He stated that he did not know what happened to the headlight.

Handwritten text at the bottom of the page, likely a signature or date, is mostly illegible due to blurring. It appears to contain the words "Handwritten" and "1955".

[illegible][illegible][illegible]

1. After receiving a phone call from Clinton, Gandy was advised that he had been contacted by a man who was claiming to be a member of the Black Panther Party. Gandy said that this man was not a member of the Black Panther Party and that he was not a member of the Black Panther Party. Gandy was able to provide all the information requested by the man.

Officer AWA/Smith and one of the New Jersey State Department West Suburban branch was also in attendance. The officers were present at the scene of the shooting and the photograph which was taken at the hospital with

[illegible]

Andrew Y QSO
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PL000164

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09/03/2011 13:54 Y022200443

PRINCE KEATING LLP

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Incident Report

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Printed by: admin@hcs
 Printed date/time: 9/3/11 12:54

HEBERDON POLICE
 224 LEAS ST,
 HEBERDON, BRITAINIA 20015

Incident Number 00-00012-003

The clothing worn by the victim was a multi-colored bicycling jersey and garment combining both shorts and a long leg 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 Rescuer. The clothing consisted of a white background with bright 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 attached to the bicycle. The shoes had two small reflective squares on the heel portion of the shoe and were each approximately 3 1/2" square. The squares were placed vertically on the heel of each shoe. There was also a blueberry phone and a silver metal ring. All these items were impounded for evidentiary and safetykeeping purposes.

As of the time of this report, Prentner is still listed in critical condition in the Trauma ICU at UMMC. 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-108780-A.

Via 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.

Via VEHICLE DISPOSITION:

V1 was released to Michael Vasquez at the scene.
 V2 is currently impounded in the HFD Evidence Vault for safekeeping.

Via CONCLUSION:

V2 was traveling eastbound on St. Rose Parkway on or near the white fog line on the south side of the roadway. Per NRS 404.508 V2 was operating his bicycle in a manner consistent to that described in the NRS specifically NRS 484.508-1.

V1 was traveling eastbound on St. Rose Parkway in the number 5 travel lane. At a point approximately 10-15' east of Executive Airport Drive, the driver of V1 struck the rider of V2 with the outside right mirror of V1 causing

Andrew VOSO
 CF000120

CS0000120

PL000165

R.App. 000554

Incident Number: 09-00817-043

R.App. 000555

03/03/2013 12:54 7022200443

FRANCIS HEATLINE LLP

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Printed by: admin@ms
 Printed date/time: 3/3/2013 12:54

Incident Report

MEMORANDUM FOR: [redacted]
 SUBJECT: [redacted]
 RE: [redacted]

Incident Number: 03-00978-2-003

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 entering or exiting a disabled vehicle;
- (c) In an emergency with other vehicles;
- (d) In the presence of official direction;
- (e) In compliance with the direction 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 where a bicycle is in 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) Yield to a bicycle traveling within the right of way of the vehicle. It is necessary to avoid a collision.

5. The driver of a motor vehicle shall not:

- (a) Operate a motor vehicle while intoxicated or under the influence of any drug or substance;
- (b) Operate a motor vehicle while using a handheld mobile telephone while driving;
- (c) Operate a motor vehicle while using a handheld mobile telephone while driving;
- (d) Operate a motor vehicle while using a handheld mobile telephone while driving;

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

6. A person riding a bicycle shall not operate a motor vehicle while intoxicated or under the influence of any drug or substance. It is necessary to avoid a collision.

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

7. A person riding a bicycle shall not operate a motor vehicle while intoxicated or under the influence of any drug or substance. It is necessary to avoid a collision.

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

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Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

Added by 1003, 5/20/11, 7:04:13 PM, 1003, 10/1/11

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Andrew v CSO
 CF000128

PL000167

R.App. 000556

03/03/2011 13:54

7022280443

FRINCE HEATING LLP

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Printed by: 009000129
 Print Date: 2/26/08 12:00

Incident Report

Page 13 of 10

HEBERSON POLICE
 225 LEAD ST.
 HENDERSON, NEVADA 89015

Incident Number: 09-00912-003

- (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 500 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 vehicle stop on dry, level, clean pavement.
- (Added to NRS by 1957, 506; A 1981, 438; 1975, 80; 1985, 1464, 1982; 1984, 2229)

NRS 484.646 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 condition, 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.
- (Revised 1981; 1982; A 1988, 510; 1946, 200; 1985, 40); (NRS A 1988, 1211; 2001, 1507)

CASE DISPOSITION:

This case is closed by court citation # 09-100730-A.

CC: DCA

Attachments: Scene Diagram

□

CSC0000129

Andrew v CSC
 CFOX0120

PL000168

R.App. 000557

EXHIBIT "2"

EXHIBIT "2"

PL000169

R.App. 000558



Century Surety Company

466 Cleveland Avenue
Westerville, Ohio 43082
614-898-2000

www.centurysurety.com
COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS

POLICY NO.: COPS02869
NAMED INSURED AND ADDRESS:
6203 STEAK AUTO DETAILING

3673 N FORST RD
SUITE B
LAS VEGAS

NV 89120

NEW
CODE NO.: 5716A
INSURERS AGENCY
THE HARRIS AGENCY

8166 N DRYANCO 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) ☒ 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
GRASS COVERAGE FORM	\$ 1,500.00

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 \$ 1,500.00

Service of Suit (if form CDP 20 (D) is attached) may be made upon:

HARRIS GENERAL AGENCY INSURANCE SERVICES

7055 E. YOUNG BLVD, 725 S FERGUSON ST, 19TH FLOOR, LOS ANGELES, CA 90017

Form(s) and Endorsement(s) made a part of this policy at time of issue:

SEE ATTACHED SCHEDULE OF FORMS: CHL 15 000 02 02

*On the applicable Form(s) and Endorsement(s) (if shown) 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:

BENJAMIN GENERAL AGENCY INSURANCE SVCS
THE ERNST & YOUNG BROS
725 S FERGUSON ST, 19TH FLOOR
LOS ANGELES CA 90017

Countersigned By

Authorized Representative

07/24/2008 TSH

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

[Signature] *[Signature]*

Secretary

President

CSCP 10 01 03 05

COMPANY

Andrew v CSD
POL000001

CB0000228

PL000170

R.App. 000559

Century Surety Company

Garage Coverage Form Declarations

ITEM ONE

POLICY NO.: 607502863

EFFECTIVE DATE: 06/21/2009

12:01A.M. Standard Time

NAMED INSURED: BLUE STARR 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
LIABILITY	29	Each "Accident" "Garage Operations"		Aggregate - "Garage Operations"	\$ 1,000
		"Auto" Only	Other Than "Auto" Only	Other Than "Auto" Only	
		\$ 1,000,000	\$ 1,000,000	\$ 2,000,000	
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 MICHIEF 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.			\$

GAG 1900 1200

Page 1 of 2

GSC000230

Andrew C80
POL000002

PL000171

R.App. 000560

POLICY NUMBER: 002502162

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 Damage Coverage Form where which autos are covered autos.)	LIMIT	PREMIUM
DAMAGEKEEPERS 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 THEFT 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 Displacement 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.

CAG 1030 1202

Page 2 of 3

03C000231

Andrew V CAC
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PL000172

R.App. 000561

POLICY NUMBER: 00P502860

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: JUNE STEAK AUTO DETAILING
Endorsement Effective Date: 06/27/2000
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.

CA 03 01 03 06

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Page 1 of 2 ☐Andrew v CBO
POL000004

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R.App. 000562

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 1919 0807

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Andrew v CBC
POL000005

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R.App. 000564

CAG 1951 1203

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

POLICY NUMBER: COP602069

ITEM THREE

LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

LOCATION NO.	ADDRESS State Your Main Business Location As Location No. 1.
1	357B E POST RD, STE B, LEE TOWNSHIP, NY 11920
2	
3	

ITEM FOUR

LIABILITY COVERAGE - PAYROLL RATING BASIS FOR YOUR PREMISES AND OPERATIONS AND
 KNOWLEDGED 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	\$ 10,303	\$ 14.499	\$ 1,500
2	\$	\$	\$
3	\$	\$	\$
TOTAL PREMIUM			\$ 1,500

ITEM FIVE

GARAGEKEEPER'S 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 1951 1203

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Andrew v CAG
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PL000176

R.App. 000565

CAG 1851 1203

POLICY NUMBER: CCP002865ITEM 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 PREMIUM'S

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 1851 1203

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CS0000233

Andrew v CSC
POL000008

PL000177

R.App. 000566

CAG 1681 1203

POLICY NUMBER: 001502868

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 MISCELLANEOUS 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		PURCHASED		TERRITORY			
	Year, Make, Trade Name, Body Type	Serial Number (S) Vehicle Identification Number (VIN)	Original Cost New	Actual Cost & New (N) Used (U)	Town & State Where This Covered Auto Will Be Principally Garaged			
1			\$	\$				
2			\$	\$				
3			\$	\$				
4			\$	\$				
5			\$	\$				
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interest If It Appears At The Time Of The Loss.	
	Radius Of Operation	Business Use as service or retail or commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor Lib. Phy. Dem.	Secondary Rating Factor		Code
1								
2								
3								
4								
5								

CAG 1681 1203

CISO Properties, Inc., 2000

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CSC000237

Andrew v CISO
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R.App. 000567

CAG 1881 1208

POLICY NUMBER: CCF502848

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. Include Deductible Shown Below	Premium	Limit Stated in Each Added P.I.P. End. Premium	Limit Stated in P.P.I. End. Include 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 where Deductible Shown Below	Premium	Limit Stated in ITEM TWO where 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 where Deductible Shown Below	Premium	Limit Per Displacement	Premium			
1	\$	\$	\$	\$			
2	\$	\$	\$	\$			
3	\$	\$	\$	\$			
4	\$	\$	\$	\$			
5	\$	\$	\$	\$			
Total Premium		\$		\$			

CAG 1881 1208

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Andrew v CAG
POL000028

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R.App. 000568

CAS 1851 1203

POLICY NUMBER: WUP5D2869**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 Lessee	All Interests In Any "Auto" Not Owned By You Or Any Creditor While In Your Possession Or Consignment For Sale
Comprehensive	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Specified Causes Of Loss	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Collision	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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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POLICY NUMBER: CSD502869

ITEM NINE (Cont'd)

3	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR VANDALISM. SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR \$ MINUS \$ DEDUCTIBLE FOR ALL PERIODS				\$
	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-"employee", 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 exposure 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.

Loan Payee - Any loss is payable as interest may appear to you and:

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Policy Number CCR000069

CIL 15 006 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/ Endr. #	Edition Date	Title	Total # of forms selected: 15
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Forms Applicable to this Coverage Part - INTERLINE-ALL COVERAGE PARTS

CIL 15 006 02 02.....SCHEDULE OF FORMS AND ENDT
 CSCP 10 00 02 04.....POLICY SCHEDULE
 CSCP 10 01 03 06.....COMMON POLICY DECLARATIONS
 CCF 20 10 03 07.....SERVICES BY SUEE CLAUSE
 IL 00 02 09 07.....CALCULATION OF PREMIUM
 TL 00 17 11 99.....COMMON POLICY CONDITIONS

Forms Applicable to this Coverage Part - GARAGE

CAG 1000 12 03.....GARAGE COVERAGE FORM DECLARATIONS
 CA 00 05 10 02.....GARAGE COVERAGE FORM
 CA 01 06 10 01.....HV CHANGES
 CA 03 01 03 06.....DEDUCTIBLE LIABILITY COVERAGE
 CA 23 04 01 05.....EXCLUSION OF TERRORISM
 CAG 1017 03 06.....REDUCED LIMITS BROD-YOUTHFUL DRIVERS
 CAG 1019 08 07.....GARAGE OPERATIONS LIMITATION ENDY
 CAG 1031 12 03.....GARAGE COV FORM-NON-DEALERS SCHEDULE
 EL 00 21 08 04.....NUCLEAR ENERGY LIAB EXCL ENDY

CAG1001(01/00) - ADDITIONAL CONDITIONS AND EXCLUSIONS

EL0010(07/01) - SERVICE CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD

CIL 15 006 02 02

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CCP 2010 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 Director 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 designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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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.

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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.

COMMERCIAL AUTO
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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 Coverage). Any "autos" and the interests in those "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. Seizure;
- 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" seeking 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, 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".

We have the right and duty to defend any "insured" against a "suit" seeking 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.

8. 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" transported 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.

5. 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 residential premises.

G. Fellow Employees

"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 subcontract 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.

a. 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

(d) 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.

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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" seep, 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".

(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 afloat 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.

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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 "autos" brought or persons or organizations making claims or bringing "autos", the most we will pay for the sum of all damages involving "garage operations" other than "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 1 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", premises, parts, 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 \$263 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 60 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.

G. 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 last 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 expenses 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:

- There has been full compliance with all the terms of this Coverage Form; and
- 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:

- Pay for, repair or replace damaged or stolen property;
- Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- 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:

- This Coverage Form;
- The covered "auto";
- Your interest in the covered "auto"; or
- 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 Ballee – 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

- 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.

- 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".

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

- 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 90 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" which 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" seep, ooze, leak, 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 60 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, plans, 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, trestle, 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 Garageskeepers 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:
- The goods or products you made or sold in a garage business; and
 - 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:
- Damages because of "bodily injury" or "property damage"; or
 - A "covered pollution cost or expense", to which this insurance applies, are claimed.
- "Suit" includes:
- 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
 - 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:
- Work that someone performed on your behalf; and
 - 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, or "loss" or "covered pollution cost or expense", as may be defined under the Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage -- Outrigger/ 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 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 rendering 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 this \$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.G., 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 in 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 this 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 thereof.

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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.

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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 contracting 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.

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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".

a. 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.

CAG 1B17 0306

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.

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Andrew v OBG
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CAG 1901 0108

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

Claime 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, dispersal 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

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CSC000277

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PL000218

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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.

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Andrew v CSC
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R.App. 000608

CAG 1901 0108

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, spoiling, 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.

9. 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.

8. 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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Andrew v CSC
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R.App. 000609

CAG 1901 0108

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.

CAG 1901 0108

Page 4 of 4

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Andrew v OGC
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R.App. 000610

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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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Andrew v CSC
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R.App. 000611

EXHIBIT "3"

EXHIBIT "3"

PL000223

R.App. 000612

EXHIBIT "4"

EXHIBIT "4"

PL000225

R.App. 000614

GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

2/26/2009

ဝတ်စုံပန်းအုပ်

INFORMATION ON CONTAINER LOCATION OF CONTAINER INFORMATION ON CONTAINER INFORMATION ON CONTAINER	AUTHORITY CONTACTED INSURED: ALLEGEDLY THE DIRECTOR OF THE DEPT. OF VEHICLE
---	--

'POLICY' INFORMATION

[illegible]

'TYPE OF LIABILITY'

[illegible]

NOTICE: PROPERTY DAMAGE

[illegible]

ADORE SYSTEMS, INC. Page 1 of 2 DAVIDSON CORPORATION 209-2407 All rights reserved.
 1998-01-01 TTY: ADORE engine and 1600 in right turn marker of ADORE

Andrew v CSC
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R.App. 000615

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 consents 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 imprisonment 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.201, 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.

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INSURANCE

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Andrew v CSC
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R.App. 000616

EXHIBIT "5"

EXHIBIT "5"

PL000228

R.App. 000617

Charles Holland

From: Jim Karp
 Sent: Tuesday, March 31, 2009 2:26 PM
 To: Charles Holland
 Subject: FW: ROR #1837
 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 the 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 Kline
 Sent: Monday, March 30, 2009 1:49 PM
 To: Jim Karp
 Cc: Charles Holland
 Subject: RE: Disclaimer 61367



661367
 disclaimer-Owned Auto

Marjorie Kline
 mkline@centurysurety.com
 602-216-6597
 800-840-0266

From: Charles Holland
 Sent: Monday, March 30, 2009 12:28 PM
 To: Claims Transcripts
 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(30 Mar09).doc >>

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Andrew v CSD
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R.App. 000618

EXHIBIT "6"

EXHIBIT "6"

PL000230

R.App. 000619

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61367
New Doc
CCHLAW OFFICE OF
SYLVIA L. ESPARZA

3840 E. PEPPER LAKE, SUITE 103 • LAS VEGAS, NV 89104 • TEL: (702) 853-0733 • FAX: (702) 853-6234

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 Proctor/Ryan T. Proctor
Date of Loss	05/22/2009
Your Claim Number	01 061367

Dear Mr. Holland,

This office represents Lee Proctor, Owner/Operator for Ryan T. Proctor in regards to the above referenced accident. Our investigation indicates that this accident was caused by your insured's negligence.

Ryan T. Proctor has worked with the following providers:

University Medical Center
1801 W. Charleston Boulevard
Las Vegas, NV 89102

Kindred Hospital - Las Vegas at Desert Springs Hospital
3075 S. Maryland Road, Fifth Floor
Las Vegas, NV 89119

Quig Hospital
1425 S. Clarkston Drive
Burbank, CA 91504

RECEIVED
JUN 02 2009
SCANNING DEPT

As this letter is being sent to you, we understand and agree you to sign the back of your investigation of this claim. Mr. Proctor is willing to enter into a settlement agreement containing a release of all claims against your insured for the above accident provided that you have the same in your office within two weeks of receipt of this letter. Acceptance of this offer is contingent upon your satisfaction with all terms of the offer. All terms of this offer are subject to your satisfaction with the results of this claim. Please do not hesitate to contact us at any time we can assist you.

Sylvia L. Esparza
SLE
Attorney

Andrew y OSU
C17000008

OSC000008

PL000231

R.App. 000620

EXHIBIT "7"

EXHIBIT "7"

PL000232

R.App. 000621



June 5, 2009

 VIA CERTIFIED AND REGULAR MAIL
 7171 1234 5650 2009 9052

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

Ret.	Insured:	Blue Streak Auto Detailing
	Claimant:	Ryan Terry Preiner
	Policy No.:	001502869
	Date of Loss:	March 26, 2009
	Claim No.:	01-001367

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 affidavits you supplied, and local investigation, are that you were riding your personal vehicle and shopping in your personal pickup, a 2007 Ford F150, on St. Rose Blvd., when the vehicle on your pickup collided with the claimant's vehicle. The claimant was riding his bicycle at about 5:22 PM on the above-referenced date. Sunset is listed as 4:47 PM. 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 maintaining coverage as the vehicle involved was not being used by your business, you were not doing "Auto Detailing" and "Waxing" 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 001502869, 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, SA 0000 (10/07), where you will note the following policy language:

SECTION II - COVERED AUTOS

Limit of the Declaration shows the "auto" that are covered "autos" for each of your coverages. The following language describes the "auto" that may be covered "auto". The symbol entered next to a coverage on this declaration designates the only "auto" that are covered "auto".

Charles E. Howard, Jr. CIO
 Senior Claims Executive
 charles.howard@century.com 800-840-0062
 Century Insurance Company, P.O. Box 163310, Omaha, NE 68116-3310
 Century Insurance, 6425 N. Scottsdale Rd., Suite 200, Scottsdale, AZ 85250
 Phone: 480-551-8424 Fax: 480-551-8420 Website: www.centuryins.com

 Andrew V GSC
 CP000077

CSC000077

PL000233

R.App. 000622

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	<p>Not Owned "Autos" Used In Your Garage Business</p> <p>Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declaration. 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.</p>

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" seeking 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

G. "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 "auto" indicated in Section I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

Please note that your Ford F 150 would not be considered 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.

Andrew v GSC
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PL000234

R.App. 000623

Michael Vasquez
Blue Shield Auto Drafting
June 5, 2008
Page 3 of 4

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 right to enforce any and all of the provisions, including policy conditions, contained in the policy. Century Surety Company expressly reserves the right to bring an action to declare the obligations and responsibilities of the parties hereunder under the contract of insurance in question, 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 issue, 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 802-445-0370.

Sincerely,

CENTURY SURETY COMPANY


Charles C. Henson, Jr., CFC
Senior Claims Examiner

CHH:ml

The Hayes Agency
500 South Durango Dr., Suite 100
Las Vegas, NV 89113

Interstate General Agency Insurance Services
The Ernst & Young Bldg.
725 G. Hinkle St., 18th Floor
Los Angeles, CA 90017

Andrew v DSC
0F000078

CSC000078

PL000235

R.App. 000624

Miguel 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 notification, 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 "SCFV-1801a" 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 11/95/04	

Andrew v CSC
 CF000080

CSC000080

PL000236

R.App. 000625

EXHIBIT "8"

EXHIBIT "8"

PL000237

R.App. 000626



June 15, 2009

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

RE: Claim No.: 01-001887
Insured: Blue Streak Auto Detailing
Claimant: Ryan Terry Prether
Date of Loss: March 28, 2008

Dear Ms. Espinoza:

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

A handwritten signature in black ink, appearing to read "Charles C. Holland, Jr.", written over the printed name.

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

OCH/jk

Enclosure -- Copy of Disclaimer dated 8/5/09

Charles C. Holland, Jr., CIC
Senior Claims Examiner
cholland@centuryinsurty.com | 800-840-3062
Mailing Address: P.O. Box 163940 Columbus, Ohio 43215-3340
Physical Address: 23732 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85256
Phone: 800-881-6424 Fax: 614-596-7040 Website: www.centuryinsurty.com

Andrew V OBG
CF000000

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R.App. 000627

EXHIBIT "9"

EXHIBIT "9"

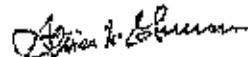
PL000239

R.App. 000628

03/03/2011 10:54 7022280443

PRINCE KEATING LLP

PAGE 04/34

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01/02/2011 04:28:00 PM

CLERK OF THE COURT

1 COMP
 2 DENNIS M. PRINCE
 3 Nevada Bar No. 5092
 4 PRINCE & KEATING
 5 3230 S. Buffalo Drive
 6 Suite 108
 7 Las Vegas, Nevada 89117
 8 (702) 228-6800
 9 (702) 228-0443 facsimile
 10 DPrince@PrinceKeating.com
 11 Attorney for Plaintiff
 12 Lee Preiner and Dana Andrews, as
 13 Legal Guardians of Ryan T. Preiner,
 14 and Ryan T. Preiner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

12 LEE PREINER and DANA ANDREWS,
 13 AS LEGAL GUARDIANS OF RYAN T.
 14 PREINER, an adult ward; and RYAN T.
 15 PREINER, individually,

CASE NO.: A-11-632845-C
 DEPT. NO.: T T I

Plaintiffs,

COMPLAINT

vs.

17 MICHAEL A. VASQUEZ, individually;
 18 BLUE STREAK AUTO DETAILING,
 19 LLC, a Nevada Limited Liability
 20 Company; DOES I through X, inclusive;
 21 and ROB BUSINESS ENTITIES I through
 22 X, inclusive,

Defendants,

23 Plaintiff Lee Preiner and Dana Andrews, as legal co-guardians of Ryan T. Preiner, and Ryan
 24 T. Preiner, individually, by and through their attorneys, PRINCE & KEATING, for their Complaint
 25 against Defendants, Michael A. Vasquez and Blue Streak Auto Detailing, LLC, states, asserts and
 26 alleges as follows:
 27
 28

PRINCE & KEATING
 Attorneys at Law
 3230 S. Buffalo Drive
 Suite 108
 Las Vegas, Nevada 89117
 Phone: (702) 228-6800

1

Andrew v CSC
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R.App. 000629

03/03/2011 13:54 7022200449

FRINCE KEATING LLP

PAGE 05/36

GENERAL ALLEGATIONS

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

3. At all times relevant herein, Ryan T. Pretzer 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.

FRINCE & KEATING
ATTORNEYS AT LAW
3330 Boulder Mountain Drive
Suite 100
Las Vegas, Nevada 89103
PHONE (702) 222-2001

02/03/2011 15:54

7B2226043

FRINCE HEATING LLP

PAGE 35/34

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. Prior 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 cleaning business and traveled upon the streets of Clark County, Nevada.

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

FIRST CLAIM FOR RELIEF (Negligence)

10. Plaintiff's complaint alleges the allegations contained in Paragraphs 1 through 9 as though they are true herein.

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

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

13. By reason of the negligence and as a direct and proximate result thereof, Pretnor sustained injuries to his head, neck, back, body, limbs, organs, and to various all or parts of which

FRINCE HEATING LLP
MEMBER OF THE
FEDERAL BAR ASSOCIATION
1600 S. RAYMOND AVENUE
SUITE 200
LAS VEGAS, NEVADA 89102
TEL: 702.735.1111
WWW.FRINCEHEATINGLLP.COM

3

Andrew v. CSO
CF000101

CSC000101

PL000242

R.App. 000631

03/08/2011 12:34 7022280440

FRANKE KEATING LLP

PAGE 07/24

1 conditions are permanent and disabling in nature, all to his general damage in a sum in excess of
2 \$10,000.

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

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

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

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

19 **SECOND CLAIM FOR RELIEF**
20 **(Negligence Per Se)**

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

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

25
26
27
28
FRANKE KEATING
ATTORNEYS AT LAW
2201 South Rye Ridge Drive
Suite 100
Las Vegas, Nevada 89102
Phone (702) 333-1111

05/03/2011 10:54 7622268443

PRINCE KENTING LLP

PAGE 02/34

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.

PRINCE & KENTING
ATTORNEYS AT LAW
2500 South Jefferson Drive
Suite 100
Las Vegas, Nevada 89117
Telephone 702 256-1800

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Andrew v OBG
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R.App. 000633

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PRINKE KEATING LLP

PAGE 09/34

THIRD CLAIM FOR RELIEF
(Negligent Entrustment)

Plaintiffs repeat and reaffirm 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 reason 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 reason 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

PRINKE & KEATING
ATTORNEYS AT LAW
3331 Bayview Drive
Suite 101
Laguna Hills, California 92653
Phone (714) 228-6993

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Andrew v D&C
CF000104

OSC000104

PL000245

R.App. 000634

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PRINCE KEATING LLP

PAGE 10/14

1 otherwise suited.

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

8
9 33. Plaintiffs have been compelled to retain the services of an attorney to prosecute this
10 action and are therefore entitled to reasonable attorney's fees and costs incurred herein.

11 FOURTH CLAIM FOR RELIEF
12 (Respondent Superior)

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

15 34. Blue Streak entrusted said vehicle to Vasquez in order to generate income and profit
16 for Blue Streak.

17
18 35. At all times relevant, Vasquez was an employee or agent of Blue Streak and under the
19 supervision and control of Blue Streak.

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

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

24
25 38. By reason of the premises and as a direct and proximate result thereof, Pretner,
26 sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which
27 conditions are permanent and disabling in nature, all to his general damage in a sum in excess of
28

PRINCE & KEATING
ATTORNEYS AT LAW
2010 South Bridge Street
BOSTON, MA 02108
LISA VASQUEZ, NURSE, 60110
Phone: (617) 311-6330

7

Andrew v DSC
GFC00106

050000105

PL000246

R.App. 000635

03/03/2011 13:54

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PRINCE KSAITIS LLP

PAGE 11/34

1 \$10,000.

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

7
 8 40. Prior to the injuries complained herein, Pretner was an able bodied person readily and
 9 gainfully employed and physically capable of engaging in all other activities for which he was
 10 otherwise suited.

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

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

19 ...
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PRINCE & KSAITIS
 ATTORNEYS AT LAW
 6250 COLLINGWOOD BLVD
 SUITE 504
 CLEVELAND, OHIO 44130
 (216) 461-1111

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Andrew v CSJ
 CP000100

CG000106

PL000247

R.App. 000636

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PRINCE KEATING LLP

PAGE 12/34

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

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

7
 8 DATED this 5 day of January, 2011.

PRINCE & KEATING


 11 DEVIN M. PRINCE

Nevada Bar No. 5092

5230 North Buffalo Drive

Suite 108

Las Vegas, Nevada 89117

Attorneys for Plaintiffs

Lee Pretner and Dana Anderson, as

Legal Guardians of Ryan T. Pretner;

and Ryan T. Pretner, individually

PRINCE & KEATING
 ATTORNEYS AT LAW
 5230 North Buffalo Drive
 Suite 108
 Las Vegas, Nevada 89117
 Phone: (702) 383-0300

9

Andrew v DSC
 CF000107

CBC000107

PL000248

R.App. 000637

EXHIBIT "10"

EXHIBIT "10"

PL000249

R.App. 000638

PAGE 03/34

Exiting Chain New Suit
 Thiked by Charles Lm John Daniel/Processing
 03.04.2014 03:35 CALORING

PRINCE & KEATING
3230 South Buffalo Drive
Suite 100
Las Vegas, NV 89102
(702) 228-0100
(702) 228-0100

12072019
051241Z
FM JCRC/AFMPC/USCINCPAC
TO: JCRC/AFMPC/USCINCPAC
INFO: JCRC/AFMPC/USCINCPAC
SUBJ: Henderson, John
REF: Henderson, John
12072019
051241Z
FM JCRC/AFMPC/USCINCPAC
TO: JCRC/AFMPC/USCINCPAC
INFO: JCRC/AFMPC/USCINCPAC
SUBJ: Henderson, John
REF: Henderson, John

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

DLMAYER-03/04/2015

TO: Charles C. Holland

PLACENO, (616) 825-7840.

PROCK Dennis H. Prock, Esq.

DAW: March 3, 2011

NAME: Ryan T. Proctor

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 20

MESSAGE: Please see attached.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (702) 275-6809 AND ASK FOR LISA LEE.

ORIGINAL WILL BE SENT VIA:

MAIL OVERNIGHT COURIER RETURN

2 ORIGINAL WILL NOT BE SENT

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of subscribers. The names are written in a cursive script, and the addresses are listed below them.

Andrew V. Csic
OFDOU/238

050000088

PL000250

R.App. 000639

03/03/2011 10:54 7822286443

PRINCE KEATING 147

/84

PRINCE & KEATING

ATTORNEYS AT LAW
3220 SOUTH BLUE VALLEY DRIVE, SUITE 400
TAY VILLAGE, MINNAPOLIS 55425
TEL: 612.670.0000 FAX: 612.670.0000
WWW.PRINCE-KEATING.COM

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

March 3, 2011

VIA FACSIMILE (612) 895-7040

Charles C. Holland
Senior Claims Handler
Century Insurance Company
P.O. Box 133340
Columbus, Ohio 43216-3340

Re: One Claim	: Ryan T. Pichon
Your Insured	: Blue Break Auto Detailing, Inc.
Claim No.	: 01-061387
Date of Loss	: 01/11/2009

Dear Mr. Holland:

Please be advised that this firm has been retained to represent the interests of Ryan T. Pichon 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. Pichon with the side view mirror of his truck while Mr. Pichon was riding his bicycle. Mr. Pichon was violently thrown from his bike and sustained catastrophic injuries. To date, Mr. Pichon continues to receive rehabilitative treatment for his injuries. Mr. Vasquez was cited for causing the accident. We are enclosing the Police 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 the claim is resolved as it relates to any other available insurance policy. We have been advised that Blue Break 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.

Andrew J. OGC
CF000007

CSC000007

PL000251

R.App. 000640

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PRINCE & KEATING LLP

PAGE 03/04

Century Insurance Company
March 3, 2011
Page 2

As a result of the catastrophic injuries sustained in this accident, Mr. Preiner has incurred past medical expenses in excess of \$2,500,000. We are in the process of gathering Mr. Preiner'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 as we give you an opportunity to resolve this matter. 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

Dennis M. Prince
Enclosures

cc: Dana Andrew

CSD000098

Andrew v CSC
CF000098

PL000252

R.App. 000641

EXHIBIT "11"

EXHIBIT "11"

PL000253

R.App. 000642

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 CC#602860 of June 27, 2003 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 deductible.

Symbol 29

Coverage Issue: Symbol 29 is non-owned "auto". Insured owns this auto, it is his personal auto.

Complaint alleges count of negligence, negligence per se, negligent entrustment, reparable superior. Insured admitted in Va 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 Va confirm personal use at time of accident. Re-issuing disclaimer.

UPG on 3/7/2011 by Lisa Henderson

Total Paid: \$514.50

Total Outstanding Reserve: \$0

Gross Incurred: \$514.50 Total Reserve & Total paid as reflected on the CMS screen

Net To CenturyProCentury: \$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 travelling about 48mph. No witnesses. 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 P's bike except for scuff on left rear quarter and few other scratches. Bike had no reflectors. P's 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

CSC000002

Andrew v CSC
CP000002

PL000254

R.App. 000643

EXHIBIT "12"

EXHIBIT "12"

PL000255

R.App. 000644



March 31, 2011

VIA CERTIFIED, REGULAR MAIL and EMAIL

91 7108 2133 9930 1278 9956

via email to: 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
1888 Via Felenz
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.: CCP602889 (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 Pretner and Dana Andrew 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 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.

Ella Henderson
Claims Attorney
EHenderson@centurysurety.com | 606-345-9483
Mailing Address: P.O. Box 103340 Columbus, Ohio 43218-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85266
Phone: 602-981-6424 Fax: 604-685-7040 Website: www.centurysurety.com

Andrew v CGC
CF000192

CSC000192

PL000256

R.App. 000645

Michael Vasquez
Blue Streak Auto Detailing
March 31, 2011
Page 2 of 5

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, 2008, 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 6, 2008, 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 with 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 you, "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".

OSC000198

Andrew v QSD
CP000198

PL000257

R.App. 000646

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" seeking 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".

Andrew v CSO
 CF000104

080000104

PL000258

R.App. 000647

Michael Vasquez
 Blue Streak Auto Detailing
 March 31, 2011
 Page 4 of 5

We have the right and duty to defend any "Insured" against a "suit" seeking 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 localities for garage business and that portion of the roads or other spaces that adjoin these localities. "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 (08/07)

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

Andrew v OSC
 CF000183

OS0090106

PL000259

R.App. 000648

Michael Vasquez
Blue Streak Auto Detailing
March 31, 2011
Page 6 of 5

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.

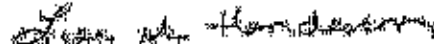
IV. CONCLUSION

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: Fsohett@heritagegeneral.com

Andrew v OSG
DF000188

OSD000188

PL000260

R.App. 000649

EXHIBIT "13"

EXHIBIT "13"

PL000261

R.App. 000650

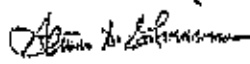
05/27/2011 14:51 7822283413

PRINCE KEATING LLP

PAGE 39/45

Electronically Filed
05/27/2011 10:27:11 AM

1 DENT
2 DENNIS M. PRINCE
3 Nevada Bar No. 5092
4 PRINCE & KEATING
5 3230 S. Buffalo Drive
6 Suite 100
7 Las Vegas, Nevada 89117
8 (702) 228-6800
9 (702) 228-0443 facsimile
10 DPrince@PrinceKeating.com
11 Attorney for Plaintiff
12 Lee Pretner and Dana Andrew, as
13 Legal Guardians of Ryan T. Pretner,
14 and Ryan T. Pretner, individually


CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

15 LEE PRETNER and DANA ANDREW,
16 AS LEGAL GUARDIANS OF RYAN T.
17 PRETNER, an adult ward; and RYAN T.
18 PRETNER, individually,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

DEFAULT

19 MICHAEL A. VASQUEZ, individually;
20 BLUE STREAK AUTO DETAILING,
21 LLC, a Nevada Limited Liability
22 Company; JIMMY I through X, inclusive;
23 and ROE BUSINESS ENTITIES I through
24 X, inclusive,

Defendants.

CLERK OF THE COURT

JUN 5 2011

JUN 5 2011

PRINCE & KEATING
Attorneys at Law
3230 South Buffalo Drive
Suite 100
Las Vegas, Nevada 89117
Phone: (702) 228-6800

050000207

Andrew y DSC
05000207

PL000262

R.App. 000651

06/27/2011 14:51 7822230443

PRINCE KEATING LLP

PAGE 04/06

1 otherwise plead to Plaintiff's Complaint is hereby granted.

2 CLERK OF COURT

3
4 BY: Patricia Azuosa
5 DEPUTY CLERK

JUN 28 2011

DATE
A63085

6 Submitted by:

7 PRINCE & KEATING

8
9 DENNIS M. PRINCE
10 Nevada Bar No. 5092
11 3298 South Buffalo Drive
12 Suite 108
13 Las Vegas, Nevada 89117
14 Attorneys for Plaintiff
15 Lee Pretner and Dana Andrews, as
16 Legal Guardians of Ryan T. Pretner,
17 and Ryan T. Pretner, individually
18
19
20
21
22
23
24
25
26
27
28

PRINCE & KEATING
ATTORNEYS AT LAW
3298 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 263-6410

2

Andrew v CSU
CF000203

QSC000208

PL000263

R.App. 000652

06/27/2011 14:51 7822262443

PRINCE KEATING LLP

PAGE 05/06

1 DPLT
 2 DENNIS M. PRINCE
 3 Nevada Bar No. 5092
 4 PRINCE & KEATING
 5 3230 S. Buffalo Drive
 6 Suite 108
 7 Las Vegas, Nevada 89117
 8 (702) 228-6500
 9 (702) 228-0443 (fax)
 10 DPrince@PrinceKeating.com
 11 Attorney for Plaintiff
 12 Lee Freiner and Dana Andrew, as
 13 Legal Guardians of Ryan T. Freiner;
 14 and Ryan T. Freiner, individually

Electronically Filed
 06/27/2011 10:29:02 AM

Alfred J. Schuman
 CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

12 LEE FREINER and DANA ANDREW,
 13 AS LEGAL GUARDIANS OF RYAN T.
 14 FREINER, an adult ward; and RYAN T.
 15 FREINER, individually,

CASE NO. A-11-532843-C
 DIST. NO. III

Plaintiffs,

vs.

DEFAULT

16 MICHAEL A. VASQUEZ, individually;
 17 BLUE STREAK AUTO DETAILING,
 18 LLC, a Nevada Limited Liability
 19 Company; DOES I through X, inclusive;
 20 and ROB BUSINESS ENTITIES I through
 21 X, inclusive,

Defendants.

22
 23
 24 IT APPEARING from the files and records in the above-captioned action that Defendant BLUE
 25 STREAK AUTO DETAILING LLC, herein, being duly served with a copy of the Summons and
 26 Complaint on the 7th day of April, 2011, that more than 20 days, exclusive of the day of service,
 27 having expired since service upon the Defendant; that no answer or other appearance having been
 28 filed and no further time having been granted, the default of the above-named Defendant for failing

PRINCE & KEATING
 ATTORNEYS AT LAW
 1150 South Buffalo Drive
 Suite 108
 Las Vegas, Nevada 89117
 Phone (702) 228-0100

1

Andrew v DSC
 CF000208

CSQ000209

PL000264

R.App. 000653

06/27/2011 14:51

7022280443

PRINCE KEATING LLP

PAGE 05/96

1 to answer or otherwise plead to Plaintiff's Complaint is hereby granted.

2 CLERK OF COURT

JUN 25 2011

3 BY: *Patricia Azucena*

4 DEPUTY CLERK

DATE

PATRICIA AZUCENA

AL30815

5 Submitted by:

6 PRINCE & KEATING

7 *[Signature]*
8
9 JENNIS M. PRINCE

10 Nevada Bar No. 5092

11 3230 South Buffalo Drive

12 Suite 108

13 Las Vegas, Nevada 89117

14 Attorneys for Plaintiff

15 Lee Pretner and Dana Andrew, as

16 Legal Guardians of Ryan T. Pretner;

17 and Ryan T. Pretner, individually

18
19
20
21
22
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27
28
Prince & Keating
Attorneys at Law
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone (702) 836-0110

2

Andrew v CSC
CF000210

08C000210

PL000265

R.App. 000654

EXHIBIT "14"

EXHIBIT "14"

PL000266

R.App. 000655

06/27/2011 11:05 7022280443

PRINCE & KEATING LLP

PAGE 01/06

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) 893-7040
FROM: Lisa M. Lee, paralegal to
Donald M. Prince DATE: 6/27/11
RE : Ryan Prother, 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

THIS FACSIMILE TRANSMISSION IS THE PROPERTY OF PRINCE & KEATING LLP. IT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED IN THE COVER SHEET. IT IS TO BE DESTROYED IMMEDIATELY AFTER USE. NO PART OF THIS TRANSMISSION IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. IF YOU ARE NOT THE ADDRESSEE, YOU ARE NOT TO DISCLOSE THE CONTENTS OF THIS TRANSMISSION TO ANY OTHER PERSON. IF YOU ARE THE ADDRESSEE, YOU ARE TO KEEP THIS TRANSMISSION CONFIDENTIAL AND NOT TO DISCLOSE ITS CONTENTS TO ANY OTHER PERSON. IF YOU ARE NOT THE ADDRESSEE, YOU ARE TO DESTROY THIS TRANSMISSION IMMEDIATELY AFTER USE AND NOT TO REPRODUCE OR TRANSMIT IT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. IF YOU ARE THE ADDRESSEE, YOU ARE TO DESTROY THIS TRANSMISSION IMMEDIATELY AFTER USE AND NOT TO REPRODUCE OR TRANSMIT IT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. IF YOU ARE NOT THE ADDRESSEE, YOU ARE TO DESTROY THIS TRANSMISSION IMMEDIATELY AFTER USE AND NOT TO REPRODUCE OR TRANSMIT IT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

.090000198

Andrew v OSC
CF000198

PL000267

R.App. 000656

06/27/2011 14:51 7022280443

PRINCE KEATING LLP

PAGE 02/06

PRINCE & KEATING

ATTORNEYS AT LAW
 3230 SOUTH HUNTERSLOPE DRIVE, SUITE 100
 LAS VEGAS, NEVADA 89117
 TELEPHONE (702) 271-0113
 FACSIMILE (702) 271-0113
 WWW.PRINCEKEATING.COM

Reply To: David M. Prince
 Email: DMP1111@PrinceKeating.com

June 27, 2011

VIA FACSIMILE (702) 271-0113

Lisa Henderson
 Senior Claims Analyst
 Century Insurance Company
 P.O. Box 163340
 Columbus, Ohio 43216-3340

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

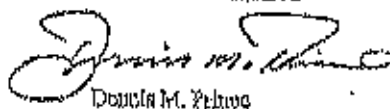
Dear Ms. Henderson:

As you know, this firm represents Ryan T. Preiner 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 responses. 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



David M. Prince

DMP:md
 enclosures

cc: Dana Andrew

CBC000203

Andrew v CBC
 CP000203

FL000268

R.App. 000657

EXHIBIT "15"

EXHIBIT "15"

PL000269

R.App. 000658

To: dprince@princekeating.com
From: LHMENDER
Cc: pamelea_torres@progressive.com
Bcc:
Subject: 01061367 BLUE STREAK AUTO DETAILING
Date/Time Sent: 06/27/2011 4:12 PM

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

Drawer: CLM
FileNo: 01061367

Dear Mr. Prince,

Please be advised that Century has no coverage for this matter. It is my understanding that this matter is being handled by Progressive Insurance and I am copying the adjuster Pam Torres on this email and have forwarded the defaults you sent to Progressive.

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) 040-0863 Toll Free
(614) 095-7040 Fax
LHenderson@centurysurety.com

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

Attached Files:
IR110000.pdf

CS0000225

Andrew v OBG
CF000225

PL000270

R.App. 000659

EXHIBIT "16"

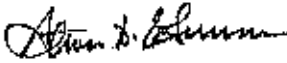
EXHIBIT "16"

PL000271

R.App. 000660

1 NOT
 2 DENNIS M. PRINCE
 Nevada Bar No. 5092
 3 PRINCE & KEATING
 3230 S. Buffalo Drive
 4 Suite 108
 Las Vegas, Nevada 89117
 5 (702) 228-6800
 (702) 228-0443 facsimile
 6 DPrince@PrinceKeating.com
 7 Attorney for Plaintiff
 Lee Pretner and Dana Andrew, as
 8 Legal Guardians of Ryan T. Pretner;
 and Ryan T. Pretner, individually
 9

Electronically Filed
 06/28/2011 03:36:47 PM


 CLERK OF THE COURT

10 DISTRICT COURT
 11 CLARK COUNTY, NEVADA

12 LEE PRETNER and DANA ANDREW,
 13 AS LEGAL GUARDIANS OF RYAN T.
 14 PRETNER, an adult ward; and RYAN T.
 PRETNER, individually,

CASE NO.: A-11-632845-C
 DEPT. NO.: III

15 Plaintiffs,

16 vs.

17 MICHAEL A. VASQUEZ, individually;
 18 BLUE STREAK AUTO DETAILING,
 19 LLC, a Nevada Limited Liability
 20 Company; DOES I through X, inclusive;
 21 and ROE BUSINESS ENTITIES I through
 X, inclusive,

NOTICE TO SET ASIDE DEFAULT AS
TO DEFENDANT
MICHAEL A. VASQUEZ, ONLY

22 Defendants.


23 NOTICE IS HEREBY GIVEN by Plaintiff LEE PRETNER and DANA ANDREW, AS
 24 LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. PRETNER,
 25 individually, by and through their counsel of record, Prince & Keating, that the Default entered against
 26 ...
 27 ...
 28

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

1 Defendant Michael A. Vasquez on June 27, 2001, is hereby set aside.

2 Dated this 28 day of June, 2011,

3 PRINCE & KEATING

4
5  ~~Page 2~~ → 3
6 DENNIS M. PRINCE
7 Nevada Bar No. 5092
8 3230 South Buffalo Drive
9 Suite 108
10 Las Vegas, Nevada 89117
11 Attorneys for Plaintiffs
12 *Lee Pretner and Dana Andrew, as*
13 *Legal Guardians of Ryan T. Pretner;*
14 *and Ryan T. Pretner, individually*
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PRINCE & KEATING
Attorneys at Law
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 226-6800

EXHIBIT "17"

EXHIBIT "17"

PL000274

R.App. 000663

To: Prance & Keating

AUG 01 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

00067

PL000275

R.App. 000664

EXHIBIT "18"

EXHIBIT "18"

PL000276

R.App. 000665

1 NEO
 2 DENNIS M. PRINCE
 3 Nevada Bar No. 5092
 4 PRINCE & KEATING
 5 3230 S. Buffalo Drive
 6 Suite 108
 7 Las Vegas, Nevada 89117
 8 (702) 228-6800
 9 (702) 228-0443 facsimile
 10 DPrince@PrinceKeating.com
 11 Attorney for Plaintiffs
 12 Lee Pretner and Dana Andrew, as
 13 Legal Guardians of Ryan T. Pretner;
 14 and Ryan T. Pretner, individually

Electronically Filed
 08/09/2011 11:33:09 AM

Ann L. Lohman

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

13 LEE PRETNER and DANA ANDREW,
 14 AS LEGAL GUARDIANS OF RYAN T.
 15 PRETNER, an adult ward; and RYAN T.
 16 PRETNER, individually,

Plaintiffs,

vs.

19 MICHAEL A. VASQUEZ, individually;
 20 BLUE STREAK AUTO DETAILING,
 21 LLC, a Nevada Limited Liability
 22 Company; DOES I through X, inclusive;
 23 and ROX BUSINESS ENTITIES I through
 24 X, inclusive,

Defendants.

CASE NO.: A-11-632845-C
 DEPT. NO.: III

NOTICE OF ENTRY OF DEFAULT AS
TO DEFENDANT MICHAEL A.
VASQUEZ

PLEASE TAKE NOTICE that a Default was entered against Defendant Michael A. Vasquez

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

1 on the 27th day of June, 2011, a copy of said Default is attached hereto.

2 DATED this 9 day of August, 2011.

3 PRINCE & KEATING

4
5
6 

7 DENNIS M. PRINCE
8 Nevada Bar No. 5092
9 3230 S. Buffalo Drive
10 Suite 108
11 Las Vegas, Nevada 89117
12 Attorney for Plaintiffs
13 Lee Pretner and Dana Andrew, as
14 Legal Guardians of Ryan T. Pretner;
15 and Ryan T. Pretner, individually
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PRINCE & KEATING
ATTORNEYS AT LAW
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Las Vegas, Nevada 89117
PHONE (702) 229-6300

(Page 1 of 2)

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05/27/2011 10:27:11 AM

Anna D. Johnson
CLERK OF THE COURT

DEED
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@PrincoKeating.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,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

DEFAULT

MICHAEL A. VASQUEZ, individually;
BLUE STRIP AUTO DETAILING,
LLC, a Nevada Limited Liability
Company; DOES I through X, inclusive;
and ROE BUSINESS ENTITIES I through
X, inclusive,

Defendants.

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 3 3 2011

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

PL000279

R.App. 000668

(Page 2 of 2)

otherwise plead to Plaintiff's Complaint is hereby granted.

CLERK OF COURT


BY: Patricia Azucena
DEPUTY CLERK

DATE

JAN 23 2013
A632845

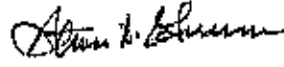
Submitted by:

PRINCE & KEATING


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

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CLERK OF THE COURT

NEO
DENNIS M. PRINCE
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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,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

NOTICE OF ENTRY OF DEFAULT AS
TO DEFENDANT BLUE STREAK
AUTO DETAILING, LLC

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,

PLEASE TAKE NOTICE that a Default was entered against Defendant Blue Streak Auto

...

...


...

PRINCE & KEATING
Attorneys At Law
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

1 Detailing, LLC on the 27th day of June, 2011, a copy of said Default is attached hereto.

2 DATED this 7 day of August, 2011.

3 PRINCE & KEATING

4 
5 DENNIS M. PRINCE

6 Nevada Bar No. 5092

7 3230 S. Buffalo Drive

8 Suite 108

9 Las Vegas, Nevada 89117

10 Attorney for Plaintiff's

11 Lee Pretner and Dana Andrew, as

12 Legal Guardians of Ryan T. Pretner;

13 and Ryan T. Pretner, individually

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(Page 1 of 2)

1 DEFT
 2 DENNIS M. PRINCE
 3 Nevada Bar No. 5092
 4 PRINCE & KEATING
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 6 Suite 108
 7 Las Vegas, Nevada 89117
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 10 DPrince@PrinceKeating.com
 11 Attorney for Plaintiff
 12 Lee Pretner and Dana Andrew, as
 13 Legal Guardians of Ryan T. Pretner;
 14 and Ryan T. Pretner, individually

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Alan J. Blum
 CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

12 LEE PRETNER and DANA ANDREW,
 13 AS LEGAL GUARDIANS OF RYAN T.
 14 PRETNER, an adult ward; and RYAN T.
 15 PRETNER, individually,

CASE NO.: A-11-632845-C
 DEPT. NO.: III

Plaintiffs,

vs.

DEFAULT

17 MICHAEL A. VASQUEZ, individually;
 18 BLUE STREAK AUTO DETAILING,
 19 LLC, a Nevada Limited Liability
 20 Company; DOES I through X, inclusive;
 21 and ROB BUSINESS ENTITIES I through
 22 X, inclusive,

Defendants.

23 IT APPEARING from the files and records in the above-captioned action that Defendant BLUE
 24 STREAK AUTO DETAILING LLC, herein, being duly served with a copy of the Summons and
 25 Complaint on the 7th day of April, 2011, that more than 20 days, exclusive of the day of service,
 26 having expired since service upon the Defendant; that no answer or other appearance having been
 27 filed and no further time having been granted, the default of the above-named Defendant for failing
 28

PRINCE & KEATING
 ATTORNEYS AT LAW
 3230 E. Buffalo Drive
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 Phone: (702) 228-6800

PL000283

R.App. 000672

(Page 2 of 2)

1 to answer or otherwise plead to Plaintiff's Complaint is hereby granted.

2 CLERK OF COURT

JUN 28 2011

3 BY: Patricia Azucena

4 DEPUTY CLERK

DATE

PATRICIA AZUCENA

ALB32845

5 Submitted by:

6 PRINCE & KEATING

7 MENNIS M. PRINCE

8 Nevada Bar No. 5092

9 3230 South Buffalo Drive

10 Suite 108

11 Las Vegas, Nevada 89117

12 Attorneys for Plaintiff

13 Les Pretner and Dana Andrew, as

14 Legal Guardians of Ryan T. Pretner;

15 and Ryan T. Pretner, individually

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(702) 735-1000

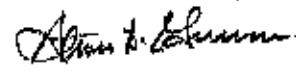
EXHIBIT "19"

EXHIBIT "19"

PL000285

R.App. 000674

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CLERK OF THE COURT

APPL
DENNIS M. PRINCE
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PRINCE & KEATING
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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,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

PLAINTIFFS' APPLICATION FOR
ENTRY OF DEFAULT JUDGMENT

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.

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

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

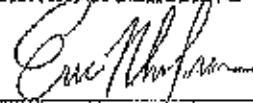
1 DETAILING, LLC, jointly and severally as set forth herein.

2 This Application is made on the grounds that a Default has been entered against said
3 Defendants for failure to answer or otherwise respond to the Complaint after being properly served
4 with the Summons and Complaint and that said Defendants are not in the military service of the
5 United States nor infants or incompetent persons.

6 This Application is based upon the Memorandum of Points and Authorities attached hereto,
7 the affidavit of Dennis M. Prince, Esq., attached hereto, the exhibits attached hereto, the pleadings on
8 file in this matter, and on any further information provided at the request of the Court.
9

10 Dated this 15 day of February, 2012.

11 PRINCE & KEATING

12 

13 DENNIS M. PRINCE

14 Nevada Bar No. 5092

15 ERIC N. TRAN

16 Nevada Bar No. 11876

17 Suite 108

18 Las Vegas, NV 89117

19 Attorneys for Plaintiffs

20 LEE PRETNER and DANA ANDREW, as Legal

21 Guardians of RYAN T. PRETNER

22
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PRINCE & KEATING
ATTORNEYS AT LAW
3290 South Buffalo Drive
Suite 108
LAS VEGAS, NEVADA 89117
PRINCE (702) 328-6000

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

1 cerebral edema; left temporal bone fracture; bilateral pulmonary contusion; and respiratory failure.
 2 That same day, Pretner underwent three emergency surgical procedures including a placement of a
 3 codman ICP monitor in his left frontal region; placement of a left subclavian triple lumen catheter;
 4 tracheostomy and a percutaneous endoscopy gastrostomy tube placement.
 5

6 On January 21, 2009, he also underwent surgical procedures for placement of right frontal
 7 ventriculostomy; left frontotemporoparietal craniotomy, decompressive hemicraniectomy, partial left
 8 frontal; and temporal lobectomies. On January 23, 2009, Pretner underwent a placement of a right
 9 femoral arterial line. On February 2, 2009, he underwent insertion of a peritoneal
 10 ventriculoperitoneal shunt. On February 18, 2009, he underwent a left frontal temporoparietal
 11 craniotomy and replacement of bone flap cranioplasty.
 12

13 Pretner was discharged from University Medical Center on February 21, 2009, with a
 14 diagnosis of traumatic brain injury. Notably, the physician notes indicate that while Pretner was
 15 deemed stable for transfer to a rehab facility, his mental status had not significantly improved during
 16 his stay and thus he was still in a comatose state. See University Medical Center Discharge Summary
 17 Attached hereto as Exhibit C.
 18

19 2) Kindred Hospital

20 From February 21, 2009 to April 29, 2009, Pretner was treated at Kindred Hospital Desert
 21 Springs. Medical records from Kindred Hospital indicate that Pretner remained in a comatose state
 22 and did not respond to commands. Notably, his Glasgow Coma Score was a 7 to 8. The medical
 23 records also stated that Pretner continued with aggressive pulmonary toiletting, breathing treatments
 24 and was fed through a feeding tube. In addition, Pretner was treated for ongoing pulmonary issues
 25 including pneumonia and was placed on antibiotics. See Kindred Hospital Discharge Summary
 26 attached hereto as Exhibit D.
 27
 28

1 3) Craig Hospital

2 From April 29, 2009 to September 9, 2009, he was transferred to Craig Hospital after there
3 were improvements in terms of his cognitive function. At Craig Hospital, he underwent rehabilitation
4 program for his traumatic brain injury. Records indicated that while he had cognitive and clinical
5 improvements in functional status, he was still experiencing difficulty with ongoing bradykinesia and
6 amnesia. In addition, he exhibited Parkinson's disease like symptoms. See Craig Hospital Discharge
7 Summary attached hereto as Exhibit E.
8

9 4) Desert Canyon Rehabilitation Hospital

10 From September 25, 2009 to October 22, 2009, he was transferred to Desert Canyon
11 Rehabilitation Hospital. Records indicate that during this time period, Pretner underwent 24 hour
12 nursing, physician monitoring, physical therapy, and occupational therapy. Records also indicate that
13 while Pretner was neurologically stable, cognitively, he continued to demonstrate poor insight. See
14 Desert Canyon Rehabilitation Hospital Discharge Summary attached hereto as Exhibit F.
15

16 5) Center For Neuro Skills

17 From October 22, 2009 to July 3, 2010, he underwent treatment at the Center for Neuro Skills
18 where he received physical therapy, occupational therapy, speech/language pathology treatment, and
19 educational therapy and counseling. Upon admission, it was noted that Pretner had severe residual
20 posttraumatic brain syndrome. In the physical area, he had problems in gait, equilibrium, balance,
21 motor strength, swallowing, speech, and a history of isolated seizures. In the cognitive area, he has
22 problems with maintaining attention, memory, language, and indications that he had deteriorating
23 cognitive motor skills. After 254 days of treatment, records indicate that he improved his short term
24 memory, and language skills. In addition, he was able to complete hygiene tasks such as dressing,
25 bathing, and grooming with minimal assistance. See Center for Neuro Skills Discharge Summary
26 attached hereto as Exhibit G.
27
28

1 6) Continued Treatment

2 From July 6, 2010 to the present, Pretner continued to receive neurological treatment at
3 various outpatient institutions to improve his cognitive ability. In particular, Pretner continued to
4 receive speech and language therapy, physical therapy, and physiological therapy. However, despite
5 Pretner's ongoing medical treatment, his prognosis remains poor. Specifically, Bess Chang, D.O.,
6 stated in medical reports that while Pretner has made a good recovery, Dr. Chang believes that there
7 will always be significant deficits. Dr. Chang opines that if Pretner were to improve, his improve
8 would reach its maximum at 15-20% in additional recovery. Notably, Dr. Chang also opines that
9 there may potentially be "regression" in his recovery when the therapies are stopped.
10

11 7) Ongoing Medical Problems

12 Despite Pretner's continue treatment, he still suffers from ongoing medical problems. His
13 medical records indicate that he still suffers from short term memory deficits and has persistent
14 balance problems. His speech has been described as slow and labored with a strained voice quality.
15 He is weak physically and has poor endurance. More importantly, Pretner continues to suffer from
16 seizures that lasts up to two minutes per occasion and induces violent shaking.
17

18 In addition, Pretner's psychologist, Louis F. Mortillaro, Ph.D. evaluated Pretner and
19 observed that he (Pretner) has moderate to severe deficits in his auditory and visual abilities. He is
20 moderate deficits in his simple and complex attention and concentration skills. He has below average
21 use of his practical judgment and common sense in problem solving situations. He continues to have
22 difficulty completing a task requiring focused attention to quickly scan, discriminate between, and
23 sequentially order visual information under the pressure of time constraints.
24

25 C. Medical Expenses Incurred

26 As a result of the accident, Pretner incurred the following medical expenses:
27
28

1	Provider	Dates of Service	Billings
2	DATE OF LOSS	1/12/09	
3	Henderson Fire and Rescue	1/12/09	\$1,011.07
4	University Medical Center	1/12/09 - 2/21/09	\$367,623.59
5	Western Regional Center for Brain & Spine Surgery	1/12/09 - 2/18/09	\$20,995.00
6	Jason H. Garber, M.D.		
7	Desert West Surgery	1/12/09 - 3/10/09	\$7,245.00
8	Terry R. Lewis, M.D.		
9	Desert Radiologists	1/12/09 - 12/09/10	\$5,117.00
10	Apex Medical Center	1/19/09 - 3/26/09	\$1,551.00
11	Electrodiagnostic Laboratory		
12	D. David Ezeanofue, M.D. and Karyn Duddy, M.D.		
13	Surgical Anesthesia Services	2/02/09 & 2/18/09	\$4,950.00
14	Clifford Friesen, M.D.		
15	Michael Bounassi, M.D.		
16	Prosthetic Center of Excellence	2/10/09	\$5,518.00
17	American Medical Response	2/21/09, 4/29/09 & 9/25/09	\$1,701.00
18	Kindred Hospital Desert Springs	2/21/09 - 4/29/09	\$368,633.50
19	Pulmonary Associates	2/23/09 - 4/28/09	\$3,355.00
20	Christopher Breeden, M.D.		
21	Amir Qureshi, M.D.	2/23/09 - 4/24/09	\$5,317.00
22	Ahmad F. Badary, M.D.	3/01/09 - 4/28/09	\$7,150.00
23	Sikisam Magoyag, M.D.	3/28/09 - 3/30/09	\$378.00
24	Columbine Ambulance	4/29/09	\$888.00
25	Littleton, Colorado		
26	Craig Hospital	4/29/09 - 9/25/09	\$479,697.51
27	Englewood, Colorado		
28	National Jewish Health South Denver	4/29/09 - 6/30/09	\$2,780.00

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Duluth Drive
Suite 100
Las Vegas, Nevada 89147
PHONE: (702) 226-6800

1	Provider	Dates of Service	Billings
2	(Physicians; Mountain, Fenton, Warner, Taryle)		
3	Carolyn L. Tiltquist, M.D.	4/30/09 - 7/27/09	\$4,590.00
4	Colorado Infectious Disease Associates		
5	Thomas Politzer, O.D. (Optometry)	4/30/09 - 8/26/09	\$544.00
6	Englewood, CO		
7	Radiology Imaging Associates	5/06/09 - 9/22/09	\$1,749.00
8	Englewood, CO		
9	ATG - Colorado, Inc.	7/30/09	\$7,826.00
10	(Shower Chair / Enhanced Manual Wheelchair)		
11	Desert Canyon Rehabilitation Hospital	9/25/09 - 10/22/09	\$68,944.92
12	Piروز Mashood	9/25/09 - 10/22/09	\$3,360.00
13	Medical Rehabilitation Associates		
14	Christopher Milford, M.D.	10/12/09 & 10/20/09	\$460.00
15	Bernadine Hanna, M.D.	10/21/09	\$390.00
16	Center for Neuro Skills	10/22/09 - 7/03/10	\$650,171.23
17	Bakersfield, CA		
18	William Schmalhorst, M.D.	10/23/09 - 4/22/10	\$1,061.50
19	Kern Pathology Medical Group		
20	Physicians Automated Laboratory		
21	Dynasplint Systems, Inc.	11/18/09 & 2/12/10	\$6,080.00
22	Quest Imaging	11/30/09 & 1/07/10	\$557.00
23	Fertility Center of Las Vegas	1/16/10	\$2,568.00
24	Said Doneshtmand, M.D.		
25	Carl Garbus, O.D. F.A.A.O.	2/10/10 - 5/31/10	\$880.00
26	Neuro Vision Rehabilitation Institute		
27	Valencia, CA		
28	Nevada Community Enrichment Program (NCEP)	7/05/10 - 11/12/10	\$52,731.00
	Rehabilitation Services		
	Vinco Sacco, M.Ed.		

PRINCE & KIMMING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 100
Las Vegas, Nevada 89119
Phone (702) 228-6800

1	Provider	Dates of Service	Billings
2	Werner Institute of Balance and Dizziness	7/20/10 – 1/28/11	\$16,842.20
3	Brian K. Werner, MPT	9/15/11 – 12/02/11	\$3,455.00
4	Total \$22,297.20		
5	Curts Poindexter, M.D.	7/23/10 & 8/16/10	\$500.00
6	Mountain Rehabilitation Services		
7	Bess Chang, D.O.	8/25/10 – 9/02/11	\$9,059.28
8	Medical Neurology		
9	Westfield Eye Center	8/27/10 – 2/04/11	\$485.00
10	Kenneth W. Houchin, M.D.		
11	Neurology Center of Nevada	9/14/10	\$350.00
12	Linda Brown, M.D.		
13	AMI Monitoring, Inc.	11/15/10 – 11/22/10	\$1,760.00
14	(Telementalphone Arrhythmia Monitoring for Dr. Chang)		
15	Speech Therapy Center of Excellence	11/17/10 – 1/12/11	\$4,175.00
16	Matt Smith Physical Therapy	11/19/10 – 10/31/11	\$22,785.00
17	St. Rose Dominican Hospital	11/21/10	\$4,943.00
18	Siona Campus	12/20/10	\$1,701.00
19	Total \$6,644.00		
20	Louis F. Mortillaro, Ph.D.	5/26/05 – 11/09/05	\$4,525.00
21	Psychologist	12/02/10 – 12/28/10	
22	Susan E. Schwartz, D.O.	12/06/10 – 2/17/11	\$585.72
23	E.N.T. Voice & Sinus Center of Nevada		
24	Steven Nguyen, O.D.	12/06/10	\$473.00
25	Optic Gallery		
26	Clinical Neurology Specialist	7/18/11	\$640.00
27	Leo Gennin, M.D.	10/24/11	\$370.00
28		12/05/11	\$13,000.00
	Total \$14,010.00		
	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.

1 D. Economic Losses

2 At the time of the accident, Pretner was only thirty seven (37) years old and was employed as
3 a Right-of-Way Agent with the State of Nevada Department of Transportation. In 2008, he earned
4 \$62,562.00 per year. At thirty seven years old, it was likely that he would have continued to work
5 and maintain his employment with the State of Nevada Department of Transportation until he
6 reached the retirement age of sixty-five (65). Thus it is likely that Pretner would have continued to
7 work for an additional twenty-eight (28) years. While his salary would have likely increased each
8 year as he gained more experience, but even assuming that his salary remained at \$62,562.00 for the
9 next twenty eight years, at minimum, Pretner's economic wage losses amount to \$1,626,612.00.
10

11 E. Procedural History

12 On January 7, 2011 Plaintiffs filed a Complaint against Defendants Michael Vasquez and
13 Blue Streak. See Plaintiff's Complaint attached hereto as Exhibit H. At the time of the accident,
14 Vasquez was a principal, officer, director, manager, employee and/or agent of Blue Streak and was
15 operating his truck while in the course and scope of his employment with Blue Streak. Blue Streak
16 was properly served on April 11, 2011. See Copy of Summons and Affidavit of Service for both
17 Defendants attached hereto as Exhibit I.
18

19 After Defendants failed to answer the Complaint, this Court entered a Default against both.
20 Defendants. See Default for both Defendants attached hereto as Exhibit J. On August 9, 2011,
21 Plaintiffs filed a Notice of Entry of Default as to both Defendants. See Notice of Entry of Default
22 attached hereto as Exhibit K. Plaintiffs now seek a judgment against Defendants Vasquez and Blue
23 Streak jointly and severally for damages.
24

25 ...

26 ...

27 ...

28 ...

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:

...

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.

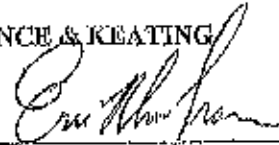
CONCLUSION

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

3230 South Buffalo Drive

Suite 108

Las Vegas, NV 89117

Attorney for Plaintiffs

*Lee Pretner and Dana Andrews as Legal Guardians
of Ryan T. Pretner, an Adult Ward*

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone (702) 220-0800

**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 & KILATING, 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.

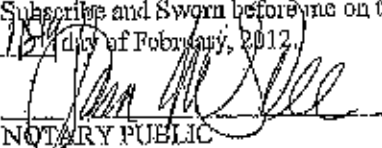
1 11. I declare under penalty of perjury that the foregoing is true and correct.

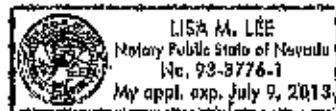
2 FURTHER AFFIANT SAYETH NAUGHT.

3 DATED this 16 day of February, 2012.

4
5 
6 DENNIS M. PRINCE

7 Subscribe and Sworn before me on this
8 16 day of February, 2012.


9 
10 NOTARY PUBLIC



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
ATTORNEYS AT LAW
3330 South Durango Drive
Suite 1000
Las Vegas, Nevada 89117
Phone (702) 230-6600

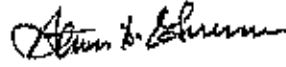
EXHIBIT "20"

EXHIBIT "20"

PL000301

R.App. 000690

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CLERK OF THE COURT

JUDGE
DENNIS M. PRINCE
Nevada Bar No. 5092
PRINCE & KRATING
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
(702) 228-6800
(702) 228-0443 facsimile
DPrince@PrinceKrating.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 GUARDJANS OF RYAN T.
PRETNER, an adult ward; and RYAN T.
PRETNER, individually,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

DEFAULT JUDGMENT

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.

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 & KRATING
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 NRCIP 55(b)(2). According to *Lomastro v. American Family Insurance Group*, 124 Nev. 1060, 195 P.3d 939 (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.

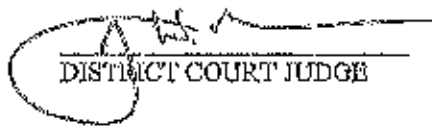
3. As a result of the negligence of the Defendants, Pretner sustained catastrophic and life altering injuries. Among the injuries Pretner sustained was a severe traumatic brain injury. For a significant period of time following the accident, Pretner was in a comatose state. Pretner underwent extensive medical work up and treatment. Pretner is now disabled from working.

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 \$ ²²5,155,396. 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 14 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 S. Buffalo Drive
Suite 108
LAS VEGAS, NEVADA 89117
PHONE (702) 228-6800

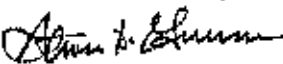
EXHIBIT "21"

EXHIBIT "21"

PL000305

R.App. 000694

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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,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

NOTICE OF ENTRY OF DEFAULT
JUDGMENT

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.

PLEASE TAKE NOTICE that a Default Judgment was entered in the above-entitled matter

...

...


...

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

1 on the 11th day of April, 2012, a copy of which is attached hereto.

2 DATED this 11th day of April, 2012.

3 PRINCE & KEATING

4 
5 DENNIS M. PRINCE

6 Nevada Bar No. 5092

7 3230 S. Buffalo Drive

8 Suite 108

9 Las Vegas, Nevada 89117

10 Attorney for Plaintiffs

11 Lee Pretner and Dana Andrew, as

12 Legal Guardians of Ryan T. Pretner;

13 and Ryan T. Pretner, individually

14 CERTIFICATE OF MAILING

15 I hereby certify that on the 11th day of April, 2012, I caused service of the foregoing

16 NOTICE OF ENTRY OF DEFAULT JUDGMENT to be made by depositing a true and correct

17 copy of same in the United States Mail, postage fully prepaid, addressed to the following:

18 George M. Ranalli, Esq.

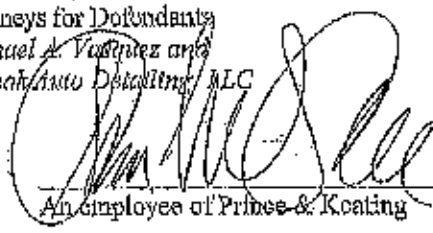
19 2400 West Horizon Ridge Parkway

20 Henderson, NV 89052

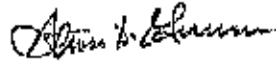
21 Attorneys for Defendants

22 Michael A. Vasquez and

23 Blue Streak Auto Detailing, LLC

24 
25 An employee of Prince & Keating

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CLERK OF THE COURT

1 JUDGE
2 DENNIS M. PRINCE
3 Nevada Bar No. 5092
4 **PRINCE & KEATING**
5 3230 S. Buffalo Drive
6 Suite 108
7 Las Vegas, Nevada 89117
8 (702) 228-6800
9 (702) 228-0443 facsimile
10 *DPrince@PrinceKeating.com*
11 Attorney for Plaintiffs
12 *Lee Pretner and Dana Andrew, as*
13 *Legal Guardians of Ryan T. Pretner;*
14 *and Ryan T. Pretner, individually*

DISTRICT COURT
CLARK COUNTY, NEVADA

15 LEE PRETNER and DANA ANDREW,
16 AS LEGAL GUARDIANS OF RYAN T.
17 PRETNER, an adult ward; and RYAN T.
18 PRETNER, individually,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

DEFAULT JUDGMENT

19 MICHAEL A. VASQUEZ, individually;
20 BLUE STREAK AUTO DETAILING,
21 LLC, a Nevada Limited Liability
22 Company; DOES I through X, inclusive;
23 and ROE BUSINESS ENTITIES I through
24 X, inclusive,

Defendants.

25 This matter comes on for hearing on April 11, 2012 on Plaintiffs' Application for Entry of
26 Default Judgment. Dennis M. Prince appearing on behalf of the Plaintiffs and no one appearing on
27 behalf of the Defendants.
28

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

1 This is an action for personal injuries arising out of an accident that occurred on or about
 2 January 12, 2009. Plaintiffs filed their Complaint on January 7, 2011, seeking to recover for
 3 substantial bodily injury sustained by Ryan Pretner caused by the Defendants. A Default was entered
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 6 Application for Default Judgment pursuant to NRCF 55(b)(2). According to *Lomastro v. American*
 7 *Family Insurance Group*, 124 Nev. 1060, 195 P.3d 339 (2009), a default against both Defendants
 8 constitutes an admission by the Defendants of all material facts alleged in the Complaint. Further,
 9 the entry of default against the Defendants resolves the issues of liability and causation on all claims
 10 for relief in Plaintiffs' Complaint leaving open only the extent of damages.
 11

12 Based upon the foregoing, the Court finds and enters judgment as follows:

13
 14 1. On January 12, 2009, Ryan T. Pretner was riding his bicycle traveling eastbound on
 15 the paved shoulder of St. Rose Parkway. While riding his bicycle, Defendant Vasquez negligently
 16 collided with Pretner violently throwing him from his bicycle to the ground resulting in serious,
 17 catastrophic and life altering injuries.
 18

19 2. At the time of the accident, Vasquez was an employee and/or agent of Defendant Blue
 20 Streak Auto Detailing, LLC. At the time of the accident, Vasquez was in the course and scope of his
 21 employment and/or agency of Blue Streak acting in furtherance of its business interests.
 22 Accordingly, Defendant Blue Streak is legally liable for the injuries and damages sustained by
 23 Pretner caused by Defendant Vasquez's negligence.
 24

25 3. As a result of the negligence of the Defendants, Pretner sustained catastrophic and life
 26 altering injuries. Among the injuries Pretner sustained was a severe traumatic brain injury. For a
 27 significant period of time following the accident, Pretner was in a comatose state. Pretner underwent
 28 extensive medical work up and treatment. Pretner is now disabled from working.

FRANCIS & JEFFERSON
 ATTORNEYS AT LAW
 300 South Main Street
 Suite 100
 Las Vegas, Nevada 89101
 Phone (702) 220-0000

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 \$6,293.99 and attorney's fees in the amount of \$ 5,155,396.²⁰ 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

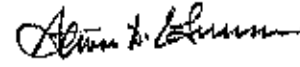
Respectfully submitted by:

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*

PRINCE & KEATING
Attorneys at Law
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone (702) 220-6500

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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,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

NOTICE OF ENTRY OF DEFAULT
JUDGMENT

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.

PLEASE TAKE NOTICE that a Default Judgment was entered in the above-entitled matter

...

...

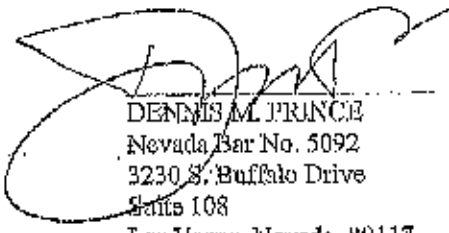
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PRINCE & KEATING
ATTORNEYS AT LAW
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Phone: (702) 228-6800

on the 11th day of April, 2012, a copy of which is attached hereto.

DATED this 11 day of April, 2012.

PRINCE & KEATING

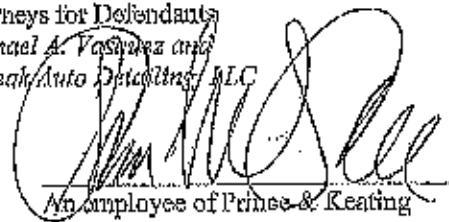


DENNIS M. PRINCE
Nevada Bar No. 5092
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
Attorney for Plaintiffs
*Lee Pretner and Dana Andrew, as
Legal Guardians of Ryan T. Pretner;
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CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2012, I caused service of the foregoing
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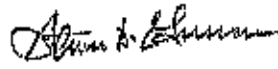
George M. Ranalli, Esq.
2400 West Horizon Ridge Parkway
Henderson, NV 89052
Attorneys for Defendants
*Michael A. Vasquez and
Blue Streak Auto Detailing, LLC*



An employee of Prince & Keating

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
PHONE (702) 228-6500

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CLERK OF THE COURT

1 JUDGE
2 DENNIS M. PRINCE
3 Nevada Bar No. 5092
4 PRINCE & KEATING
5 3230 S. Buffalo Drive
6 Suite 108
7 Las Vegas, Nevada 89117
8 (702) 228-6800
9 (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

13 LEE PRETNER and DANA ANDREW,
14 AS LEGAL GUARDIANS OF RYAN T.
15 PRETNER, an adult ward; and RYAN T.
16 PRETNER, individually,
17 Plaintiffs,

18 vs.

19 MICHAEL A. VASQUEZ, individually;
20 BLUE STEEL AUTO DETAILING,
21 LLC, a Nevada Limited Liability
22 Company; DOES I through X, inclusive;
23 and ROE BUSINESS ENTITIES I through
24 X, inclusive,
25 Defendants.

CASE NO.: A-11-632845-C
DEPT. NO.: III

DEFAULT JUDGMENT

26 This matter comes on for hearing on April 11, 2012 on Plaintiffs' Application for Entry of
27 Default Judgment. Dennis M. Prince appearing on behalf of the Plaintiffs and no one appearing on
28 behalf of the Defendants.

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

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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 |
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| 4. | Future pain and suffering and loss of enjoyment of life: | \$5,000,000.00 |
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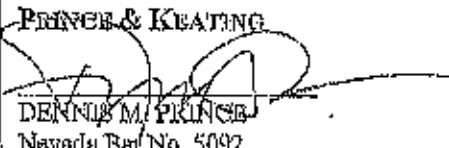
A total judgment in the amount of \$12,888,492.66 is hereby entered in favor of Plaintiffs and against the Defendants plus costs in the amount of \$6,295.99 and attorney's fees in the amount of \$ 5,156,396.³² Plaintiffs shall also be entitled to interest as allowed by Nevada law from the date of entry 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
Suite 108
Las Vegas, Nevada 89117
Telephone (702) 220-6000

EXHIBIT "22"

EXHIBIT "22"

PL000316

R.App. 000705

1 OSCC

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2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

Alvin L. Lavin
CLERK OF THE COURT

4 * * * *

5 LEE PRETNER, PLAINTIFF(S)

CASE NO.: A-11-632845-C

6 VS.

7 MICHAEL VASQUEZ,

DEPARTMENT 3

8 DEFENDANT(S)

9 CIVIL ORDER TO STATISTICALLY CLOSE CASE

10 Upon review of this matter and good cause appearing,

11 IT IS HEREBY ORDERED that the Clerk of the Court is hereby directed to
12 statietically close this case for the following reason:

13 DISPOSITIONS:

- 14 ☐ Voluntary Dismissal
15 ☐ Transferred (before/during trial)
16 ☐ Involuntary (statutory) Dismissal
17 ☐ Judgment on Arbitration Award
18 ☐ Stipulated Dismissal
19 ☒ Stipulated Judgment
20 ☐ Default Judgment
21 ☐ Motion to Dismiss (by Defendant)
22 ☐ Summary Judgment
23 ☐ Non-Jury (bench) Trial
24 ☐ Jury Trial

25 DATED this 9th day of May, 2012.

26
27 *Douglas W. Herndon*
28 DOUGLAS W. HERNDON
DISTRICT COURT JUDGE

PL000317

R.App. 000706

EXHIBIT “23”

EXHIBIT “23”

PL000318

R.App. 000707

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 keeper's policy issued by Century Insurance Company (hereinafter "Century") to Blue Streak, Policy No. CCR502869 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. 01-061267 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.

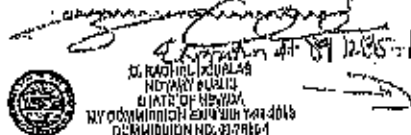
6. In exchange for a covenant not to execute, Vasquez and Blue Streak hereby assign to Pretner all of their rights, interests, and the claims in the policy of insurance issued by Century or any other applicable insurer (except Progressive as described above) for any claims, causes of action arising under 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 NRCF 33(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 the \$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.



Practical Details
Clark County, NV
 this 20th day of October, 2011

Dana Andrew
 LEGAL GUARDIAN FOR RYAN T. PRETNER.

Michael A. Vasquez and Blue Streak
 MICHAEL A. VASQUEZ and BLUE STREAK
 AUTO DETAILING, LLC

DENNIS M. PRINCE
 Nevada Bar No. 5092
PRINCE & KEATING
 3230 South Buffalo Drive
 Suite 108
 Las Vegas, Nevada 89117
 Telephone: (702) 228-6800
 Facsimile: (702) 228-0443
 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

EXHIBIT	DOCUMENT	PAGE
32	Century's entire claim file as produced by Century pursuant to FRCP 26(f) and LR 26-1.	PL000320-000552

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 progressive and advised her of this default. Century had no coverage and cannot defend insured against same.

Activity Log on 5/16/2011 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. Vinses states claim handling transferred to new adjuster Pam Torres in Vegas 702-215-7752 claim #092201426. 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,

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 CCP502869 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: \$ 514.50 Total 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 45mph. 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-Ps 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.

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 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.

Activity Log on 4/8/2009 by Charles Holland

Received call from father and sister of clmt, 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 following 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 the 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 09:35:49 -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

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A DIVISION OF WORLDWIDE FACILITIES, INC.
725 SOUTH FIGUEROA STREET / SUITE 1900 / LOS ANGELES, CA 90017
www.HeritageGeneral.com

TEL (213) 236-4600
FAX (213) 244-9644
LICENSE # 0414108

March 27, 2009

Claims Department
Century Surety Company
4722 N. 24th St. Suite 200
Phoenix, AZ 85016

Fax # (614) 823-6397

RE: BLUE STREAK AUTO DETAILING
Policy No.: CCP502869
Term: 6/27/08 to 6/27/09

Dear Claims:

CLAIMANT: Pretner, Ryan Terry
DOL: 3/26/09
DESCRP: Alleged to being hit by insured's car mirror

- * 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 _____ Adjustor _____

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

This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of the message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to us via the United States Postal Service. Thank you.



Garage Coverage Policy

GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YYYY)

3/26/2009

AGENCY The Harris Agency 5105 S. Durango Drive Suite 100 Las Vegas NV 89113 FAX (A/C, No): (702) 368-1155 E-MAIL ADDRESS: CODE: AGENCY CUSTOMER ID: 00001979	PHONE (A/C, No, Ext): (702) 368-1144	NOTICE OF OCCURRENCE NOTICE OF CLAIM EFFECTIVE DATE 6/27/2008 EXPIRATION DATE 6/27/2009 POLICY TYPE <input checked="" type="checkbox"/> OCCURRENCE CLAIMS MADE RETROACTIVE DATE 03/30/2009 06:33 JJKARP New loss - assign to Charles	DATE OF OCCURRENCE AND TIME 3/26/2009 12:00 AM DATE OF CLAIM 3/26/2009 PM PREVIOUSLY REPORTED YES NO
COMPANY Century Surety Company		MISCELLANEOUS INFO (Site & location code)	
POLICY NUMBER CCP502869			

INSURED		CONTACT		CONTACT INSURED	
NAME AND ADDRESS Blue Streak Auto Detailing, LLC 3675 E. Post Road, Suite B Las Vegas NV 89120		SOC SEC # OR FEIN:		NAME AND ADDRESS MICHAEL VASQUEZ	
RESIDENCE PHONE (A/C, No)		BUSINESS PHONE (A/C, No, Ext) (702) 286-8450		RESIDENCE PHONE (A/C, No)	
CELL PHONE (A/C, No)		E-MAIL ADDRESS mav7778@yahoo.com		BUSINESS PHONE (A/C, No, Ext)	
				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	PROD/COMP OP AGG	PERS & ADV INJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE	PD
UMBRELLA/EXCESS	UMBRELLA	EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM/OCC	SIR/DED

TYPE OF LIABILITY

PREMISES: INSURED IS	OWNER	TENANT	OTHER	TYPE OF PREMISES
OWNER'S NAME & ADDRESS (If not insured)				OWNERS PHONE (A/C, No, Ext):
PRODUCTS: INSURED IS	MANUFACTURER	VENDOR	OTHER	TYPE OF PRODUCT
MANUFACTURER'S NAME & ADDRESS (If not insured)				MANUFACT 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 RODDENBERRY ST LAS VEGAS NV 89123		PHONE (A/C, No, Ext)	
AGE 37	SEX M	OCCUPATION	EMPLOYER'S NAME & ADDRESS
DESCRIBE INJURY FATALITY SEVERE HEAD INJURY		WHERE TAKEN UMS	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

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CSC000007

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CF000007
R.App. 000717



GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YYYY)

3/26/2009

AGENCY The Harris Agency 5105 S. Durango Drive Suite 100 Las Vegas NV 89113 FAX (A/C, No): (702) 368-1155 E-MAIL Address: CODE: AGENCY CUSTOMER ID: 00001979	PHONE (A/C, No, Ext): (702) 368-1144	NOTICE OF OCCURRENCE NOTICE OF CLAIM EFFECTIVE DATE 6/27/2008	DATE OF OCCURRENCE AND TIME 3/26/2009 12:00 EXPIRATION DATE 6/27/2009	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM POLICY TYPE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	DATE OF CLAIM 3/26/2009 PREVIOUSLY REPORTED YES NO RETROACTIVE DATE
CENTURY SURETY COMPANY		MISCELLANEOUS INFO (Site & location code)			
POLICY NUMBER CCP502869		REFERENCE NUMBER			

INSURED NAME AND ADDRESS Blue Streak Auto Detailing, LLC 3675 E. Post Road, Suite B Las Vegas NV 89120		CONTACT NAME AND ADDRESS MICHAEL VASQUEZ		CONTACT INSURED	WHERE TO CONTACT
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext) (702) 286-8450	RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)	WHEN TO CONTACT	
CELL PHONE (A/C, No)	E-MAIL ADDRESS mav7778@yahoo.com	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	PROD/COMP OP AGG	PERS & ADV INJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE	PD BI
UMBRELLA/EXCESS	UMBRELLA	EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM/OCC	SIR/DED

TYPE OF LIABILITY

PREMISES: INSURED IS	OWNER	TENANT	OTHER:	TYPE OF PREMISES
OWNER'S NAME & ADDRESS (If not insured)				OWNERS PHONE (A/C, No, Ext):
PRODUCTS: INSURED IS	MANUFACTURER	VENDOR	OTHER:	TYPE OF PRODUCT
MANUFACTURER'S NAME & ADDRESS (If not insured)				MANUFACTURE 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 RODDENBERRY ST 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 FATALITY SEVERE HEAD INJURY		WHERE TAKEN UMS
WHAT WAS INJURED DOING? RIDING A BIKE		
DESCRIBE PROPERTY (Type, model, etc.)	ESTIMATE AMOUNT	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

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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.

Jackie Davis (702) 368-1155

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT SCENE INFORMATION SHEET Revised 1/14/04				Accident Number:	
Date Reported: 01/14/04		<input type="checkbox"/> 1) Urban <input type="checkbox"/> 1) Emergency Use <input type="checkbox"/> 1) Preliminary Report <input type="checkbox"/> 1) Investigation <input type="checkbox"/> 1) Left End Run <input type="checkbox"/> 2) Rural <input checked="" type="checkbox"/> 2) Police Report <input checked="" type="checkbox"/> 2) Initial Report <input type="checkbox"/> 2) Supplemental Report <input type="checkbox"/> 2) Private Property				<input type="checkbox"/> 1) Property <input checked="" type="checkbox"/> 2) Injury <input type="checkbox"/> 3) Death	
Collision Date: 01/12/2009		Time: 17:22		Day: 2		Beat / Sector: _____ <input type="checkbox"/> 1) County <input checked="" type="checkbox"/> 2) City: HENDERSON	
Agency Name: HENDERSON POLICE DEPARTMENT		Surface: <input checked="" type="checkbox"/> 1) Asphalt <input type="checkbox"/> 2) Concrete <input type="checkbox"/> 3) Gravel <input type="checkbox"/> 4) Dirt <input type="checkbox"/> 5) Other		Intersect: <input type="checkbox"/> 1) Perpendicular <input type="checkbox"/> 2) Frontal (T) <input type="checkbox"/> 3) T <input type="checkbox"/> 4) Y <input type="checkbox"/> 5) Unknown		Paddle Markers: <input type="checkbox"/> 1) None <input type="checkbox"/> 2) Left Side <input type="checkbox"/> 3) Right Side <input type="checkbox"/> 4) Both Sides <input type="checkbox"/> 5) Unknown	
Mile Marker: _____		# Vehicles: 1		# Non Motorists: 0		# Occupants: 1	
# Fatalities: 0		# Injured: 1		# Restrained: 1			
Occurred On: (Highway # or Street Name) <input type="checkbox"/> 1) At Intersection With: _____ <input checked="" type="checkbox"/> 2) On: 1346.00 <input checked="" type="checkbox"/> 3) East <input type="checkbox"/> 4) West <input checked="" type="checkbox"/> 5) Approaching: EAST OF (Cross Street) EXECUTIVE AIRPORT DR							
Roadway Character		Roadway Conditions		Total thru Lanes		Average Roadway Widths	
<input type="checkbox"/> 1) Curve & Grade <input type="checkbox"/> 2) Curve & Intersection <input type="checkbox"/> 3) Curve & Level <input type="checkbox"/> 4) Straight & Grade <input type="checkbox"/> 5) Straight & No Grade <input checked="" type="checkbox"/> 6) Straight & Level <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Other		<input checked="" type="checkbox"/> 1) Dry <input type="checkbox"/> 2) Aqueous <input type="checkbox"/> 3) Ice <input type="checkbox"/> 4) Standing Water <input type="checkbox"/> 5) Oil <input type="checkbox"/> 6) Marking Wides <input type="checkbox"/> 7) Snow <input type="checkbox"/> 8) Unknown <input type="checkbox"/> 9) Sand / Mud / Oil / Dirt / Gravel <input type="checkbox"/> 10) Other		Main Road: <input type="checkbox"/> 1) One <input type="checkbox"/> 2) Two <input checked="" type="checkbox"/> 3) Three <input type="checkbox"/> 4) Four <input type="checkbox"/> 5) Five <input type="checkbox"/> 6) More Total All Lanes: 3		Travel Lane: 36 Ft Storage / Turn Lane: 10 Ft Median: _____ Paved Shoulder: Inside 10 Outside 4	
Pavement Markings and Type		Highway Description		Weather Conditions		Roadway Grade	
<input type="checkbox"/> 1) Centerline, Broken Yellow <input type="checkbox"/> 2) Centerline, Solid Yellow <input type="checkbox"/> 3) Centerline, Double Yellow <input type="checkbox"/> 4) Lane Line, Broken White <input type="checkbox"/> 5) Lane Line, Solid White <input type="checkbox"/> 6) No Markings, Right Direction <input type="checkbox"/> 7) Turn Arrow Symbols <input type="checkbox"/> 8) Center Turn Lane Line <input type="checkbox"/> 9) Edge Line, Left Yellow <input type="checkbox"/> 10) Edge Line, Right White <input type="checkbox"/> 11) Other		<input type="checkbox"/> 1) Two-Way, Not Divided <input checked="" type="checkbox"/> 2) Two-Way, Divided, Unseparated <input type="checkbox"/> 3) Two-Way, Divided, Median Barrier <input type="checkbox"/> 4) One-Way, Not Divided <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Left Road		<input checked="" type="checkbox"/> 1) Clear <input type="checkbox"/> 2) Cloudy <input type="checkbox"/> 3) Rain <input type="checkbox"/> 4) Snow <input type="checkbox"/> 5) Sleet <input type="checkbox"/> 6) Fog <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Windy / and, Dirt, Soil, Snow <input type="checkbox"/> 9) Other		<input type="checkbox"/> 1) Not Determined <input checked="" type="checkbox"/> 2) Slightly Level <input type="checkbox"/> 3) Up Slope (+) <input type="checkbox"/> 4) Down Slope (-)	
Light Conditions		Vehicle Collision Type		Location of First Event			
<input type="checkbox"/> 1) Dark <input checked="" type="checkbox"/> 2) Dark - No Roadway Lighting <input type="checkbox"/> 3) Dark - Spot Roadway Lighting <input type="checkbox"/> 4) Daylight <input type="checkbox"/> 5) Dark - Continuous Roadway Lighting <input type="checkbox"/> 6) Unknown <input type="checkbox"/> 7) Dark - Unknown Roadway Lighting <input type="checkbox"/> 8) Other		<input type="checkbox"/> 1) Head On <input type="checkbox"/> 2) Rear to Rear <input type="checkbox"/> 3) Rear End <input type="checkbox"/> 4) Side-swipe - Sweeping <input type="checkbox"/> 5) Backing <input checked="" type="checkbox"/> 6) Side-swipe - Overlapping <input type="checkbox"/> 7) Left - Collision <input type="checkbox"/> 8) Unknown		<input type="checkbox"/> 1) Travel Lane <input type="checkbox"/> 2) Turn Lane <input checked="" type="checkbox"/> 3) Ditch <input type="checkbox"/> 4) Shoulder <input type="checkbox"/> 5) Other		<input type="checkbox"/> 1) Ramp <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Private Property <input type="checkbox"/> 4) Roadside <input type="checkbox"/> 5) Other	
Highway / Environment Factors		Property Damage To Other Than Vehicle					
<input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 2) Shoulder <input type="checkbox"/> 3) Run, Ramps, Bumps <input type="checkbox"/> 4) Weather <input type="checkbox"/> 5) Road Obstruction <input type="checkbox"/> 6) Active Work Zone <input type="checkbox"/> 7) Debris <input type="checkbox"/> 8) Work Traffic Surface <input type="checkbox"/> 9) Inactive Work Zone <input type="checkbox"/> 10) Other <input type="checkbox"/> 11) Vgl, icy, Snow, Slush <input type="checkbox"/> 12) Unknown		Describe Property Damage: Owner's Name: Owner's Address: (Street Address City, State Zip)		<input type="checkbox"/> 1) Owner Notified			
First Harmful Event							
Code #: 202		Description: PEDAL CYCLIST					
Description of Accident / Narrative							
A.I.C.: RT MIRROR TO HELMET OF BICYCLIST							
<input type="checkbox"/> 1) Continued On Back of Before Information Sheet							
Investigation Complete		Photos Taken		Scene Diagram		Statements	
<input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No		<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No # 1	
Investigator(s)		ID Number		Date		Date Notified	
MATUSZAK JR., ROGER H		794		01/12/2009		01/12/2009	
Reviewed By		Date Reviewed		Reviewed By		Date Reviewed	
				GAYER883		01/20/2009	

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 11/4/04</small>		Accident Number:	
Vehicle # 0001		# Occupants 1		Agency Name: HENDERSON POLICE DEPARTMENT	
<input type="checkbox"/> 1) A Front <input type="checkbox"/> 2) Non-Collision Vehicle		<input type="checkbox"/> 1) A Front <input type="checkbox"/> 2) Non-Collision Vehicle		Travel Lane #:	
Direction of Travel: <input type="checkbox"/> 1) North <input type="checkbox"/> 2) South <input type="checkbox"/> 3) East <input type="checkbox"/> 4) West		Highway / Street Name: ST ROSE PARKWAY		Travel Lane #:	
Vehicle <input type="checkbox"/> 1) Vehicle <input type="checkbox"/> 2) Left Turn <input type="checkbox"/> 3) U-Turn <input type="checkbox"/> 4) Wrong Way <input type="checkbox"/> 5) Passing <input type="checkbox"/> 6) Leaving Pledge <input type="checkbox"/> 7) Lapsing Lane <input type="checkbox"/> 8) Enter Pledge <input type="checkbox"/> 9) Exit a Pledge <input type="checkbox"/> 10) U-Turn Actions: <input type="checkbox"/> 1) Braking <input type="checkbox"/> 2) Right Turn <input type="checkbox"/> 3) U-Turn <input type="checkbox"/> 4) Stopped <input type="checkbox"/> 5) 1st Gear <input type="checkbox"/> 6) 2nd Gear <input type="checkbox"/> 7) 3rd Gear <input type="checkbox"/> 8) 4th Gear <input type="checkbox"/> 9) 5th Gear <input type="checkbox"/> 10) 6th Gear					
Driver: Last Name, First Name, Middle Name (Last) VASQUEZ, MICHAEL ANTHONY				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Fire <input type="checkbox"/> 4) Unknown	
Street Address: 1886 VIA FIRENZA				Transported To:	
City: HENDERSON		State / Country: NV		Zip Code: 89044	
DOB: 10/28/1988		Phone Number: (702) 755-2108		Injury Severity: 0	
Injury Location:		Airbag: 02		Ejected: 01	
State: NV		Class: B		Trapped: 0	
Compliance:		Endorsements:		Restrictions:	
<input type="checkbox"/> 1) Driver's License <input type="checkbox"/> 2) Non-Collision Vehicle <input type="checkbox"/> 3) Suspended License <input type="checkbox"/> 4) Driver's License <input type="checkbox"/> 5) Driver's License <input type="checkbox"/> 6) Driver's License		<input type="checkbox"/> 1) Driver's License <input type="checkbox"/> 2) Non-Collision Vehicle <input type="checkbox"/> 3) Suspended License <input type="checkbox"/> 4) Driver's License <input type="checkbox"/> 5) Driver's License <input type="checkbox"/> 6) Driver's License		<input type="checkbox"/> 1) Driver's License <input type="checkbox"/> 2) Non-Collision Vehicle <input type="checkbox"/> 3) Suspended License <input type="checkbox"/> 4) Driver's License <input type="checkbox"/> 5) Driver's License <input type="checkbox"/> 6) Driver's License	
Vehicle Year: 2007		Vehicle Make: FORD		Vehicle Model: F-150	
Plate / Permit No.: JSTDLD		State: NV		Expiration Date: 12/7/2008	
Vehicle Identification Number: 1FTPW14527K022209		Registered Owner Name: VASQUEZ, MICHAEL ANTHONY		Registered Owner Address: 1886 VIA FIRENZA, HENDERSON, NEVADA 89044	
Insurance Company Name: PROGRESSIVE		Policy Number: 68006848-4		Effective Date: 11/09/2008	
Insurance Company Address or Phone Number: 1-800-274-4489		To: 06/09/2009			
<input type="checkbox"/> 1) Vehicle Towed <input type="checkbox"/> 2) Towed By:		<input type="checkbox"/> 1) Vehicle Towed <input type="checkbox"/> 2) Towed By:		<input type="checkbox"/> 1) Vehicle Towed <input type="checkbox"/> 2) Towed By:	
Traffic Control: <input type="checkbox"/> 1) Stop Sign <input type="checkbox"/> 2) Stop Light <input type="checkbox"/> 3) Stop Sign <input type="checkbox"/> 4) Stop Sign <input type="checkbox"/> 5) Stop Sign <input type="checkbox"/> 6) Stop Sign <input type="checkbox"/> 7) Stop Sign <input type="checkbox"/> 8) Stop Sign <input type="checkbox"/> 9) Stop Sign <input type="checkbox"/> 10) Stop Sign		Distance Traveled After Impact: 250' 0"		Speed Estimate: From: 45 To: 55 Loss: 55	
<input type="checkbox"/> 1) Stop Sign <input type="checkbox"/> 2) Stop Light <input type="checkbox"/> 3) Stop Sign <input type="checkbox"/> 4) Stop Sign <input type="checkbox"/> 5) Stop Sign <input type="checkbox"/> 6) Stop Sign <input type="checkbox"/> 7) Stop Sign <input type="checkbox"/> 8) Stop Sign <input type="checkbox"/> 9) Stop Sign <input type="checkbox"/> 10) Stop Sign		Sequence of Events: Code # 214 Description MOTOR VEHICLE IN TRANSPORT		Extent of Damage: <input type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Moderate <input type="checkbox"/> 3) Major <input type="checkbox"/> 4) Unknown	
<input type="checkbox"/> 1) Stop Sign <input type="checkbox"/> 2) Stop Light <input type="checkbox"/> 3) Stop Sign <input type="checkbox"/> 4) Stop Sign <input type="checkbox"/> 5) Stop Sign <input type="checkbox"/> 6) Stop Sign <input type="checkbox"/> 7) Stop Sign <input type="checkbox"/> 8) Stop Sign <input type="checkbox"/> 9) Stop Sign <input type="checkbox"/> 10) Stop Sign		Violation: Violation:		Action Number: Action Number:	
Investigator(s): MATUSZAK JR., ROGER H		ID Number: 794		Date: 01/12/2009	
Reviewed By: GAYER883		Date Reviewed: 01/20/2009		Date Reviewed:	

Vehicle Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 01/04</small>		Accident Number:	
				Agency Name: HENDERSON POLICE DEPARTMENT	
Name: (Last Name, First Name, Middle Name, Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:	State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB:	Phone Number:	Injury Severity:	Injury Location:	
		Airbags:	Airbag Switch:	Ejected:	Trapped:
Name: (Last Name, First Name, Middle Name, Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:	State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB:	Phone Number:	Injury Severity:	Injury Location:	
		Airbags:	Airbag Switch:	Ejected:	Trapped:
Name: (Last Name, First Name, Middle Name, Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:	State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB:	Phone Number:	Injury Severity:	Injury Location:	
		Airbags:	Airbag Switch:	Ejected:	Trapped:
<input type="checkbox"/> 1) Trailing Unit 1 VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<input type="checkbox"/> 1) Trailing Unit 2 VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<input type="checkbox"/> 1) Trailing Unit 3 VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<div style="display: flex; justify-content: space-between;"> <div> <p>Choose Vehicle Configuration</p> <p><input type="checkbox"/> 1) Bus, 8 - 18 Occupants <input type="checkbox"/> 4) Tractor Only <input type="checkbox"/> 11) Tractor / Road Trailer</p> <p><input type="checkbox"/> 2) Bus, > 18 Occupants <input type="checkbox"/> 5) Tractor / Trailer <input type="checkbox"/> 12) Passenger Vehicle (Box-Van)</p> <p><input type="checkbox"/> 3) Single 2 Axis and 6 Tires <input type="checkbox"/> 6) Tractor / Doubler <input type="checkbox"/> 13) Light Truck (Pickup)</p> <p><input type="checkbox"/> 4) Single > 3 Axis <input type="checkbox"/> 7) Trailer / Triplet <input type="checkbox"/> 14) Other Heavy Vehicle</p> <p><input type="checkbox"/> 5) Any 4 Tire Vehicle <input type="checkbox"/> 10) Truck with Trailer</p> </div> <div> <p>Source</p> <p><input type="checkbox"/> 1) Driver <input type="checkbox"/> 4) Late Reg.</p> <p><input type="checkbox"/> 2) Log Book <input type="checkbox"/> 5) Idle 24 Vehicle</p> <p><input type="checkbox"/> 3) Shipping Express / Trip Manifest <input type="checkbox"/> 6) Other</p> </div> </div>					
Carrier Name:		Power Unit GVWR		<input type="checkbox"/> 1) Gas-Lit <input type="checkbox"/> 2) Diesel	
Carrier Street Address:		City:	State: <input type="checkbox"/> 1) NV	Zip:	
<p>Cargo Body Type</p> <p><input type="checkbox"/> 1) Flat <input type="checkbox"/> 4) Van / Box <input type="checkbox"/> 11) Truck, Gravel Chute</p> <p><input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 8 - 18 Occupants</p> <p><input type="checkbox"/> 3) Dump <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 18 Occupants</p> <p><input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other</p> <p><input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable</p>		Placed #:	Type of Carrier	NAB Safety Report #:	
		Dimension #:	<input type="checkbox"/> 1) Single Step <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None	Carrier Number:	

Vehicle Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 11/04</small>		Accident Number:	
Vehicle # 0002	# Occupants 1	<input type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Not Control Vehicle		Agency Name: HENDERSON POLICE DEPARTMENT	
Direction of Travel: <input type="checkbox"/> 1) North <input checked="" type="checkbox"/> 2) East <input type="checkbox"/> 3) Unknown		Highway / Street Name: ST ROSE PARKWAY		Travel Lane #:	
Vehicle: <input type="checkbox"/> 1) Straight <input type="checkbox"/> 2) Left Turn <input type="checkbox"/> 3) U-Turn <input type="checkbox"/> 4) Wrong Way <input type="checkbox"/> 5) Passing <input type="checkbox"/> 6) Leaving Parking <input type="checkbox"/> 7) Laying Lane <input type="checkbox"/> 8) Enter Parking <input type="checkbox"/> 9) Lane Change <input type="checkbox"/> 10) Unknown		Actions: <input type="checkbox"/> 1) Stopping <input type="checkbox"/> 2) Right Turn <input type="checkbox"/> 3) Arrived <input type="checkbox"/> 4) Stopped <input type="checkbox"/> 5) 10) Swerving <input type="checkbox"/> 6) Swerving Lane <input type="checkbox"/> 7) Other Turning <input type="checkbox"/> 8) Other Vehicle <input type="checkbox"/> 9) Other			
Driver: Last Name, First Name, Middle Name Initial		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Other <input type="checkbox"/> 4) Unknown			
Street Address:		Transported To:			
City:		State / Country: <input type="checkbox"/> 1) NV		Zip Code:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Female		DOB:		Phone Number:	
OLN:		State: <input type="checkbox"/> 1) NV		Class:	
<input type="checkbox"/> 1) License <input type="checkbox"/> 2) Endorsement		<input type="checkbox"/> 1) DL <input type="checkbox"/> 2) DL		License Status:	
Compliance:		Endorsements:		Restrictions:	
Alcohol/Drug Involvement:		Method of Determination (check up to 3):		Test Result:	
<input type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		<input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 2) Urine Test <input type="checkbox"/> 3) Secondary Breath <input type="checkbox"/> 4) Blood Test <input type="checkbox"/> 5) Other / Admiration <input type="checkbox"/> 6) Secondary Breath Test			
Vehicle Year:		Vehicle Make:		Vehicle Type:	
Plate / Permit No.:		State: <input type="checkbox"/> 1) NV		Expiration Date:	
Vehicle Identification Number:		Vehicle Color:		BLACK	
Registered Owner Name:		1) Same As Owner		PRETNER, RYAN TERRY	
Registered Owner Address:		650 RODDENBERRY ST, LAS VEGAS, NEVADA 89123			
Insurance Company Name:		<input type="checkbox"/> 1) Insured			
Policy Number:		Effective:		To:	
Insurance Company Address or Phone Number:					
<input type="checkbox"/> 1) Vehicle Towed		Towed By:			
Removed To:					
Traffic Control:		Distance Traveled After Impact:		Speed Estimate:	
1) Speed Zone 2) Signal Light 3) Flashing Light 4) School Zone 5) Red Signal 6) No Passing 7) No Controls 8) Warning Sign 9) Yellow Signal 10) Other		11) Stop Sign 12) Yield Sign 13) R. R. Sign 14) R. R. Gauge 15) R. R. Signal (B) 16) Marked Lane 17) Tire Chains/Snow Req. 18) Permissive Green 19) Unknown		From 15 To 25 Limit 50	
		Code #		Sequence Of Events	
		1st 202		Description	
		2nd		PEDAL CYCLIST	
		3rd			
		4th			
		5th			
<input type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Major <input type="checkbox"/> 3) Other		Violation		NOC	
<input type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Major <input type="checkbox"/> 3) Other		Violation		NOC	
Investigator(s)		ID Number		Date	
MATUSZAK JR., ROGER H		794		01/12/2009	
Reviewed By		GAYER683		Date Reviewed	
				01/20/2009	

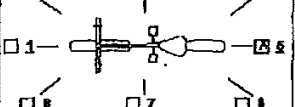
Vehicle Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 5/14/04</small>		Accident Number:	
Name: (Last, First, Middle Name, Initials)		Agency Name: HENDERSON POLICE DEPARTMENT			
Street Address:		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) EMT <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
City:		Transported To:			
State / Country <input type="checkbox"/> 1) NV <input type="checkbox"/> 2) Other		Person Type:		Seating Position:	Occupant Restraints:
DOB: <input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Female <input type="checkbox"/> 3) Unknown		Phone Number:		Injury Severity:	Injury Location:
		Airbags:		Airbag Switch:	Ejected:
				Trapped:	
Name: (Last, First, Middle Name, Initials)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) EMT <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:		Person Type:		Seating Position:	Occupant Restraints:
DOB: <input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Female <input type="checkbox"/> 3) Unknown		Phone Number:		Injury Severity:	Injury Location:
		Airbags:		Airbag Switch:	Ejected:
				Trapped:	
Name: (Last, First, Middle Name, Initials)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) EMT <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:		Person Type:		Seating Position:	Occupant Restraints:
DOB: <input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Female <input type="checkbox"/> 3) Unknown		Phone Number:		Injury Severity:	Injury Location:
		Airbags:		Airbag Switch:	Ejected:
				Trapped:	
VIN:		Plate:		State: <input type="checkbox"/> 1) NV <input type="checkbox"/> 2) Other	Type:
VIN:		Plate:		State: <input type="checkbox"/> 1) NV <input type="checkbox"/> 2) Other	Type:
VIN:		Plate:		State: <input type="checkbox"/> 1) NV <input type="checkbox"/> 2) Other	Type:
Configuration: <input type="checkbox"/> 1) Standard <input type="checkbox"/> 2) Modified					
<input type="checkbox"/> 1) Bus, 8 - 15 Occupants <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 3) Single Axle and 6 Tire <input type="checkbox"/> 4) Single > 6 Axle <input type="checkbox"/> 5) Any 4 Tire Vehicle <input type="checkbox"/> 6) Motor Only <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 8) Tractor / Subframe <input type="checkbox"/> 9) Tractor / Trailer <input type="checkbox"/> 10) Tractor with Trailer		Source: <input type="checkbox"/> 1) Driver <input type="checkbox"/> 2) Load Shift <input type="checkbox"/> 3) Shipping Expense / Trip Manifest <input type="checkbox"/> 4) 2nd Reg. <input type="checkbox"/> 5) 3rd Reg. Vehicle <input type="checkbox"/> 6) Other			
Carrier Name:		Power Unit GVWR <input type="checkbox"/> 1) < 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 25,000 Lbs <input type="checkbox"/> 3) > 25,000 Lbs <input type="checkbox"/> 4) Not Met <input type="checkbox"/> 5) Released			
Carrier Street Address:		City:		State: <input type="checkbox"/> 1) NV <input type="checkbox"/> 2) Other	Zip:
Cargo Body Type <input type="checkbox"/> 1) Bulk <input type="checkbox"/> 2) Tank <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 4) Dump <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 10) Not Applicable <input type="checkbox"/> 11) Gravel, Crushed Chips <input type="checkbox"/> 12) Bus, 8 - 15 Occupants <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 14) Other		Placard #: Diamond #: 		Type of Carrier <input type="checkbox"/> 1) Single Axle <input type="checkbox"/> 2) 1800T <input type="checkbox"/> 3) Garbage <input type="checkbox"/> 4) Mobile <input type="checkbox"/> 5) None	
		NAS Safety Report: Carrier Number:			

Vehicle Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT NON-MOTORIST INFORMATION SHEET <small>Revised 11/1/88</small>		Accident Number:	
Non-Motorist # 0002		<input type="checkbox"/> 1) At Fault <input checked="" type="checkbox"/> 2) Non-Contact (person)		Agency Name: HENDERSON POLICE DEPARTMENT	
Non-Motorist Type <input type="checkbox"/> 1) Pedestrian <input type="checkbox"/> 6) Other Non-Motorist <input checked="" type="checkbox"/> 2) Pedal Cyclist <input type="checkbox"/> 8) Wheel Chair <input type="checkbox"/> 3) Skater <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 4) Other		Direction of Travel <input type="checkbox"/> 1) North <input type="checkbox"/> 2) South <input checked="" type="checkbox"/> 3) East <input type="checkbox"/> 4) West <input type="checkbox"/> 5) Unknown			
Highway / Street Name: ST ROSE PARKWAY		Transported By: <input type="checkbox"/> 1) Not Transported <input checked="" type="checkbox"/> 2) EMS <input type="checkbox"/> 3) by car <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Non-Motorist: Last / First / MI / DOB / Sex / Mailing Address / City / State / Zip PRETNER, RYAN TERRY Street Address: 660 RODDENBERRY ST		Transported To: UMC TRAUMA HOSPITAL			
City: LAS VEGAS		State / Country: <input checked="" type="checkbox"/> 1) NV		Zip Code: 89123	
Person Type: 16		Seating Position: 16		Occupant Restraints: 11	
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 2) Female DOB: 08/22/1971		Phone Number: (702) 683-2453		Injury Severity: A	
Injury Location: 01		Airbag: 01		Airbag Switch: 01	
Ejected:		Trapped:			
Non-Motorist Condition					
<input type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 2) Under Influence: Medication / Drugs / Alcohol <input type="checkbox"/> 6) Emotional <input checked="" type="checkbox"/> 7) Unknown <input type="checkbox"/> 3) Physical Impairment <input type="checkbox"/> 4) Fatigued / Asleep / Fainted <input type="checkbox"/> 8) Illness <input type="checkbox"/> 9) Other					
Alcohol / Drug Involvement					
<input type="checkbox"/> 1) Not Involved <input type="checkbox"/> 3) Alcohol <input checked="" type="checkbox"/> 8) Unknown <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 4) Drugs					
Method of Determination (Check up to 2)					
<input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 3) Blood Test <input type="checkbox"/> 6) Urine Test Test Results <input type="checkbox"/> 2) Preliminary Breath Test <input type="checkbox"/> 4) Evidentiary Breath Test					
Non-Motorist Action					
<input type="checkbox"/> 1) Entering or Crossing at Location <input type="checkbox"/> 8) Pushing Vehicle <input checked="" type="checkbox"/> 2) Walking, Running, Playing, Cycling <input type="checkbox"/> 7) Working in Roadway <input type="checkbox"/> 3) Approaching or Leaving Vehicle <input type="checkbox"/> 9) Standing <input type="checkbox"/> 4) Playing or Working on Vehicle <input type="checkbox"/> 9) Unknown <input type="checkbox"/> 5) Other					
Non-Motorist Factors					
<input type="checkbox"/> 1) Improper Crossing <input type="checkbox"/> 6) Wrong Side of Road <input type="checkbox"/> 2) Lying / Illegally in Roadway <input type="checkbox"/> 7) Not Visible <input type="checkbox"/> 3) Fail to Yield Right of Way <input type="checkbox"/> 8) Entering into Roadway <input type="checkbox"/> 4) Fail to Obey Traffic Signs, Signals, or Officer <input type="checkbox"/> 9) Inattentive <input type="checkbox"/> 5) Other <input type="checkbox"/> 10) Unknown					
Location Prior to Impact					
<input type="checkbox"/> 1) Marked Crosswalk at Intersection <input type="checkbox"/> 8) Shared Use Path or Trail <input type="checkbox"/> 2) At Intersection, No Crosswalk <input checked="" type="checkbox"/> 9) On Highway, More than 10' from Travel Lanes <input type="checkbox"/> 3) Non-Intersection Crosswalk <input type="checkbox"/> 10) In Roadway <input type="checkbox"/> 4) Driveway Access Crosswalk <input type="checkbox"/> 11) Traffic Island <input type="checkbox"/> 5) Sidewalk <input type="checkbox"/> 12) Shoulder <input type="checkbox"/> 6) Median <input type="checkbox"/> 13) Unknown <input type="checkbox"/> 7) Outside Highway <input type="checkbox"/> 14) Other					
Safety Equipment					
<input type="checkbox"/> 1) None <input type="checkbox"/> 2) Helmet <input type="checkbox"/> 3) Protective Pants <input type="checkbox"/> 4) Reflective Clothing <input type="checkbox"/> 5) Lighting <input type="checkbox"/> 6) Unknown <input type="checkbox"/> 7) Other					
Bike Lane / Path					
<input type="checkbox"/> 1) No Bike Lane Path <input type="checkbox"/> 5) Striped Bicycle Lane - Both Sides <input type="checkbox"/> 2) Bicycle Route (Signed) <input type="checkbox"/> 6) Separate Bicycle Path / Trail <input type="checkbox"/> 3) Striped Bicycle Lane - Right Side Only <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 4) Striped Bicycle Lane - Left Side Only <input type="checkbox"/> 8) Other					
Vehicle Number(s) Striking Non-Motorist					
#: #: #: From: 15 To: 25 Limit: 50					
Non-Motorist Speed Estimate					
From: 15 To: 25 Limit: 50					
<input type="checkbox"/> 1) None <input type="checkbox"/> 2) SPK <input type="checkbox"/> 3) CO / MC <input type="checkbox"/> 4) Penalties (1)		Violation		NOC	
<input type="checkbox"/> 1) None <input type="checkbox"/> 2) SPK <input type="checkbox"/> 3) CO / MC (2)		Violation		NOC	
Investigator(s) MATUSZAK JR., ROGER H		ID Number 784		Date 01/12/2008	
Reviewed By GAYER683		Date Reviewed 01/20/2008			

Non-Motorist Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT NON-MOTORIST INFORMATION SHEET <small>Revised 1/14/04</small>		Accident Number:	
				Agency Name: HENDERSON POLICE DEPARTMENT	
Non-Motorist: (Last Name, First Name, Middle Name - Initial)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:	State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB:	Phone Number:	Injury Severity:	Injury Location:	
DLN / ID Card:	State: <input type="checkbox"/> 1) NV	Airbags:	Airbag Switch:	Ejected:	Trapped:
Non-Motorist: (Last Name, First Name, Middle Name - Initial)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:	State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type: 16	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB:	Phone Number:	Injury Severity:	Injury Location:	
DLN / ID Card:	State: <input type="checkbox"/> 1) NV	Airbags:	Airbag Switch:	Ejected:	Trapped:
Non-Motor Vehicle Description					
Make / Manufacturer:	Model:	Type:	Color:		
BICYCLE			BLACK		
Identification / Serial Number:		Non-Motor Vehicle Removed By:			
Owner Name: <input checked="" type="checkbox"/> 1) Same as Non-Motorist		Non-Motor Vehicle Removed To:			
PRETNER, RYAN TERRY					
Street Address:		City:	State: <input type="checkbox"/> 1) NV	Zip Code:	
660 RODDENBERRY ST, LAS VEGAS, NEVADA 89123					
1st Contact Area		Damage to Non-Motor Vehicle		Non-Motor Vehicle Damaged Area	
Pedal Cyclist / Non-Motor Vehicle <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 		Pedestrian <input type="checkbox"/> 1) Right Side <input type="checkbox"/> 2) Left Side <input type="checkbox"/> 3) Head / Feet <input type="checkbox"/> 4) Front <input checked="" type="checkbox"/> 5) Back		<input checked="" type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Moderate <input type="checkbox"/> 3) Major <input type="checkbox"/> 4) Total <input type="checkbox"/> 5) None <input type="checkbox"/> 6) Unknown	
				<input type="checkbox"/> 7) Left Front <input type="checkbox"/> 8) Left Rear <input type="checkbox"/> 9) Top <input type="checkbox"/> 10) Bottom <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 12) Other	
Sequence Of Events					
Code #	Description	Collision With Road Object	Motor Vehicle Event	Non-Motor Vehicle Action	
1st	202 PEDAL CYCLIST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 2) Stopped <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 5) U-Turn <input type="checkbox"/> 6) Other	
2nd		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 7) Parking <input type="checkbox"/> 8) Entering Lane <input type="checkbox"/> 9) Leaving Lane <input type="checkbox"/> 10) Lane Change <input type="checkbox"/> 11) Unknown	
3rd		<input type="checkbox"/>	<input type="checkbox"/>		
4th		<input type="checkbox"/>	<input type="checkbox"/>		
5th		<input type="checkbox"/>	<input type="checkbox"/>		
Non-Motorist Information					

Event Number: 09-00812	STATE OF NEVADA TRAFFIC ACCIDENT REPORT	Accident Number: Agency Name: HENDERSON POLICE DEPARTMENT
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Description of Accident / Narrative:

Pavement Markings and Type:

FBI 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 JSTOTLD was traveling eastbound on St. Rose Parkway in the number three travel lane.

V1 was solely occupied by the driver Michael Vasquez (10-28-1986) 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 (08-22-1971) 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.: CCP502869

NAMED INSURED AND ADDRESS:

BLUE STREAK AUTO DETAILING

3675 E POST RD
SUITE B
LAS VEGAS

NV 89120

NEW
CODE NO.: 5718A
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) ☒ 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 15 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.

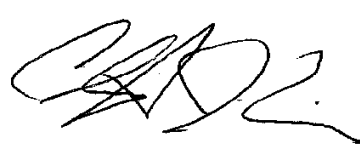
COMPANY REPRESENTATIVE:

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

CSCP 10 01 03 06

COMPANY

CSC000018

Andrew v CSC
CF000018
R.App. 000728

Century Surety Company

Garage Coverage Form Declarations

ITEM ONE

POLICY NO.: CCP502869

EFFECTIVE DATE: 06/27/2008

12:01A.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
LIABILITY	29	Each "Accident" "Garage Operations"		Aggregate – "Garage Operations"	\$ 1,508
		"Auto"Only	Other Than "Auto"Only	Other Than "Auto"Only	
		\$1,000,000	\$1,000,000	\$2,000,000	
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 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	\$ 1,508

* 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.

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: 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.

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.

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

POLICY NUMBER: CCP502869

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			\$ 1,508

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: CCP502869**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.

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				PURCHASED		TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Original Cost New	Actual Cost & NEW (N) USED (U)	Town & State Where The Covered Auto Will Be Principally Garaged		
1					\$	\$			
2					\$	\$			
3					\$	\$			
4					\$	\$			
5					\$	\$			
Covered Auto No.	CLASSIFICATION								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.
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	
					Liab.	Phy. Dam.			
1									
2									
3									
4									
5									

ITEM SEVEN**SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)**

Covered Auto No.	COVERAGES – PREMIUM S, 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 Show n Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In P.I.P. End. Minus Deductible Show n Below	Premium
1	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
Total Premium		\$		\$	\$		\$

Covered Auto No.	COVERAGES – PREMIUM S, 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		COM PREHENSIVE		SPECIFIED CAUSES OF LOSS	
	Limit	Premium	Limit Stated In ITEM TWO Minus Deductible Show n Below	Premium	Limit Stated In ITEM TWO Minus Deductible Show n Below	Premium
1	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$
Total Premium		\$		\$		\$

Covered Auto No.	COVERAGES – PREMIUM S, 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 Show n Below	Premium	Limit Per Disablement	Premium
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
Total Premium		\$		\$

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specified Causes Of Loss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.		

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:

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 10 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

IL0110(07/01) - NEVADA CHANGES - CONCEALMENT; MISREPRESENTATION OR FRAUD

CIL 15 00b 02 02

To: "Internet Email - IREIMAGE" <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 - no recs.

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
213 236-4619 Direct Line
213 244-9644 Fax
jwilkens@heritagegeneral.com
CA License #0414108

***New! For instant indications, see www.heritagegeneral.com and log on More classes coming soon!

This email has been scanned by the MessageLabs Email Security System.

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file://C:\Documents and Settings\irutils\Local Settings\Temp\1A4E7481\~BODY~.HT...

7/24/2008

Andrew v CSC
CF000031

CSC000031

R.App. 000741

Pacific Inspections, Inc.		Inspection Details - Policy CCP502869																																																	
Date Submitted: Thursday July, 3, 2008		Request #: 90753-08																																																	
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). 286-8450		Contact Phone Number: MAV7778@YAHOO.COM																																																	
Contact Fax Number: N/A		Email Address: 7/17/08																																																	
<table border="0"> <tr> <td>PACKAGES</td> <td>PROPERTY</td> <td>LIABILITY</td> <td>MISC.</td> </tr> <tr> <td><input type="checkbox"/> MULTI PERIL</td> <td><input type="checkbox"/> MERCANTILE FIRE</td> <td><input type="checkbox"/> M&C</td> <td><input type="checkbox"/> COMM. AUTO</td> </tr> <tr> <td><input type="checkbox"/> FIRE & OLT</td> <td><input type="checkbox"/> HOMEOWNERS</td> <td><input type="checkbox"/> OLT</td> <td><input type="checkbox"/> PHONE M&C</td> </tr> <tr> <td><input type="checkbox"/> APARTMENT</td> <td><input type="checkbox"/> FULL DWELLING</td> <td><input type="checkbox"/> WORKER'S COMP</td> <td><input type="checkbox"/> FLEET</td> </tr> <tr> <td><input type="checkbox"/> MC & FIRE</td> <td><input type="checkbox"/> DWG. SHORT FORM</td> <td><input type="checkbox"/> PRODUCTS</td> <td><input type="checkbox"/> PER. AUTO</td> </tr> <tr> <td><input type="checkbox"/> MC & OLT</td> <td><input type="checkbox"/> BRUSH</td> <td><input checked="" type="checkbox"/> GARAGE</td> <td><input type="checkbox"/> EQUIP. FLOATER</td> </tr> <tr> <td><input type="checkbox"/> RESTAURANT</td> <td><input type="checkbox"/> E&H SUPP.</td> <td><input type="checkbox"/> BUSINESS BURG.</td> <td><input type="checkbox"/> LIQUOR LIAB.</td> </tr> <tr> <td></td> <td></td> <td></td> <td><input type="checkbox"/> EARTHQUAKE</td> </tr> <tr> <td>Additional:</td> <td><input checked="" type="checkbox"/> PHOTO DESIRED</td> <td><input type="checkbox"/> REINSPECTION</td> <td></td> </tr> <tr> <td>Inspection Type:</td> <td><input checked="" type="checkbox"/> NEW INSPECTION REQUEST</td> <td><input type="checkbox"/> RENEWAL INSPECTION REQUEST</td> <td></td> </tr> <tr> <td>Other Requests:</td> <td colspan="3">GARAGE LIABILITY</td> </tr> <tr> <td colspan="4">Special Instructions: ~PLEASE CONFIRM PAYROLL~</td> </tr> </table>				PACKAGES	PROPERTY	LIABILITY	MISC.	<input type="checkbox"/> MULTI PERIL	<input type="checkbox"/> MERCANTILE FIRE	<input type="checkbox"/> M&C	<input type="checkbox"/> COMM. AUTO	<input type="checkbox"/> FIRE & OLT	<input type="checkbox"/> HOMEOWNERS	<input type="checkbox"/> OLT	<input type="checkbox"/> PHONE M&C	<input type="checkbox"/> APARTMENT	<input type="checkbox"/> FULL DWELLING	<input type="checkbox"/> WORKER'S COMP	<input type="checkbox"/> FLEET	<input type="checkbox"/> MC & FIRE	<input type="checkbox"/> DWG. SHORT FORM	<input type="checkbox"/> PRODUCTS	<input type="checkbox"/> PER. AUTO	<input type="checkbox"/> MC & OLT	<input type="checkbox"/> BRUSH	<input checked="" type="checkbox"/> GARAGE	<input type="checkbox"/> EQUIP. FLOATER	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> E&H SUPP.	<input type="checkbox"/> BUSINESS BURG.	<input type="checkbox"/> LIQUOR LIAB.				<input type="checkbox"/> EARTHQUAKE	Additional:	<input checked="" type="checkbox"/> PHOTO DESIRED	<input type="checkbox"/> REINSPECTION		Inspection Type:	<input checked="" type="checkbox"/> NEW INSPECTION REQUEST	<input type="checkbox"/> RENEWAL INSPECTION REQUEST		Other Requests:	GARAGE LIABILITY			Special Instructions: ~PLEASE CONFIRM PAYROLL~			
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Pacific Inspections, Inc.		M & C Service	
Request Number: 90753-08	Customer/Account: 591		
Policy Number: CCP502869	Producer: WORLDWIDE FACILITIES, INC.		
Insured: BLUE STREAK AUTO DETAILING	Return Attention: LISETTE GUERRERO		
Applicant/Firm: BLUE STREAK AUTO DETAILING	Person Interviewed: Mike Vasquez, Owner		
Property Address: 3675 E POST ROAD SUITE B LAS VEGAS NV, 89120	Date: Wednesday, July 16, 2008		
Highlights: Insured provides a mobile automobile detailing service in which insured washes, waxes, cleans automobile carpets and interiors 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? 8780 Wallaby Lane	
How long in business? 2	Operating from Commercial or Residential Address? Residential If Commercial Office, Days and Hours Open: (provided address-mailing)	
Type License, # and Expiration Date: General Business 2000388.100	Duties of the Executives: Maintain and build customer base as well as provide hands on support for business	
Number of Part Time/Full Time Employees (Clerical, Field, ECT.): 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 Nevada	
Any Manufacturing or Products Exposure? No		

COMPLETED OPERATIONS

PAST ANNUAL FIGURES FOR THE YEAR OF: 2007 Gross Receipts: 60,000 Clerical Payroll: 1,600 a month Clerical Number of Employees: 1 Field Supervisor Payroll: Field Supervisor Number of Employees: Field Employees Payroll: 1,400 Field Employees Number of Employees: 1 Service Employees Payroll: Service Employees Number of Employees: Number of Active Owners: Owner Payroll at \$33,600 per: OCP (Sub-contractor) Costs:	CURRENT ANNUAL FIGURES FOR THE YEAR OF: 2008 Gross Receipts: 100,000 Clerical Payroll: 1,600 Clerical Number of Employees: 1 Field Supervisor Payroll: Field Supervisor Number of Employees: Field Employees Payroll: 1,400 Field Employees Number of Employees: 1 Service Employees Payroll: Service Employees Number of Employees: Number of Active Owners: Owner Payroll at \$33,600 per: OCP (Sub-contractor) 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? NO If Yes, Describe Fully in Narrative:

JOB SITE OPERATIONS

<i>Describe All Job-Site Operations in Narrative.</i>	
Type of Tools/Equipment Truck, trailer, generator, pressure	Any Service Vehicle Exposure? No

Used: washer, and water tank.	If yes, describe: n/a
Any Installations of Parts? 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 exact operations, any past losses and measures taken to prevent reoccurrence. Amplify any necessary questions from form:

Insured provides a mobile automobile detailing service in which insured washes, waxes, cleans automobile carpets and interiors, as well as degreases engines at the customer's location. The primary tools used to provide mentioned service is a truck, trailer, pressure washer, generator, and water tank. Insured has not incurred any losses. Insured's customers are a combination of individuals, casinos, and construction businesses. Insured and field employee drive company trucks home every night and the trailers and remaining work equipment are stored overnight at Storage One located at 11330 Dean Martin Dr. Las Vegas, NV 89141. The telephone number for Storage One is (702) 737-8889.

Pacific Inspections, Inc.	M & C Service Narrative
Request Number: 90753-08	Customer/Account: 591
Policy Number: CCP502869	Producer: WORLDWIDE FACILITIES, INC.
Insured: BLUE STREAK AUTO DETAILING	Return Attention: LISETTE GUERRERO
Applicant/Firm: BLUE STREAK AUTO DETAILING	Person Interviewed: Mike Vasquez, Owner
Property Address: 3675 E POST ROAD SUITE B LAS VEGAS NV, 89120	Date: Wednesday, July 16, 2008

Business and Operations

The insured is a licensed mbile 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 \$60,000 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.

GARAGE APPLICATION

ALL QUESTIONS MUST BE ANSWERED IN FULL, SIGNED AND DATED BY THE APPLICANT.

Broker #: _____ Retailer: The Harris Agency
 Broker: _____ Location: _____
 Location: _____ Phone #: _____

Applicant Name Blue Streak Auto Detailing
 Mailing Address 3675 E. Post 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) 286-3450

Years in business 1 Years of experience in this field 4

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 Detailer/Wash

UNDERWRITING INFORMATION

DO YOU:	YES	NO	YES	NO
1. Engage in any other operations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Repossess vehicles for others?	<input type="checkbox"/> <input checked="" type="checkbox"/>
2. Sponsor sporting or social events?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Engage in fuel conversion?	<input type="checkbox"/> <input checked="" type="checkbox"/>
3. Sponsor or own any race cars?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Engage in auto pawning?	<input type="checkbox"/> <input checked="" type="checkbox"/>
4. Work on aircraft or airport premises?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Allow customers in the work area?	<input type="checkbox"/> <input checked="" type="checkbox"/>
5. Structurally alter or convert vehicles from their original design?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Own or operate a car crusher or stack salvaged autos more than two high?	<input type="checkbox"/> <input checked="" type="checkbox"/>

EXPLAIN ALL "YES" RESPONSES: _____

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 <i>**include complete list of equipment**</i>	%	%
Farm Equipment	%	%
Emergency or Public Livery	%	%
Heavy Truck (over 26,000 GVW) <i>**supplement required**</i>	%	%
Kit Cars or Other Auto Manufacturing	%	%
Motorcycles, ATVs, Scooters, Snowmobiles <i>**supplement required**</i>	%	%
Mobile Homes	%	%
Recreational Vehicles and Campers <i>**supplement required**</i>	%	%
Semi Trailers	%	%
Trailers - Other than Semi Trailers	%	%
TOTAL	100%	

NON-DEALERS OPERATIONS			
Alarm, Stereo or Navigational System	%	Gasoline Station - Self Service	%
Auto Dismantling	%	Impound Yards	%
Auto Maintenance or Repair Incl Bedliner	%	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) <i>Receipts:</i>	%	Tire Dealers - New	%
Body Shop	%	Tire Dealers - Used, Retreads or Split Rims	%
Butane, Propane or other Liquefied Gas Sales	%	Trailer Hitch Installation or Repair	%
Car Wash - Full Service	%	Upholstery	%
Convenience Store <i>Receipts:</i>	%	Valet Parking <i>**supplement required**</i>	%
Detailing / Wash	100%	Van Conversion	%
Driveaway Contractor or Wrecker Service	%	Window Tinting	%
Frame or Unibody Straightening	%	Windshield Installation/Repair	%
Gasoline Station - Full Service	%	Other:	%

VEHICLE STORAGE & VALUES			
Owned Autos		Non-Owned Autos	
How are vehicles stored? <input type="checkbox"/> Standard Lot* <input type="checkbox"/> Building <input type="checkbox"/> Non-Standard Lot* <input type="checkbox"/> Unprotected Lot		How are vehicles stored? <input type="checkbox"/> Standard Lot* <input type="checkbox"/> Building <input type="checkbox"/> Non-Standard Lot* <input type="checkbox"/> Unprotected Lot	
Maximum value any one Auto? _____		Maximum value any one Auto? _____	
Maximum number of Autos? _____		Maximum number of Autos? _____	
<small>*Standard Lot: Standard open lots are open 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 or fencing. Unprotected Lots: All Other</small>			

[illegible][illegible][illegible]

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:	AUTO USE:
F = Full Time (Over 20 hours per week)	A = Furnished a covered auto for personal use
P = Part Time (20 or less hours per week)	B = Uses a covered auto strictly for business use
N = Non-Employee	C = Does not drive a covered auto

HOURS WORKED:	AUTO USE:
F = Full Time (Over 20 hours per week)	A = Furnished a covered auto for personal use
P = Part Time (20 or less hours per week)	B = Uses a covered auto strictly for business use
N = Non-Employee	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. ☒

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 _____

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. ☒

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

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. ☒