IN THE SUPREME COURT OF THE STATE OF NEVADA

CENTURY SURETY COMPANY,

Case No. 73756

Appellant,

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

VS.

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

Respondents.

APPENDIX TO RESPONDENT'S ANSWERING BRIEF

VOL. 5 OF 11

DENNIS M. PRINCE, ESQ. Nevada Bar No. 5092 ERICA D. ENTSMINGER, ESQ. Nevada Bar No. 7432 **KEVIN T. STRONG, ESQ.** Nevada Bar No. 12107 EGLET PRINCE 400 South 7th Street, 4th Floor Las Vegas, NV 89101 Tel.: 702-450-5400 Email: eservice@egletlaw.com Attorneys For Respondents

CHRONOLOGICAL INDEX TO RESPONDENT'S APPENDIX

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1.	Plaintiff's Motion for Summary Judgment Case No. 2:12-cv-00978-APG-PAL	9/25/12	1, 2, 3	1 – 346
2.	Plaintiff's Reply in Support of Motion for Summary Judgment Case No. 2:12-cv-00978-APG-PAL	1/2/13	3, 4, 5, 6, 7	347 – 937
3.	Plaintiff's Motion for Protective Order Regarding Discovery Designed to Re- Litigate the Factual Findings Made in the Eighth Judicial District Court's Default Judgment Case No. 2:12-cv-00978-APG-PAL	6/13/13	7, 8, 9, 10, 11	938 – 1640

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1	AFFIDAVIT OF ERIC N. TRAN IN SUPPORT OF PLAINTIFFS?
2	OPPOSITION TO CENTURY SURFITY INSURANCE COMPANY'S MOTION FOR LEAVE TO INTERVENE TO REQUEST THE COURT SET ASIDE VOID DEFAULT
3	JUDGMENT
4	COUNTY OF CLARK)
5.) STATE OF NEVADA)
6	
	Affiant, ERIC N. TRAN, being first duly sworn, deposes and states as follows:
7	1. I am an attorney duly licensed to practice law in the State of Nevada,
8 :	2. I am one of the attorneys of record for Plaintiffs Lee Prenter and Dana Andrew as
9	Legal Guardian of Ryan T. Pretner, and adult ward; and Ryan T. Pretner, individually, I have
10	personal knowledge of the facts and am competent to testify to the matters stated herein, 3. This affidavit is made in support of Plaintiffs' Motion for Summary Judgment,
	 4. True and correct copies of the following documents are attached exhibits;
11	Exhibit 1: Traffic Accident Report
12	Exhibit 2: Blue Streak's Century Insurance Declarations Sheet and Policy
- 13	Exhibit 3: Selected portion of Blue Streak's Century Underwriting Insurance
14	Application describing Blue Streak as a mobile automobile detailing company.
15	 Exhibit 4: Claim report of the accident.
16	• Exhibit 5: Email correspondence from Jim Karp to Charles Holland,
	• Exhibit 6: Demand letter from Plaintiffs' former counsel Sylvia Esparza, Esq.
17	 Exhibit 7: Century Insurance's June 5, 2009 denial letter to Blue Streak and
18	Vasquez. Trablei 9: Contem Innovania antronomiaina principus Salain Panarris
19	 Exhibit 8: Century Insurance's correspondence rejecting Sylvia Esparza's demand lefter.
20	 Exhibit 9: Complaint filed in case A-11-632845-C in the Bighth Judicial District Court of Nevada.
21	 Exhibit 10: Letter of representation from Dennis M. Prince.
22	 Exhibit 11: Electronic notes by in house counsel Lisa Henderson summarizing the Complaint.
23	Exhibit 12: March 31, 2011 correspondence from Lisa Henderson to Michael
i	Vasquez advising that there was no coverage for the claim.
24	 Exhibit 13: Defaults ontered against Blue Streak and Michael Vasquez in Case No. A-11-632845-C.
25	• Exhibit 14: June 27, 2011 correspondence from Dennis Prince to Lisa
26	Henderson providing copies of Defaults entered against Blue Streak and Michael Vasquez.
27	Exhibit 15: June 27, 2011 correspondence from Lisa Henderson to Dennis
28	Prince advising that Contury has no coverage for the claims against Blue Streak and Michael Vasquez,

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1 Exhibit 16: Notice to Set Aside Default as to Defendant Michael Vasquez Only. $\mathbf{2}$ Exhibit 17: August 1, 2011 Correspondence from Clerk of the Court Rejecting Notice to Set Aside Default as to Defendant Michael Vasquez, 3 Exhibit 18: Notice of Entry of Default as to Vasquez and Blue Streak. 4 Exhibit 19: Plaintiffs' Application for Entry of Default Judgment. ٠ Exhibit 20: Default Judgment, Ð 5 Exhibit 21: Notice of Entry of Default. . Exhibit 22: Civil Order to Statistically Close Case 6 ٠ Exhibit 23: Settlement Agreement and Covenant Not to Execute . $\overline{7}$ I declare under penalty of perjury foregoing is true and correct to the best of my 8 knowledge. 9 10ERIC N. TRAN 11 and SWORN to before 12 SUESERIB nie thisi hay offlovember, 2012. lisa M. Lee oldry Public State of Novada No. 93-3776-1 13 My appt, exp. July 9, 2013 14 NOTARY PUBLIC id and for said County And State 15 16 17 18 19 2021 $\mathbf{22}$ 23 $\mathbf{24}$ 25 262728

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1	CERTIFICATE OF MAILING
2	I hereby certify that on the $\frac{19}{12}$ day of November, 2012, I caused service of the foregoing
3	PLAINTIFFS' OPPOSITION TO CENTURY SURETY COMPANY'S MOTION FOR
4	LEAVE TO INTERVENE TO REQUEST THE COURT SET ASIDE VOID DEFAULT
5	HIDGMENT to be made by depositing a true and correct copy of same in the United States Mail,
7	postage fully prepaid, addressed to the following:
8 9	Alan J. Lefebvro, Esq. William D. Schutter, Esq. Kolesar & Leatham
10	400 South Rampart Boulevard, Suito 400 Las Vegas, NV 89145
11 12	Maria Louiso Cousinoau, Esq. Sedgwick, L.L.P
13	801 South Figueroa Streat, 19 th Floor Los Angeles, CA 90017
14 15	Attorneys for Proposed Intervenor
16	Century Surely Company
17	An employee of Prince & Keating
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Andrew v CSC GP000117

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1	03/03/2011 13:54 702	2200443	; RXNOE KEATING LLP		PAGE 20/34
.,	Phylical by i coloradia Phylical by Nethon 13,60	Ċ,	incident Repart	ţ	0 און און איז און איז 10 און איז
	neningingin Police 825 lead by: 145Nderson, nevaja ovoja			Incident Naturalion	r: 09-00612-008

On 01-12-2000, dts.pproximately 1846 hours, 1, Officer R. Matuszek #764, was railed but from my reaktenice in reference to a serious injury applient that had occurred on assibuting St. Rone Parkwey just east of Executive Airport Orive in the Otty of Headerson.

Upon-my arrivel in the area i noted that the two right most (#2 and #3) inevolutions of sector and S. Rosa Purkway just east of Executive Arport Drive and Lean closed to traffic by several Police Petrol units using corea and fleres. I noted that parked along size the mailway spore/invitely 200' each of the immediate econs was a solide suck. There was a blowle lying on its lar alds on the sacultar of the readway to the termediate vicinity of the Pollos Unite.

f spoke to 8gt. R. Bysowyk styl Offiber 4. Closs who were emong the first upills to at five. They adviced mis that the ridor of the boyola had been transported to University Medical Center Transition Unit for a povort head injury. Offices K. Avery responded to the Traunus Center where he look plotographs of the violan-and Impounded the Visitin's clatting, infinite and present harrs. Officer Avery also obtained a trood reample from the vicitm for processing.

I waiked the scene of the conident and observed the following; on the could also of the reactively near the white fog the theor was a black blogds (V2) lying on its left side with the front whoel pointing south, just easy of V2 there was a large pool of blood from the victim. This was approximately 4 from the profilm of the bloycle.

Inimediately ease of the blood pool, there was a pair of white sunglesses presumerally belonging to the violan. These was near the edge of pavament. Also, from this point and continuing user-contress, was a debits field made up of several places of place place and glace from the existent plant mines of V1; we photographs for specific locations and details of the debria.

Approximately 270° further east of this area, I observed V1 was stopped and parked on the boolds should an observed by Roan Parkway. The vehicle's lights were out and the vehicle was not numling. I conducted a prior exterior examination of the vehicle and noted the following. The right waters minor was breaken aftend parts of the base and motining assumbly ware still allacted to the truck. There was an impression on the right side front window of V1 which oppeared to be from the outside mirror striking the alde window with a significant amount of farce sufficient to leave an impression in the glass and ethical parts of the mirror into this glass as well.

I observed infinit souffs in the right front door of V1 which way black in oxior. There was is any activity, pargruent to a body live on the right rear door of V", and a whall solve the first on the same door towar Sown,

On the front buncer Lobserved a small groups in the placify body work just below the humper. This damage appropriet to be obter and correlated to the cullision which I was investigating. In a later conversation which Manuel Yesquez, Hearned that this was from road dearts on a province date. There was no oblightermaling demage or southing to the undergenizer of V t . The damage to V2 was inconsistent to this damage.

> Andrew v DSC D%IX10428

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CSC000124

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l	ម ក្រស់ម សុភ ទ្រប់ការ វាព្រះ ទំពាំរផង វង្សសង្គ្រាល និងតែអំពីរ	{ ^{**} ·	Incidient Report	· · · · ·	ዋለሮቱ 5 ደግቀ
	(ዜዝሪንድፍላጊዝ የወሀሪንድ ምኅፅ LEAD ወጊ ዘዚኖሪንድን ቋረብት, የደሚጸርጋሉ ያር	μa	- <u> </u>	theident Number 09-908	12-003
	หัวใส ได้ 1768อยู่ได้มี รังวันได้เป็นได้เกิด		Refer to NRG 484,85 vo to s \$ With & plus of UNknop of UN\$	s at botter of the start in speci people in the posterior of the start 6. Michael advised that the y	
	ក្នុងទ័ពជ្រាលដែរ។ ជាវិប័រផ			udusiya in that Prata Waatha	ovídence oľ
	usa Pauluk Parie		šigliaj phutographa of thé si ආරාධාසින්,	કલાય ફાર્કો પીલ પહોંગિંગફ દાળાં પ	ad, 198 haiqt:
С	ខ្មែង (ព្រម្មស៊ី; 1 ភ្នំព្រង់ខ្មែរ ពេក្យ (ពេធថា 2004 ពារ) លេខ្លុំខ្សាំង ភ្លិនៅ ឆ្នាំ ១០ឆ្នាំ ប្រ. លេខ តែកែ (ពេស 2014	gð Hjæl Klass Lockstop for Sucht Bulldsoca, í Sþor a Lað Andrá að Angraíns	l anaryay ya tugʻi baqayaan Yoʻun ayayaya ayayaya Yoʻun ayayayayayayayayayayayayayayayayayayay	សំសូសថ ហេង៉ាញកម្មភូវិសំស សេក្ស សែក្ស សេក្ស សេក្ស សេក្ស សេក្ស ស្រក សេក្ស សេក្ស សេក្ស សេក្ស សេក្ស ស្រក សេក សេក សេក សេក សេក សេក សេក ស្រកសេត្ស សេក សេក ស្រកសេត សេក សេក សេក សេក សេក សេក ស្រកសេត សេក សេក សេក សេក សេក សេក សេក សេក សេក សេក សេក សេក សេក សេក សេក	tinethics . Shexil augest
	ાણી 26લોઘરનું તેમનું છે. દેવાઉંખ સંગણદારી હોય સંબંધાયન સ્પાધસાં છે.	singly (i) to pick of a line	initi no michicalitati na pakadi 1999 - Angeletan angeletan angeletan 1999 - Angeletan angeletan angeletan angeletan angeletan angeletan angelet	ស្តែងស្លៀកនៃកើរបាស់ មិនទទំរបស់វី ខ្លួនគ្នារ សែ ២៨ ពេលជំពូ ទាំងមាងសុវ ពី	ດັ່ງເກດີສາເປັນເອັດໄດ້ ນັ້ນດານ ແລະ ເຈົ້າ
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The blothing worm by the vicility wears multi-colored bloyeling largey and gasment combining both shores and a fack toy type upper garmant. There was a sip-up lacket of the asmo metallish and color. These items appear to have been out from the violim by SIED Readue. The clothing consisted of a while bookground with bread red and green slipes covering the paratent stong with veryous logos. This garment is typical of these work by bloyoshig enthusizers. Digital photographs were taken of the carinent using a flack. Where was no reflective material or, Any partien of the germany

i then examined for shore were by the rider. These were dip-on type shore designed to be used with operation padale allowed to the bloyed. The chose they two emerited by segmers on the heat perior, of the chose and were each approximately \$/16" equare. The equares were plannid varifically an the heat of each shoe. There was also a bloodcapy phone and a sliver metal ong. All these items were impuringed for evidentiary and safektetsigigi puliposee.

As of the time of this report, Pretner to still listed in ordinal constition in the Traume JCU of UMC. His bijuries are listed as asvera head taxons with internal blooding and uselling of the broke. His condition has remained unchanged for the time since his initial treatment and surgery to relieve the pressure and everying. There is nothe broin activity and medical staff is hopoful that he may regain consciousness but are grable to provide a time-fine for the pelliont due to fine uncertain nature of head injuries.

On 02-02-2009 (legels met with

Michael Vesquaz where he was olded for Falling to Yreid Right of Way to a Bloylich a mindemonator violation of 1(36 J84,324, Ollaffon (Kimber H-108760-A,

IV:12 CALCULATIONS:

Due to the matche of this optimizing and unable to conduct specific works per Ware la insufficient physical option co to make any subgrate psiculations; and any astimates as to the apost of the vanides involved would be marely conjecture on My part.

VIN VENICLE DISPOSITION:

V4 was released to Michael Vreques at the second, V3 is outrantly impounded in the KPD Evidence Vacia for ablokeeping.

. W. & CONCLUSION:

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V2 was severing seallound on St. Ross Parkway on or rear the white too the couth side of the readway. Per NRS 404,608 V2 was expering his blowin in a manner consistent to that described in the NRS operationly NR\$ 4(4,800-1.

V1 was beveiling eachound on St. Rose Parkway in the nutriber 5 travellane. At a point approximately 1940 point of Executive Almost Drive, the Wiver of V1 struck the rider of V2 with the outside right micror of V1 struck

> Andrew v CSO 0F000120

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EXHIBIT "2"

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PL000170

Century Surety Company

Garage Coverence Form Declarations

ITEM ONE

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PDUCY NO.: 002502863

DEPECTIVE DATE: 06/21/2000 12:01A.M.Stondard Time

NAMED [KSDRED: DIVE STREAK AUTO DETRICOR.

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This polloy provides only those poverages 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" and shown as covered "autos", "Autos" and shown as covered "autos", "Autos" and shown as covered "autos", "Autos" and shown as covered "autos" for a particular dovolage 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 hext to Liability provides coverage for "garage operations".

rovrik (deb	COVERED AUTOR (Buy of one or highs fithe applies from the Covered Actes Seption of the Barage Coverage Form shows Wibbs Autor are povered attes.)	1.10N 19.				NA SLY NE
LIABILITY	29	"Gan Open "Auto"Only	noldent" rege Sliope" Otkor Than <u>"Auto'OnN</u> \$ 1,000,000	Aggregate ³ Gyrage Operations" Other Then ¹ Auto ¹ Only 15 2,000,000	2	1,ευψ
PERSONAL IN URY PROTECTION (or equivalent No- foult Coverage)			TATED IN BACK		*	
ADDED PERBONAL INJURY PROTECTION (of equivalent Added No-jault Coverage)		OFFARATE:Y S Endorsement	STATED IN EACH		8	
PROPERTY PROTECTION INSURANCE (Michigen coly)		85PARATELY & ENDORBEMENT FOR LACH ACC		2.R.I. DED.	\$	
MEDICAL PAYMENTS		8			s	
MEDICAL EXPENSE AND INCOME LOSS ABASELTS (Virginia only)			STATEO (K. EAC) I INCOME LOSS T		\$	
UNINSURED MOTORISTA		ş			3	
UNBERINGURED MOTORINE (When not included in Uninstred Mojorists Covecape)		5			\$..
BARAGEKEPISIYA Compilishensiye Coverage		REDED AUTO FOR LOI MISCHIEF OR 8 M/ SUCH LOSS IN	H LOCATION MI FOR FACK COS 63 CAUSED BY VANDALISM SU XXIM OM DEDUC I ANY DNE EVEN	STOMER'A NYEFY OR SJECT TO TIBLEFORALL IT;	8	
GARAGEKEEPERS - SPECIPIED CAUSES OF LOSS COVERAGE		R DED AUTO FOR AL S M/	EACH LOCA TIDI . Por Each Cuy L Peixle Sobje Aximum Dedug I Any One Even	STOMER'S OT TO TIBLEFORALL	8	

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POLICY NUMBER: CC26.02060

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SCHEDULE OF COVERAGES AND COVERED AUTOB (Cont'd)

DOV ERAGES	COVERED AUTOS (Entry of one or more of the symbole from the Caveral Autor Station of the Station of the Station of the Valleh outos are neveral suites.)	11M I T	ף אַ כּוּג ו וויח
DARAGEKEEPERS COLLISION COVERAGE		 \$ FACH LOCATION MINUS \$ DED, FOR BACH COVERED AUTO. 	6
PRYSICAL DAMAGE COMPRESENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER 181, F89, MINUS 5 DED. POR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSE GAUSED BY FIRE OR MONTINIO, Boo Supplementations, Held For Dealers "Altios" And "Autos" Held For Gale Dy Trajor Dealers And Non-Dealers.	\$
Physical Damage Specified Causes of Loss Coverage		AGTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MUNUS & DED. FOR EACH ORVERIED AUTOFOR LOSS CAUGED BY MICOLIEF OR VANDALISM. Son Bupplementary Schadule For Destro "Autos" And "Autos" Hold For Bed By Truller Destore And Not-Destore.	÷.
COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHIDHEVER IS 1538, MINUS & DSD. FOR EACH COVERED AUTO, See Supplementary Satedula For Designa "Autor" And "Autor" Held For Sale By Trated Oralers And Non-Dactors.	¥
PIYBICAL DAMAGE TOWING		8 Por Each Olsubjorrant Of A Private Passenger "Agio".	\$
		l	Ę
		ELAR WESTOORE NOT KON WEEL	s
	. 	TRIA COVERAGE	<u> *</u>
This college may be subled to flag	<u>}</u>	* ESTIMATED TOTAL PAYMENT	8 1,600

This policy may be cubjed to find public.

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ENDOREEMENTS ATTACHED TO THIS POLICY (other than applicable Forms and Endorsoments shown eleswhere in the palloy):

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of lazue;

THIS DECLARATION MUST BE COMPLETED BY THE ATTACKMENT OF A SUPPLIMENTARY SCHEDULE.

CAG 1830 1203

Page 2 of 3

Addrew v CBC POLU00003

CSC00231

PL000172

POLICY NUMBER: COP502860

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COMMERCIAL AUTO CA 03 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endowement modifies instrance provided under the following:

SUBINEBS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR GARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to exverage provided by this endorsement, the providions of the Covarage Form epply unless modified by the endorsement.

This endorsement alwingues the polloy effective on the leverydon date of the polloy unless another date is indicated below.

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SCHEDULE

Liability Deductible:	\$	1,000	Por "Accident"
*Property Damage" Dedicatible:	\$		Per "Acoident"
A first the second state the Debughter Control was will be about its the Deductions			

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Lightlify Coverage is changed as follows:

A. Liability Coverage Deductible

The damages caused in any one "sould-out" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deduction shown in the Schedule prior to the application of the Limit of insurance provision.

B. Property Damage Liebtilly Coverage Deductible

The damages that would otherwise be payable under Liability Coverage for "property damage" caused is any one 'acodent' will be reduced by the "Property Damage" Doductible shown in the Schedule provide the application of the Limit of Insurance providers,

CA 83 01 03 06

@ [80 Properties, [no., 2005

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Page 1 of 2 📋

Andrew v CSO POLCO3004

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O, Der Right To Reimbursement

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To satis any olaim or "sull" we may pay all or any part of any deducible shows in the Schedule, if this happens, you must reimburse us for the deducible or the part of the deductible we paid.

Page 2 of 2

@ ISO Properties, Inc., 2005

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Androw v CSC POLCC0005

CSC000233

PL000174

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CAG 1918 0807

THIS ENDORSEMENT CRAWGES THE POLICY. PLISASE READ IT CAREFULLY.

GARAGE OPERATIONS LIMITATION ENDORSEMENT

This endoreement modifies insurance provided ander the following:

GARAGE COVERAGE FORM

SCHEDULE

The following work and operations are included within the definition of "Garege operations": AUTO DEVAILING AND NASH

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

Page 1 of 1

Andrew v CBC POLODDDD

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

POLICY NUMBER: COPB02069

ITEM, THREE

LOCATIONS WHERE YOU CONDUCT DARAGE OPERATIONS

LOCATION ND.	A DD ROGE
HOCKICH NO.	Disto Your Si nin Business Lovation As Lovation No. 1.
·····	3678 E POST PD. 8"18 8. L.M. WEGAD. NV 891.20
<u>}</u>	3678 E POST RD, 878 8, 134 WEGAS, NV 89120
2	
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3	

TEN FOUR

LIABILITY COVERAGE - PAYROLL RATING BASIS FOR YOUR PREMISES AND OPERATIONS AND Konowned Autos Used in Your Business. Refer to item six for the Liability premiums for the Covered Autob you hire or Borrow, refer to item seven for Covered Autos you own.

LOCATION NO.	EBTIMATED PAYROLI.	RATE PER \$100 DF PAYROLL	
1	\$ 10,400	2 14.499	ļ\$ <u>1,60</u> 0
2	Ę	\$	3
3	в	8	ŧ
		TOTAL PREMIUM	<u>\$, t.500</u>

<u>LTEM PLV P</u>

GARAGEREEPERB COVERAGES AND PREMIUMS

Location No.	Qqvatages	Link Of Insurance for Each Loophan (Absence of a limit or doductible below taken that the corresponding (TER TVO limit in teductible applies.)
1	Comprohansive	\$ MINUS } DEDUCTIBLE FOR EACH CUSTOMER'S AUTO YOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMULA DEDUCTIBLE FOR ALL BUCH LOSS IN AKY ONE EVENT; OR
	Epocifică Causes Of Voce	S MINUS F DEDUCTIBLE FOR ALL PERILS BUBJECT TO S MAXIMUM DECUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	\$ MIXUS REPUCTIBLE FOR EACH QUOTOMER'S AUTO,
2	Comprehensive	MIMUSE DEDUCTIBLE FOR EACH CUSTOM ER & AUTO FOR LOSS DAUBED BY THEFT OR MISCILLEFOR VANDALISM SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ON E EVENT; OR
	Specified Cauces Of Loss	6 MIRUE 6 DEDUCTIBLE FOR AUL PARILS SUBJECT TO 5 MAXIMUM DEDUCTIBLE FOR AUL BUCH LOSS IN ARY ONE EVENT.
	Collieion	\$ WINUBS OFFICIALE FOR EACH OUSTOMER'S AUTO.

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@)80 Properties, Inc., 2000

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Andrew v CBC POL000007

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POLICY NUMBER: CCPS#2865

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TEN FYE (Cont'd)

э	Cothikahouelya	S MINUS 6 DEDUCTIBLE FOR EACH OUSTOMER'S AUTO FOR LOSE CAUSED BY THEFT OR MISCRIEF OR VANDALISM SUBJECT TO 8 MAXIMUM DEDUCTIBLE FOR ALL QUCH LOSS IN ANY ONE EVENT; OR
	Specified Course Of Leep	S MINUS OFFICIENCE FOR ALL PERILS SUBJECT TO MAXIMUM DEDUCTION OF ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	8 MINUA 8 DEDUCTRIAS FOR EACH OUS" ON ER'S AUTO.

PREMIUM FOR ALL LOCATIONS

Contreliensive	8
Bpacified Cousos Of 1.005	\$
Collinion	t

DIRECT COVERAGE OPTIONS

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

EL EXCESS INSURANCE

If this box is choosed, Garagekeepers Covorage remains applicable on a legal liability basis. However, opverage also applies without regard to your or any other "insured's" legal liability for "ices" to a "customor's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance powers your or any other "insured's" interest or the interest of the "customor's auto"s outo's auto's

D PRIMARY INSURANCE

It this box is checked, Garagekeepers Coverage is changed to apply without report to your or any other "Insured's" legal hability for "leas" to a "outlomar's auto" and is primary insurance.

ITEM SIX

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

	VABILITY DOVE	IRAGE - RATINO BASIS, (SOST DPHIRD	
STATE	ESTIMATED COST OF HIRBFOR BACH STATE	RATZ FOR GACH \$ 600 COST OF HIRS	FAOTOR (ILLIGISIILY Cevorage is Prim <u>ary)</u>	PR백사 IU M
	Į.	24		*
		<u> </u>	TOTAL PREMIUM	£

Cost of hire means the total amount you incut for the hire of "autoe" you don't own (not including "nutoe" you borrow or rent from your pariners or "employees" or their family members). Cost of hire does not include oharges for services performed by motor cardiers of property of passanguits.

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POLICY NUMBER: <u>newsoarse</u>

PRYSICAL DAM AGE COVERAGE

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COMPREISEVSIVE	ACTUAL CASH VALUE OR COBT OF REPAIR. WHICHEVER IS LEES, MINUS S 74D, FOR EACH COVERED AUTO, BUT NO BEDUCTIBLE A APLIES TO LORS CAUSED BY FIRE OR LIGHTING.	f.	9 9	s
BPECIFIED OAU852 OF LOS 9	A GTÜAL CASH VALUE OR GOST OF REPAIR, WHICHSVERIALESS, MIKUS 5	\$	6	ŧ
COLLISION	ACTUAL CADI VALUE OR COBY OF REVAIR, WHICKEVER IS LESS, MINUS \$ D50. FOR EACH COVERES AUTO.	\$	ŧ	ξ. E
			TOTAL PREMIUM	8

ITEM SEVEN

SCHEDULE OF COVERED AUTOR YOU OWN

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POI, ICY NUMBER:

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ITEN REVEN SCHEDULE OF COVERED AUTOR YOU OWN (Control)

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POLICY NUMBER: UUPAD2059

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

COVERARE	PHER 10 M OF 12 KIN IN A TION	PREMIUM
λи́то Миd)ов! Р≈утел€s Ср у	Auto Madical Payments Promition opirals % of the Mability Preinkun.	3
Premieen and Operations Modical Paymente (Does not apply to bodily fajory osused by sny suto)	Premiess and Operations Modical Phymotris Premium squals – % of the Duadity Premium.	\$
Remises and Operations and Auto Modical Paymonts	Premises and Operations And Auto Meeticat Payments Premium equals % of the Mability Premium.	5

<u>ITEM JUNE</u>

PRYSICAL DAMAGE COVERAGE - AUTOS HELD FOR SALE - TYPES OF COVERED AUTOS AND INTERENTS IN THESE AUTOS - PREMIUMS - REPORTING OR NONREPORTING BASIS

The Physical Damage Covorage provisions of the Garage Coverage Form relating to dealers apply to these "withe" hold for sale by non-dealars and trailer dealers.

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

	ТҮРКӨ ОР "АШТОӨ"			IN TEREST & COVERED					
COV KRAQES	Кл₩ *Аµlье4	Uead "Autuo" Demonstrators	Your Intervet Lin Covariet "Autoe" You Dwite	Your Intoraet Only (n "Finenaed Oovered "Autos"	Y piar Internet And The Interest Of Any Creditor Natiod.At A Cues Payles	All listerasts in Any "Auto" It of Over and By Yos Or Any Creditor Wille in Your Poerassion On Consignment Consignment			
Qomprehensive		<u> </u>	日			<u> </u>			
Bpcolff All General Of Lose	L			<u> </u>		<u> </u>			
Collision	 	<u> </u>	E E	<u>ם</u>	11	13			

LDCATION NO.	COVERABED	LIMIY OF INSURANCE FOR EACH LOCATION	51A T E8	niu Ma£9.
	Collibite per la collection de la collec	F MINUS 3 DEDUCTIBLE FOR MACH DOVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO S MAXIMUM DEDUCTIBLE YOR ALL SUDH LOSS IN ANY ONE EVENTIOR S MINUS 5 DEDUCTIBLE FOR ALL PERILS		5
1	Spocified Calvees of Loss	SUBJECT TO \$ MAXIMUM DEDUCTIONEROR ALL BUCK LODE (# A KY ONE OVER T.		
	Comprehensivo	AUTO FOR COST CAUGED BY THEFT OR MISCHIEF OR VARDALSER 9083 CAUGED BY THEFT OR MISCHIEF OR VARDALSER 9083 ECT TO A MAXIMUK DEDUOTIBLE FOR ALL BUCH LOSS IN ANY ONE EXCENT OR S MINUG 6 DEDUOTIBLE FOR ALL PERILG		3
2	Specified Coupes Of Loss	BUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL BUDK LOOS IN ANY ONE EVENT.		

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ITEM NINE (Control)

	Comprehensive	VANDÁLISIZ OUB	S DEDUCTIBLE F CAUSED BY THEFT OR NECT TO S MAXI DEGUCTIBLE FOR DEGUCTIBLE FOR	K¢X bcbUc')ISLE −! T¦ ok		B
3	Spealflod Causes Of Loss	BUSJEGT TO S BUCITOSS IN, AT	MAXIMUM DEDU Ny oneevent	CTIBLEFOR ALL		
		S MANUS S COVERED AUTO, BLAN				3
AII	Collision	Firet \$50,000	\$50,001 to 5100,000	Over \$100,000	Adjust- in fint Factor	Þremlum.
		1				3
				тотан режизи м	ŧ	ml == m

Our limit of theursmoe for "loss" at locations other then those stated in FTEM THREE.

- \$ Additional locations where you store covered "autos"
- 8 In Xraneit

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

You must report to us on our form the location of your envered "autos" and their total value at each such location. For your main saids location identified ex location no. 1, you must include the total value of all oovered "autos" you have furnished or made available to yoursolf, your exocutives, your "employees" or family members and other non-"amployeen", and covered "autos" that are templorarily displayed or storad at locations other than those stated in ITEM THREE above. For your main sales location you must include the total value of all service values.

YOUR REPORTING BASIS IS:

D 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 contein the value for the lest business day of every third month coming within the policy period.

D 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 intelneed day of the proceeding month.

Premiums will be calculated provide as 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 questerly premiums to determine your final promium due for the entire policy year. The estimated total premiums shown above will be oregited against the final premium due.

I NORREPORTING BASIS

Stated limit of incurance shown above applies.

Loss Payee - Any less is payable as interest may appear to you and:

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SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and and order onts shown elsewhere in the pulicy)

Forms and Endorsements applying to the Coverage Parts listed below and mode a part of this palicy at time of freue:

Feim) Endt: #	⊠ժմ⊈սու Ծովս	Tlüe	រីបែងៀ # of forma aelaciad: 15	
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CAG1961 (01/08) - ADDITIONAL CONDUCTIONS AND RECLUSIONS IN ADDITION OF FRUE $100 \times 100 \times 100$, NEVEN, CHERGES - CONCELLISIVE, RESUMPTION OF FRUE

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SERVICE OF SUIT CLAUSE

This endersement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART COMMERCIAL AUTO COVERAGE PART COMMERCIAL CRIME COVERAGE PART COMMERCIAL CRIME COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL FROPERTY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART RAID ROAD PROTECTIVE LIABILITY COVERAGE PART COMMERCIAL DATED OPERATIONS LIABILITY COVERAGE PART COMMERCIAL DATED IN COVERAGE PART COMMERCIAL DATED SIZE STABILITY COVERAGE PART COMMERCIAL EXCESS LIABILITY COVERAGE PART COMMERCIAL EXCESS LIABILITY COVERAGE PART COMMERCIAL EXCESS LIABILITY COVERAGE PART COMMERCIAL EXCESS LIABILITY COVERAGE PART REAL ESTATE AGENTS DERORS & OMISSIONS COVERAGE

It is agreed that in the event of the failure by us to pay any amount claimed to be due bereunder, 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 arking bereunder 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 shide by the final visiblen of such yourt 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 sulf and/or upon your request to give a written undertaking to you that we will enter ε general appearance upon our behalf in the event such a sulf shall be instituted.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endotsement modifies insurance provided Under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL ALTOMOBILE COVERAGE PART OOMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART CRIME AND FIDELITY COVERAGE PART EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART FARM COVERAGE PART UNITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS LIABILITY COVERAGE PART RALLUTION LIABILITY COVERAGE PART RALLOND PROTECTIVE LIABILITY COVERAGE PART RALLOND PROTECTIVE LIABILITY COVERAGE PART RALLOND PROTECTIVE LIABILITY COVERAGE PART

The following is acced:

The premium shown in the Declarations was computed based on rates in effort at the time the policy was issued. On each renewal, icculturation, or cambragany of the effective date of this policy, we will complibe the premium in accordance with our rates and tales 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

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- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advanced written notice of cancellation.
- We many cancel this policy by mailing or delivering to the first Moned Insured variation, autics of cancellation at least:
 - 10 days before the effective date of cancellation if we cancel for conjugated, of premium; or
 - b. 30 days before the officitive date of cancellation if we cancel for any office reason.
- We will mail or deliver our notice to the first Named Janued's last mailing address known to us.
- Notice of encellation will state the effective date of encellation. The policy period will end on that date.
- 5. If this policy is expected, you will send the first Named Insueed any promium refund due. If we cancel, the refund will be protota. If the first Named Insured cancels, the refund may be less than prototat. The cancellation will be effective even if we have not made or offered arelinal.
- If notice is stailed, proof of mailing will be aufinient proof of notice.
- B. Chunges

This priloy contidue all the agreements between you and us concerning the insurance afforded. The first named insured shown in the Declarations is authorized to make ohanges in the frame of this policy with our consent. This policy's forms can be amcaded or waived only by endowscenent issued by us and made a part of this policy.

C. Examination Of Your Bools And Records

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

- D. Inspections And Surveys
 - We have the right to:
 - Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- Recommend changes.
- 2. We are not obligated to make any inspections, surveys, repeats or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not rake safety inspections. We do not undertake to perform the doty of any person or expanization to provide for the health or safety of workers or the yablio. And we do not the yablio. And we do not the yablio.
 - a. Are suce or healthlift or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1, and 2, of 6% condition apply not only to 1.8, but also to any rating, advisory, rate services or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Variagraph 2. of this condition does not apply to any inepactions, surveys, reports or reconstrendations we may make relative to contification, under state or runnicipal statutes, ordinances or regulations, of boiles, message yeareds or elevators.
- E. Premiums

The first Named Insured shown in the Duclarations:

- Is responsible for the payment of all prevalence; and
- Will be the payee for any rotant premiums we pay.
- R. Transfer Of Your Rights And Duiles Hoder This Policy

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

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

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COMMERCIAL AUTO CA 00 05 10 04

GARAGE COVERAGE FORM

Verigue proviations in this policy restrict coverego, Read the untire policy carefully to determine rights, duties and what is and is not covered.

> Throughout this policy the words "you" and "your" rafer to the Named Insured shown in the Osciarations. The words "wa", "us" and "our" refer to the Company providing this insurance.

> Othar words and phrases that appear in quotation analys have special meaning. Refer to Section VI – Definitions,

SECTION 1 - COVERED AUTOS

Item Two of the Declarations shows the "autice" that are covered "autos" for each of your poverages. The following numerical armoois 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 Covated Auto Designation Symbols

<u>Symbol</u>	ļ	Description Of Covered Auto Designation Symbols
21	Any "Auto"	
22	Owned "Autos" Only	Only those "sulos" you own (and for Liabibily Coverage any "trailors" you clorit own while attached to power units you own). This includes those "sulce" you acquire twanship of oter the policy begins.
28	Ovateki Private Pessonger "Autos" Oniv	Only the private passenger "eutre" you two. This includes those private passenge "autos" you acquire ownership of after the policy begins.
24	Owned "Autoe" Other Than Private Passanger "Autoe" Only	Only those "autoe" you own that are not of the private passenger type (and for Liable "Ily Coverage any "trailers" you don't own vinite allighted to power ubits you own This includes those "autos" not of the private passonger type you social to write the of alter the policy begins.
25	Owned "Aqlue" Stib- Jeot To No- Feuit	Only These "autoe" you own that are required to have No-Fault benefits in the stat where they are licensed or principally gataged. This includes these "autos" you at quite extraction of alter the policy begins provided they are required to have No Fault begints in the state where they are licensed or principally gataged.
26	Owned "Autos" Sub- jeot To A Compulsury Uninsured Motofals Low	Only those "autoe" you own that because of the law in the state whete they are censed or principally garaged are required to have and cannot rejoct Uninsured Me torists Coverage. This includes those "autoe" you accuire ownership of after the policy begins provided they are subject to the same state uninsured motorists require mant.
27	Specifically Described "Autos"	Only those "aukas" georibed in item Seven of the Non-Dealers' and 'Traller Dealer Supplementary Schedule of Ivem Nine of the Dealors' Supplementary Schedule f which a premium charge is shown (and for Liebility Coverage any "trailers" you do own while attached to a power unit described in term Bovon of Item Nine).
28	Hizod "Autos" Only	Only those "autos" you lease, hite, raint or borrow. This does not include any "auto you lease, hite, rant, or borrow from any of your "employees", partners, (if you are partnership), members (if you are a timited liability company) or members of the howeeholds.
29	Non-Owned "Autos" Used In Your Ga- rage Business	Any "auto" you do not own, tease, htre, rent or bortow used in connection with yo parage business described in the Declarations. This includes "autos" twitted by yo "amployees" or partnets (if you are a partnership), members (if you are a finited ability buttipeny), or members of their households while used in your gamae bu ness.

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Symbol	Description Of Covered Auto Designation Symbols	
30	"Autos" Left With You For Belvice, Re- pair, Starage Or Balekeep- log	Any customer's land motor vehicle or traiter or semitratier while left with you for per- vice, repair, ctorage or subhaeding. Customers include your "employees", and members of their households, who pay for the services performed.
31	Doalors "Autoe" And "Autoe" And For Sale By Non-Deelers Or Trellar Desices (Physical Demage Cov- lerage()	Any "outue" and the Inferente In those "autos" described in item Seven of the Dest- ere' Supplementary Schedule or Item Nine of the Non-Dealers' and Tratler Dealers' Supplementary Schedule.

- B. Owned Autos You Acquire After The Policy Begins
 - If Symbols 24, 22, 23, 24, 26, or 20 are strlend next to a coverage in liam Two of the Declarations, then you have coverage for "autos" that you acquire of the typo decoribed for the remainder of the polloy period.
 - But, if Symbol 27 is chiered next to a ocvorage in itsm. Two of the Dockarations, an "auto" you acquire will be a covared "auto" for that coverage only it:
 - e. We extrady cover still "soluce" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - 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 "his Ouverage Form, the fullowing types of vehicles are also povered "autos" for Liability Coverage:

- "Tratione" with a load oppaolity of 2,000 pounds or less designed primarity for travel on public roads.
- Any "aritp" you do not own while used with the permission of its owner as a temporary autosttute for a covared "auto" you own that is out of service because of its;
 - a, Breakdown;
 - b. Rapeir

- Servicing;
- d, "Less"; or
- a. Destruction.
- SECTION II -- LIABILITY COVERAGE

A, Coverage

- 1. "Garage Operations" Other Then Covered "Autos"
 - a. We will pay at sums an "insurce" legally must pay as dumages because of "bodily injury" or "property damage" to violen this instrance applies caused by an "socident" and resulting from "gatage operations" other than the ownership, maintenance or use of covered "suber".

We have the right and duly to defend any "insured" against a "sull" asking for those camagas. However, we have no cluty to defend any "insured" against a "sull" seeking damages for "boolity injury" or "property damage" to which this insurance does not apply. We may investigate and settle any ofaim or "sull" as we consider appropriate, opticable ListAllity Goverage Limit of insurance – "Garage Operations" – Other Than Coverad "Actos" has been exitements.

- b. Tale insurance applies to "bodily injury" and "property demoge" only it:
 - The "social occurs in the coverage ferritory;
 - (2) The "boxiliy injury" or "property damage" coopere during the policy period; and

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- (3) Prior to the policy period, no "insured" listed under Who is An Issured and no "employee" authorized by you to give or receive notice of an "applicit" or "pioperiy damage" hat coouned, in whole or in gain, if auch a listed "sheared" or authorized "employee" knew, prior to the policy ported, that the "bodiy injury" or "proporty damage" cooured, than any osttionation, change or resumption of auch "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy beried.
- c. "Bodily Injury" or "property clamage" which occurs during the policy period and was not, prior to the policy period, known to have occursed by any "insured" listed under. Who is An insured of any "employee" authorized by you to give or receive indice of any "acodent" or claim, includes any continuentics, planage or resumption of that "bodily injury" or "property clamage" after the end of the policy period.
- d. "Bodily 'njury" or "property clamage" will be deemed to have been known to have ocourred at the serilest time when the "ineured" listed under Who is An insured or env "employes" authorized by you to give or nective holico of an "social of "or plant".
 - Reports all, or any part, of the "bodily injury" or "property demage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodlify injury" or "property damage"; or
 - (3) Becomes eware by any other means that "padily injury" or "property damage" has pooured or has begun to poour.
- 2. "Garage Operations" Covered "Autos"

We will pay all sume an "instruct" legally must pay as damages because of "bodily injury" of "property damage" to which this insurance appiles, caused by an "socident" and resulting from "garage operations" involving the ownership, maintainance or use of covered "autos". We will glap pay all autris an "Insured" legally inust pay ba a "bovered pollution wast or oxpense" to which this insurance applies, caused by an "accident" and resulting from "gatage coartitans" involving the ownership, maintenance of use of covered "autoe". Howaver, we will only pay for the "bovered pollution cost of expense" if there is either "bodiy infuty" or "ploperty damage" to which this insurance epplies that is coursed by the same "condent".

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We have the right and duty to datend any "insured" against a "sulf" eaking for such damages or a "covered pullulion cost or expense", However, we have ne duty to defend any "insured" against a "sulf" seeking damages for "bodily injury" or "property damage" on a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and aetite any olaim or "sulf" as we consider appropriate. Our duty to defend or eatile ende when the filability Coverage Limit of Insurance — "Garage Operations" – Covered "Autos" has been extrausted by payment of Judgmente At settlemente.

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- 8. Who is An Insurad
 - a, The following are "heurede" for govered "autoe":
 - (1) You for any ouvered "auto".
 - (2) Anyone also while doing with your permission a covered "auto" you cwn, hire or borrow except:
 - (a) The events or alsyone else from where you have or borrow a obversed "auto". This exception does not apply if the powered "auto" is a "trailer" connected to a coversid "auto" you count.
 - (b) Your "employee" If the ocvered "auto" is owned by that "employee" or a member of hig or hor isoueehold.
 - (c) Someone using a covered "auto" while he as she is working in a businass of setting, servicing, regaining, parking or storing "autos" unloss that business is your "garage operations".
 - (d) Your customers, if your business is shown in the Declarations as an "tatto" destanting, However, if a customer of yours;
 - (I) Has no other available incornors (whather primary, excess or contilingent), they are an "incurred" but only up to the computery or frnancial teeponeibility law kimite where the covered "auto" is primolpelly garaged.
 - (II) Has other available insurance (whether primary, excess or contingent) less than the computency or financial papponsibility faw lineits where the ocvened "autor" le principality garaged, they are an "inauxed" only for the amount by which the computency or financial responsibility law limits exceed the limit of they other insurance.

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- (e) A partner (If you are a partnership), or a member (If you are a limited liability company), for a wave collination owned by blin or her are member of his or her household.
- (9) Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- b. The following are "instreds" for "garage operafters" priver than powered "autoe":

You.

- (2) Your pathers (if you are a partnership), membero (if you are a limited liability company), "employees", directore of chareholders but only while soting Within the scope of their duffes.
- 4, Coverage Extensions
 - a. Supplementary Payments
 - In addition to the Limit of Insurance, we will pay for the "insured":
 - (1) All expenses we hour.
 - (2) Up to \$2,000 for the cost of hall bonds (including bonds for related traffic law violations) required because of an "eccidant" we ocver. We do not have to fushigh these bonds.
 - (6) The cost of bonds to release atteohments in any "suit" against the "insured" we defend, but only for joind amounts within our Limit of insurance.
 - (4) All reasonable expanses froutned by the "Insured" at our request, including potual loss of comings up to \$250 a day proques of time of from work.
 - (6) All costs texed egainst the "insured" in any "sult" against the "insured" we defend.
 - (6) All Interest on the full emount of any judgment that accrues after entry of the judgment in envy "sulf" against the "ineured" we defend; but our duty to pay interest ends when we have peld, offered to pay or deposited in boult the part of the judgment that is within our Limit of insurance.
 - b. Out-Of-State Coverage Extensions While a covered "auto" is every from the state where it is iloeneed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a computerity or financial respecializity law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limits specified by any law governing motor califiels of passangers or propenty.
- (2) Provide the minimum amounts and types of other coverges, such as the fault, required of out-ci-sinte Vehicles by the juriediction where the coverged "sulle" is ficting used.

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

B. Exclusions

This insurance does not apply to any of the following:

Expected Or Intended Injury.

"Bodily injury" or "property claimage" expected or intended from the elandpoint of the "insured". But for "gatage operations" other than powered "autoe" this exclusion does not apply to "bodily injury" resulting from the use of reasomeble force to protect persons or property.

Contractual

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

- a. Assumed in a contract or egreement that is an "insured contract" provided the "bodily injury" or "property densige" coottra subsequent to the execution of the contract or agreement; or
- b. "Thet the "Insurad" would have in the absence of the contract or agreement.
- 3. Workers' Compensation

Any collgation for which the "insured" or the "insured" interfor may be hold liable under any workers' comparisation, disability benefits or unemployment componention law or any similar law.

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 Employee Indemnification And Employer's Liability

"Bodily injury" to:

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- a, An "employee" of the "insured" atleing but of and in the course of:
 - Employment by the "institled"; or
 - (2) Performing the duties related to the conduct of the "Insured's" business; or
- b. The appuace, child, parent, brother at sister of that "employee" as a connection of Paragraph a, above.
- A person arising obt of siny:
 - (1) Refuse to employ that person;
 - (2) Termination of that parson's employment; or
 - (8) Employment-related practices, policics, acts or omissions, such as coercion, denotion, evaluativa, repesignment, cled.pline, dofamation, haravament, humiliation or depolicituation directed at that percent or
- d. The spouse, child, parent, brother of eleter of that person as a consequence of "bodily injury" to that person at whom any of the employment-related precises described in Peregraphs (1), (2) or (3) above and dyreoted.

This exclusion applies:

- (1) Whether the "insures" may be liable as an employer or in any allow respectly; and
- (2) To any obligation to share damages with or repay comeone else who must pay damages because of the injury.

But this evaluation does not apply to "bodily injury" to domestic "employees" not antified to workers' componential benefits on to itability 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 pencipally in connection with a realdence premises.

6. Fellow Employes

"Bodily Injury" to any fellow "employee" of the "Insured" aneling out of and in the cotase of the fellow "employee's" employment, or while performing cuttee related to the conduct of your business. 6. Care, Custody Or Control

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"Property damage" to or "enversed politition cost or expanse" involving:

- Properly exact, rented of neoupled by the "insured";
- Property leaned to the "instruct";
- Property held for sale or being frameported by the "Insurad"; or
- Propulty in the "insured's" care, pusibility or control.

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

Logsod Autos

Any povered "auto" while leased or reinted to others. But this exclusion does not apply to a povered "auto" you react to one of your coatopers while their "outo" to test with you for betwee or repair.

- Pollution Exclusion Applicable To "Garage Operations" -- Other Than Covered "Autos"
 - a. "Bodily injury" or "proparty damage" attaing out of the solusi, alleged or threatened disohange, dispersel, saepage, migration, release or escape of "polititants";
 - (1) At or from any premieve, alte or location tript is or was at any time owned or opoutpled by, or renied or loaned to, any "neured";
 - (2) At or from any promises, sits or leastlon that is or was at enry time used by or for any "meured" or others for the handling, storage, bleppes, precessing or inestment of waste;
 - (3) At or from any premises, site or lengtion on which any "instract" or any contractors or subcontractore working directly or indirectly on any "fustract" behalf are periorning operations:
 - (a) To test for, rounitor, clean Up, remove, contain, treat, detoxify or neutrulize, or in any way respond to, or eccess the effects of the "pollutante", or
 - (b) If the "pollutanis" are brought on or to the premises, site or location in connection with such openations by such "insured", contractor or subcontractic; or

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

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Paragrepha a.(1) and a.(6)(b) do not apply to "bodily injury" or "proparty damage" adeing out of heat, emoke on furnee from A boulije file. A houtle file means one that booames uncontrollable, or breaks out from where it was intended to bo.

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Peragraph a.(1) does not apply to "bodily injury" if euslalitud within a building and caused by smrke, firmes, vapor or soot from equipment used to heat that building.

Paragreph a.(3)(b) does not apply to "bodily injury" or "property damage" stistalined within a building and causod by the release of galase, funces of vapora form material brought into that building in connection with operations being performed by you or on your behalf by a contracter or subcontractor.

b. Any luse, post or expense adolog out of any!

- (5) Request, demand, order or statutory or regulatory recjulisment shat any "ineured" or others teet for, monitor, aleas elp, remove, contain, treat, defoxily or neturalize, or in any way respond to, or assess the effecte of "polludarite";
- (2) Claim or sull by or on behas of a goverinmental authority for damerica benause of testing for, monitoring, cleaning up, removing, containing, treating, detecting or neutralizing, or in any way responding to or assessing the effects of "pollutarite",

However, this paragraph does not apply to liability for demages because of "properly demage" that the "Insured" would have in the absence of such request, demand, or der or statutory or regulatory requirement, or such oatm or "sult" by or on behalf of a governmental suthority.

9. Pollution Excitation Applicable To "Garage Operations" - Covered "Autos"

"Excitive injury" or "property damage" atteining out of the potusi, plagad or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- That are, or that are contained in any propenty that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "atto";

(2) Otherwise in the course of framely by an on behad of the "insures"; or

- (3) Being stored, disposed of, ireated or processed in or upon the proveted "auto";
- b. Befare the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are apcepted by the "insured" for nuovement intuor onte the covered "auto"; or
- c. After the "pollutential" or any property in which the "pollutential" are contained are moved from the ouvered "auto" to the place where they are finally delivered, disposed of or ubandoned by the "insured".

Paragraph a, above does not apply to fuels, tubileanta, builda, axisaast gases or other similar "pollutania" that are passible for or result from the normal electrical, hydraulic or result from in indicaling of the covered "auto" or its parts, it the "pollutante" cacapa, seep, thiprate, or are stacharged, dispersed, or nicesed directly from an "auto" part designed by its manufacturer to hard, store, receive or dispose of auob "pollutante".

Paregraphie b, and c, above of this exclusion do not apply to "aco/depts" that coour away from premises owned by or rental to an "insured" with respect to "pollulants" not in or upon a ovvered "auto"):

- (1) The "polk tants" or any property in which the "polk tante" are contained are upset, ovariumod or damaged as a result of the maintenance or Use of a powered "auto", and
- (2) The discharge, dispersal, appropriate, migration, release of eacrose of the "pollutants" is caused directly by such upset, overlam-of damage.
- Racing

Covered "autos" while based in any professional of organized racing or demolition contest or stunting activity, or while practicing for such contest or exitivity. This insufactor also does not apply while that covered "actio" is being prepared for auch a contest or activity.

11. Watercraft Or Alteraft Any watercraft or alteraft except watercraft while ashare on pretries where you monifulat "gatage operations".

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12. Defective Products

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"Preparty clamage" to any of your "products", if caused by a defoct 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 Ferformed

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

14. Loss Of Use

Loss of the of other property not physically damaged (frequently)

- a. A delay or follow by you or snyone soling on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangeraue condition in your "products" or "work you performed". But link exclusion, 14.b., does not apply if the loss of use was caused by sudden and eorkiental damage to an destuction of your "products" or "work you performed" after they have been put to their intended use.
- 15. Products Recall

Damages claimed for any loss, obst or expense incurred, by you or others for the loss of use, withdrawai, recall, Inspection, repair, replacement, adjustment, removal or disposal of your "producte" or "work you performed" on sither property of which they lorm a part, if such product, work or property la withdrawn or recelled from the matter or from use by any pereous or organization because of a known or

- euspaciad deleot, definiency, ipadequary or depgesous condition in it.
- 16. War

"Heally injury" or "property demage" due to war, whether or not declared, or any act or condition footient to war. War includes ovill war, incurroction, rebellion or revolution. This exclusion applies only to Solality assumed under a contract or agreement.

17. Liquor Liability

"Bodily Injury" or "property damage" for which an "instand" may be held faitle by receipt of;

- a. Causing or contributing to the interfection of any person;
- b. The furnishing of alcoholic beverages to a person under the legal difficing age or undenthe injuence of slochul; or
- Any etalute, ordinance or regulation relating to the eals, glft, distribution or use of alcoholic bavarages,

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

- (1) Serving or fundaliting allocholia beverages fund pharge Whether or not such activity:
 - (a) Requires a lloanse; or l
 - (5) Is for the purpose of timenolal gain or livelihood; or
- (2) Sorving or furnishing abolinatio beverages without a pharge, if a license is required for such sotivity.
- Limit Of Insurance
 - Aggregate Limit Of Insurance "Garage Operations" – Other Than Coverert "Autos"

For "gatage operations" other than the ownerahlp, maintenance or uso of povered "autos", the following applice:

Regardiese of the number of "Insureds", claime made or "auite" brought or persone or organizetters maiding detine or bringing "atilte", the most we will pay for the sum of all demagos invetting "garage operations" other than "auto" is the Aggregate Unit of theurence – "Carego Operations" – Ofher Then Covered "Autoe" for Uperitones - Other Then Covered "Autoe" for Uperitones.

Demegae peyable under the Aggregate Limit of Institutions --- "Garage Operations" -- Other Than Cavered "Autor" consist of demages reauting from "gatage operations", other than "autor" indinated in section 1 of this Coverage "autor" indinated in Section 1 of this Coverage Form as powered "eutors", inducting the followling coverages, if provided by endorsoment:

- Personal Infuty^{al} liability coverage;
- b. "Personal and advoitably injury" liability powerage;
- Host liquor liability advorage;
- d, Fire laga) (tabtility povoregie);
- inoltental medical malpraotice liability covarage;
- f. Non-owned waterprait coverage;
- Broad form products coverage.

Damages payable under the Each "Acoldent" Limit of Insurance – "Garage Operationa" – Other Than Ouvered "Autos" are not payable under the Each "Acoldent" 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 wom any one "acoident" is the Each "Acoldent" Limit of inaurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown In the Declarations,

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All "bodily injury" and "property damage" resulting from continuous or reposited exposure to substantilely the same conditions will be considered as resulting from one "soulder if".

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The Apgregate Limit of its/france – "Carage Oppretions" Other Than Covered "Attos" applies expanded to each consecutive annual pericid and to any remaining period of less than 12 months, stating with the beginning of the policy pariod shown in the Ceolerstions, unless the policy pariod shown in the Ceolerstions, unless the policy period is extonded after leadance for an additional period of less than 12 morths. In that case, the additional period will be deemed part of the tast preceding particular program of clatomining the Aggregate Limit of Indurance – "Carage Operations" – Other Than Coverad "Autor".

 Limit Of Insurance – "Garage Operations" – Covered "Autos"

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

Regardless of the htmbs: of covered "autos", "Instructed", premiuma paid, claims made or vehiolos involved in the "acoident", the most wa will pay for the total of all damages and "ouvored pollution oust or expense" combined, reeating from any one "acoident" involving a covered "auto" is the Each "Acoident". Limit of insurance – "Garage Oparations" – Covered "Autos" for Liability Coverage shown in the Declamations.

Demages and "covered pollution cost or expense" payable under the Each "Acoldent" Limit of Ineuranoa – "Genage Operational" – Opvered "Autos" eze not psysible under the Each "Acoldent" Limit of Ineuranoe – "Galage Operations" – Other Than Covered "Autos",

All "cooliny injury", "property damage" and "covered pollution cost of expense" resulting from continuous or repeated exposure to existentially the same conditions will be considered as resulting from one "acoldont".

No one will be entitled to receive duplicate psymetria for the same elamenta of "lose" under this Coverage Form and any Medical Psyments Coverage endorsement, Unineured Moforlats Coverage endorsement or Underhaured Motorista Coverage endorsement attached to IN's Coverage Part.

D. Deductible

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

SECTION III -- GARAGEKEEPERS COVERAGE

A. Coverage

- We will pay all surves the "Insured" legally must pay as demages for "loss" to a "outformar's nuto" or "outformer's auto" confirment left in the "insured's" outs while the "insured" is attending, servicing, repeiring, parking or storing it in your "garage operations" under!
 - a. Comprehensive Coverage
 - From any couse except:
 - The "customer's auto's" collision with smallpor object; or
 - (2) The "oustomer's gald's" overture.
 - b. Specified Gauses Of Loss Coverage Caused by:
 - (1) Fire, lighthing at explosion;
 - r) f∥olfngrannig af a
 - (2) Theft; of
 - (8) Mischlef or vandalism,
 - Collision Coverage
 - Caused by:
 - The "oustomer's auto's" collision with another object; or
 - (2) The "obstomer's subfa" overturp.
- 2. We have the right and duly to defend any "Insured" against a "sult" asking for these damages, However, we have no duly to defend any "insured" against a "sult" esolding damages for any less to which this insurance does not apply. We may investigate and eattle any claim or "sult" as we consider appropriate. Our duly to defend or settle ende for a coverage when the Unit of insurance for that coverage has (son) exhausted by payment of judgments or settlements.
- 8. Who is An Insured

The fullowing are "insuration" for "loss" to "bustomer's autos" and "bustoner's auto" equipment:

- a. You.
- b. Your partners (if you are a partnership), mambare (if you are a limited itebility company), "employees", discours or shareholdere while acting within the ecope of their dutios as such.
- Coverage Extensions

The following applies as Supplementary Paymenta, in addition to the Umit of Ineuranos, we will pay for the "Ineurad":

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- b. The cost of bonds to release attachmentia in any "suit" against the "Insurad" we defend, but only for bond emounts within our Limit of Insurance.
- c. All reasonable expensions incurred by the "Insured" at our request, including actual less of carr.ings up to \$260 a day because of time of from work.
- d. All costs twod against the "insureo" in any "suff" against file-"insured" we defend.
- e. All interset on the full amount of any judgment that sootnes after ontry of the judgnanit in any "sulf" against the "Insured" we defend; but our duty to jusy interest ands when we have paid, offered to pay or deposited in court the part of the judgment that is within our Linuit of Insurance.
- B, Exclusions

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- This insurance does not apply to any of the following:
 - a. Contractual Obligations

Liebsily resulting, from any agreement by which the "Insured" accepts responsibility for "lose".

h. Theft

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

- c. Datective Parts
 - Defective parts or materials,
- d. Faulty Work
 - Faulty "work you performed",
- We will not pay for "ress" to any of the following:
 - Tape decks or other sound reproducing equipment unloss permanently installed in a "oustomer's extor".
 - b. Tapee, recurds or other sound reproducing devices clearly for use with sound reproducing equipment.
 - c. Sound receiving equipment designed for use as a cliterial band radio, two-way mobile radio or texplicite or sparsing manifor receiver, including its antennes and effect accessories, unless permanently installed in the dash or console opening normally used by the "outcome"s sulo" manufacturer for the installation of a radio.
 - cl. Any device designed or used to detect speed maseuring equipment such as redar or laser detectors and any jermining apparatus intended to elude or disrupt speed measuring equipment.

C, Limit Of Insurance And Deductible.

- Regardless of the number of "customer's bates", "insurate", premiums paid, claims made or "suite" prought, the most we will pay ib: cach "losd" at each location is the Garegekeepets Coverage Limit of Insurance shown in the Declarations for that 'solation minus the applicable deductibles for "loss" caused by collision; and
 - a. Theft of inisoble/ or vandalism; on

b. All perils.

- The maximum deductible stated in the Declarations for Garagekeepele Coverage Compreheneive or Specified Courses of Loss Coverage is the most that will be deducted for all "lose" in any one event caused by:
 - a. Theft or traischief or vandebiern; or
 - b, All parls.
- Sometimes to eattle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburge us for the deductible or their portion of the deductible that we paid,
- SECTION IV PHYSICAL DAMAGE COVERAGE
- A. Goverage
 - We will pay for "see" to a covered "guto" or its equipment under:
 - a, Comprehensive Coverage
 - Froin any cause except:
 - (1) The covered "auto's" collision with another object; of
 - (2) The obvioled "auto's" overturn.
 - b. Specified Causes Of Loss Coverage Caused by:
 - (1) Fire, "Ightning or explosion;
 - (2) Tnell;
 - Windstorm, hall or earthquake;
 - (4) Flood;
 - (6) Misebier to Yandellem; of
 - (8) The sinking, burning, collision or detailmont of any conveysions transporting the covered "auto".
 - с, Collision Coverage

Calised by:

- The covered "auto"s" opillation with another object; or
- (2) The covered "auto's' overburn.

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2. Yowing - Non-Dealets Only

If your puerheas is shown in the Declarational as comothing other than an "auto" dealership, we will pay up to the limit shown in the Declarations for towing and lebor costs invurred each time a covered "auto" of the private passenger type is clashed. However, the lator must be performed at the place of disablement.

 Glass Breakage ~ Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Compreheneive Coverage for the damaged coverad "auto", we will pay for the fol-Jewing under Compreheneive Coverage:

- a. Glass breakege;
- b, "Leas" enough by hilling a bird or animal; and

c. "Loca" caused by falling objects or missiles, However, you have the option of having glues breakage caused by a covered "autors" collalon provertum considered a "fose" under Collision Coverage.

- 4. Goverage Extension
- a. Trapsportation Expenses

If your business is shown in the Declarations as comething other than an "outo" deplensible, we will pay up to \$20 per day to a maximum of \$600 for temporary transpottation expanse insured by you because of the total theit of a covered "outo" of the pritation expanse insured "outo" of the prithose covered "outoe" for which you carry elliper comprehensive or Specified Causes of Lose Covereds. We will pay for temporary transportation expenses insured during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "outo" is returned to use or we pay for its "loss".

b. Lost Of Use Exponses

For I litred Auto Physical Damega, we will pay expenses for which an "insured" baconnet legally responsible to pay for loss of use of a vehicle rented or hirod without a driver, under a written rental contract or agreement. We will pay for lose of use oxpensee if or weat by:

- (1) Other than cellision only if the Declarations indicate that Comprehensive Covorage is provided for any covered "leater";
- (2) Specified Cadess Of Loss only if the Deplarations indicate that Specified Cadess Of Loss Coverage is provided for any coverad "subolity or

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

However, the must we will bey for any oxpenses for loss of the is \$20 per day, to a speximum of \$600,

- B. Exclusions
 - We will not pay for "locs" caused by or reculling fram any of the following. Such "loca" is exolucied regardless of any other bause or over that contributes conclurately on in any sequence to the "loss".
 - n, Nuclear Hazard
 - The expication of any weapon employing atomic fiscion or fusion; or
 - (2) Nublear reaction or radiation, or radiatetive contamination, however caused.
 - War Or Milltary Action
 - War, Including underland or offit war;
 - (2) Wenike action by a military force, including action in hindering or defending egainst an actual or expected attack by alty government, severeign or other authority using military personnel or other agents; or
 - (S) Insurraction, rebailtion, revolution, usurped power or sotion taken by gowennnesdal suthority in htndssing, or defonding against any of these.
 - We will not pay for "loss" to any of the following:
 - a. Any privated "auto" loased or related to other are unless rented to one of your ouslontese while their "auto" is left with you for service or repair.
 - b. Any covered "suite" while used in any proressional or organized racing or demolition workest or slunting activity, or while practioing for each contest or solivity. We will stap not "pay for "loss" to any covered "auto" while that covered "auto" to boing propored for such contest or solivity.
 - c. Tapes, records, diacs or other similar audio, visual or data electronic devices designed for use with audio, visual or data olocitorito squipment.
 - (t. Any device clearing equipment each to detect speed measuring equipment each as rader or peer detectors and any jamming eparatus intended to alude or drampt epaed measurement equipment.

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- a. Any electropic equipment, without regard to whother this equipment is pomenently installed, that reactives or transmite audio, visual or data signale and that is not de-signed, solely for the reproduction of sound.
- f. Any accessories Deed with the electronic equipment described in Paragraph e. above.

Explusione 2.e. and 2.f. do not apply to:

- a. Equipment dealgned solely for the remodividion of sound and sockeav/las used with such equipment, provided such equipment is permanently instatud in the covered "suto" at the time of the "lose" or such equipment is removable from a housing unit which is permateristly installed in the covered fauto" at the time of the "lose", and such equipment is dealgned to be solely operated by use of the power from the "sulo's" electrolal eyelem, in or upon the percent "auto"; or
- Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the povered "auto's courating system; or
 - (2) An Integral part of the series unit housing any sound reproducing equipment described in a shore and permanently installed to the opening of the desh or concole of the opening of the desh or concole of the opening for the manufacturer for the manufacturer of a radio.
- S. Fajse Pretense

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

- a. Someone baseling you to voluntarily part with it by trick or scheme or under false pretonees; or
- b. Your acquiring an "suito" from a sellar who did not have legal title.
- if your business is shown in the Declarations as an "auto" dealership, we will not pay for:
 - a, Your expacted profit, including lose of market value or resple value.
 - b. "Lose" to any covered "auto" displayed or stored at any costion not shown in item Three of the Declarations if the "loss" coours more than 45 days after your use of the location begins.

c. Under the Collision Covarage, "loss" to any opvered "axtio" while being driven or transported from the point of purchase or distributton to its destination if such "points are more than 50 read initial apart.

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

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- We will not pay for "ices" to a covered "auto" due to "diminution in value".
- 6. Other Exclusions

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

- g. Wear and tes:, freezing, mechanical or efactrical breakdown;
- b. Blowouts, punctures or other road damage to those.

-C. Limits Of Insurance

- The most we will pay for "loss" to any one-powend "auto" la the losser of:
 - a. The actual cash value of the damaged or stellar, property as of the time of "lose"; or
 - b. The cost of repairing or replacing the damaged or eloien property with other property of like kind and quality.
- An adjustment for depreciation and physical condition will be made in determining solution cash value in the ovent of a total "tota".
- If a papelr or replacement results in better then like kind or quality, we will not pay for the emount of the betterment.
- For those businesses shown in the Declarations as "enter dealerships, the following provisions also apply:
 - a. Regardless of the number of covered "guides" involved in the "lose", the most we will pay for all "lose" at any one location is the amount shown in the Auto Deslers Supplementary Schedule for the boolers autoe" involved in the "lose", the tocat we will pay for all "lose" in transit is the smourt anown in the Auto Deslers Supplementary Sopedule for "lose" in transit.
 - Quarterly Or Monthly Reporting Premium Basis

It, on the date of your tast report, the actual value of the covered "autoe" at the "loss" looation exceeds what you lest reported, when a floss" coours we will pay only a porcentage of what we would otherwise be obiligated to pay. We will determine this paroantage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

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If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 76 percent of the Limit of Insurgisce shrxmn in the Auto Dealars Supplomontary Schedule for the applicable location.

c. Non-Reporting Premium Basis

If, when "lose" occurs, the total value of your covered "autoe" 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 de-termine this percentage by chooing the limit by the total values you actually had when ^{al}iose^{ic} coopgied,

D. Deductible

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For each covered "euto", our obligation to pay for, repair, nation or replace damaged or elocal prop-orty with the reduced by the solicity with shown in the Declarations provided that.

1. "Auto" Dealers Only Special Deductible Provisions

if your business is shown in the Declarations es an "euto" dealeistilti)

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

(4) Theft or unisoble for vendalising or (2) All perile.

- b. Regardless of the number of opvered "autos" damaged or staten, the pet "lows" decustible for Comprehensive or apod/god ert ni nworle sperovoo seol to reauto Declarations is the maximum deducifielie applicable for all "loss" in any one event oautred by:
 - (1) Thest or mischlef or vandaliam; or
 - (2) All perile.
- 2 Non-Dealers Only Special Deductible Provisions

(f'your bushass is shown in the Declaratione as comething other than an "auto" designable, the Comprehencive 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 Polley Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we obsquee on the amount of "ross", where may domand an appraised of the "loss". In this event, each usily will acleat a compatent apphaleon, The two appraisers will believe a ophysical and impathal unoke.

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The appraisers will state separately the solual ose), value and amount of "less", 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

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b. Bear the other exponses of the oppraisell and unpipe cqually.

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

 Buttes In The Event Of Acodent, Claim, Suft Or Loss

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

- a. In the event of "socident", dalia, "sull" or "ass", you must give us or our suthorized representative prompt table of the socident or "lose", include:
- (1) How, when and where the "acoident" of "locs" coolured;
- (2) The "graured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and withouses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make rx, payment or incur no expanse without our concert, except at the "insured's" own post.
 - (2) Immediately send to copies of any raquest, demand, order, holics, summars or legal paper received concerning the olatmon "aut".
 - (3) Cooperate with us in the investigation of settlement of the balan or defense against the "sult".
 - (4) Authorize us to obtain maximal records or other partment information.
 - (5) Submit to examination at our expense, by physicians of our oboloe, as often as we reaconably require.
- If there is "iose" to a covered "sulo" or its equipment you must also do the following:
 - (1) Promptly notify the polloe if the covered "suto" or any of its equipment is stolen.
 - (2) Take all reasonable stops to protect the ocverad "auto" from fulther damage. Also keep a record of your expanses for consideration in the settlement of the elem.

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Andrew v CSC POL000038

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- (3) Perrylt us to ineque the covered "auto" rect received the "cost balance its repair or disposition.
- [4] Agree to examinations under oath at our tacuost shid give us a signed statement of your enswers.
- 3. Legal Action Against Us

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

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "theured" has an obligation to pay or until the amount of that obligation thas finally been determined by judgment after that the one has the light under this policy to bring us info an action to determine the "incurse" liebtilly.
- Loss Payment Physical Damage Covarages

At our optich we may:

- Pay for, repair or replace datasged or stolon property;
- b. Return the stelon property, at our exponse. We will pay for any damage that results to the "auto" from the theft; or
- Take all or any part of the demaged or stolen property at an egreed or appraised value,

If we pay for the "loss", our payment will inolude the applicable coles tax for the damaged or cloten property.

 Transfer Of Rights Of Recovery Against Others To Us

If any person or arganization to or for whom we make payment under this Covarago Form has sights to recover damages from excitine, these rights are transferred to us. That person or orgenization must do everything necessary to example our rights and must do nothing after "apoldent" or "tues" to impet them.

- **B. General Conditions**
 - Banktuptey Benktuptey or insolvency of the "insured" or the "insured"s" estate will not relieve us of any obligations under this Coverage Form.
 - Conceatment, Wiscopresentation Or Fraud This Goverage Form is vala in any case of fraud by you at any time to it relates to this Coverage Form. It is also vold if you or any other "insured", at any time, intentionally porceal or misrepresent a meterial fact concerning:

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a. This Coverage Form;

- 5. The covered "auto".
- c, Your interest in the opveted "suite"; or
- d. A claim under this Coverage Ferm.
- 3. Liberalization

B we review this Coverage Form to provide more acverage without additional premittim charge, your policy will automatically provide the additional coverage as of the day the revision is clicctive in your state.

 No Benefit To Ballee - Physical Damage Coverages

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

- Other Insurance
 - a. For any covered "auto" you cwn, this Coverage Feith provides primary insurance. For any covered feature provided by this Coverage Form is excess over any other collectible insurance, However, while a covered "autor" which is a "traiter" is connected to another vehicle, the Ligbility Coverage this Coverage Form provides for the "traiter" is:
 - (1) Expects while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covared "auto" you own.
 - b. For Hirod Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or locrow is deemed to be a covered "auto" you, own, Rowever, any "auto" that is leased, hired, rended or borrowed with a driver is not a covered "auto".
 - c. Regardlease of the provisions of Paragraph a, above, this Coverage Form's Liability ocverage is primary for any liability essumed under an "Instated contract".
 - d. When this Coverage Form and any other Coverage Form or polloy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that live Limit of insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and pollola coverage on the same basis.

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6. Preinfum Audit

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- a. The estimated premium for this Covarage 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 expressive. The estimated lotal premium will be chadled egglest the final premium will be chadled significant the final premium will be billed for the belence, if any. The due date for the belence, if any. The due date for the belence, if any. The due date for the belence, if any, the due date for the belence of the belled for the belence of any. The due date on the tot, if the eather as the due date on the tot, if the eather the final premium expeeds the final premium dhe, the first Named insured will get a refurd.
- b. If this policy is leaved for inste then 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 Pariod, Odverage Territory
 - Under this Orwaryge Form, we cover:
 - a, "Boality Injury", "property demage" and "isases" constiting; and
 - grialize "exercise cost or expense" arising out of "acritenter" coourring

during the policy period shows in the Declaretions and within the ocverage territory.

The opvorage territory is:

- e. The United States of Amorica;
- b. The territories and possessions of the United States & America;
- c. Puerto Ricc:
- d. Canada; end
- e. Anywhere in the world it:
 - (1) A adverted "auto" of the private passenget type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insuracis" responsibility to pay damages is determined fir a "cult" on the market, in the United States of Amarice, the territoriae and possessions of the United States of America, Puerto Rica, or Canada or in a settlement we appeato.

We also cover "boolly injury", "property damage", "oovered pellution oust or expense" and "losses" while a povered "suto" is being transported between any of these places. The coverage fairlivity is extended to shywhere in the world if the "badity injury" or "property demage" is caused by one of your "products" which is eold for use in the United States of America, its faniloties or passessions, Pueric Rico or Canada. The original "sulf" for domages resulting from such "bodity injury" or "property damage" must be brought in one of these places.

 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 also company affiliated with ne apply to the came 'acoldent', the appreciate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of insurance under any one Criverage Form of policy. This condition (lose not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply or excess insurance wer this Coverage Form.

SECTION VI - DEFINITIONS

- A, "Applied" includes continuous or repeated exposure to the same conditions resulting in "codily injury" or "property demage".
- B. "Auto" means a land motion vehicle, "Italian" or conditrailer.
- c. "Bodily injury" means bodily injury, slotmess or clisease sustained by a parson trotucting cleath reeutling from any of these.
- p. "Covered pollution cost or expense" theans any opet or expense arising out of.
 - Any request, demand, order or statutory or regulatory regularment; or
 - Any claim or "sult" by or on behalf of a governmental authority demanding

that the "Insured" or others test for, monitor, clean up, remove, contain, treat, delaxity or nourialize, or in any way respond to, or access the affects of "pollutarijs".

"Covered pollution cost of expense" does not indude any cost or expense affeing out of the actual, alleged or threatened discharge, dispersel, seepage, migration, release or escape of "pollutspile".

- a. That are, or that are contained in any propeity that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or (rom the overed "auto";
 - (2) Otherwise in the course of transition or on beings of the "insured";

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

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- b. Before the "pollutania" or any property in which the "pollutania" are contained are invoted from the place where they are accapted by the "insured" for movement into or onto the onversed "auto"; or
- c. After the "pollutents" or any property in which the "pollutents" are contained are mayod from the covered "auto" to the place where they are finally delivered, disposed of or obandoned by the "heured".

Paraghaph a, above does not apply to fuels, lubricants, fluida, exbauat gases or other elimiter "pollutants" that are meeted for or result from the normal electrical, findraulto or mechanical functioning of the orvered "auto" or the parts, if the "pollutants" cauapa, seep, migrate, or are discharged, dispersed or released directly from an "auto" pert designed by its manufacturer to hold, store, receive or clapose of enton "pollutants".

Paragraphie b, and m, above do not apply to "apolicients" that coolar away from premiese owiped by orrented to an "Insured" with respect to "policitants" not in or upon a covered "subo" in

- (4) The "pollutants" or any property in which the "pollutants" are contenned are upset, overlunged or damaged as a result of the metherance or use of a opvared "auto"; and
- (2) The discharge, dispersal, seepage, migration, rejess or eccept of the "pollutante" is caused clicetly by such upset, overturn or samege,
- E. "Custopher's auto" means a obstomer's land motor vehicle, "izalitat" or semitralitat. It also includes any "outopher's auto" while left with you for service, repair, storage or safelosping. Customers include your "emotoyees", and members of their householde who pay for services performed.
- P. "Diminution in value" means the cotual or perbejoed leas in market value or reserve value which results from e-direct and cooldentel "loss".
- G. "Employee" Includes a "leased worker". "Employee" does not include a 'temporary worker".

H. "Garage operations" means the ownsteht, their tenance or use of locations for garage business and that politon of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, melnerships or use of the "autos" indicated in Garaton L of the Coverage Form as povorod "autos". "Garage operations" also induce all operations includentes to a garage business.

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- "Insured" means any person or organization qualilying as an insured in the Who is an insured provision of the applicable poyetage, Except with reepact to the Limit of insurance, the powerage afforded applies expensive to each insured who is seeding powerage or equinat whom a plaim or "euit" is brought.
- J, "Insured contract" meane:
 - A lease of preinises;
 - A sidetrack sgreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 60 feet of a relificad;
 - An abilgation, se required by orainance, to indemnify a municipality, except in compaction with work for a municipality;
 - 6. That part of any other nontree? or aproprient pertaining to your garage business (including an indemnification of a knumblexilly in connection with work performed for a multipality) under which you assume the fort liability of another to pay for "bodily knuth" or "property demogra" to a third party or organization. Tort shability means a liability that would be imposed by law in the elsence of any contrast or appearent;
 - An elevator maintenance egreeneel;
 - 7. That part of any contract or egreement entires into, as part of your garage business, partaining to the rental or lease, by you or any of your "employees", of any "nuto". However, such contract or egreement 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:

- That Indemnifies an prohibot, singlneer or sumveyor for injury or damage science suit.
 - Preparing, approving or failing to prepare or approve maps, drawinge, oplinkine, reports, surveys, change unders, designs or specifioalions; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary pause of the injury or damage.
- That indemnifies any person or organization for damage by (re to premises rented or loaned to you.")
- That perialize to the loan, leave or rentel or an "auto", to you or any of your "employees" if the "auto" is loaned, leaved or rondod with a difver.

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- 4. That holds a person or organization engaged in the business of transporting property by "autuation for hire heartiese for your use of a covered "auto" over a route or territory that believe or organization is authorized to solve by public autionity.
- 6. That Indemnifies a relificad for "boolity injury" or "property damage" satisfing out of constitution or dempilition operations, within 60 feet of any relificad property and affecting any railroad bridge or heatle, tracke, tradbeds, transit, tandespease of crossing.
- K. "Leased worker" means a person leased to you by a tabor leasing firm under an opticerricht betwach you und the later leasing firm, to perform duttes edjated to the ronduct of your opalpass, "Leased worker" does not include a "temporary worker".
- L. "Loss" means direct and accidental loss of domage, But for Ganggskeepers Crive-age only, "kees" also includes any resulting loss of use.
- M. "Pollutionts" means any solid, liquid, gesecule of thermal initiant or containingint, bioluding smoke, vapor, soot, fuines, solds, exitally, chemiosis and waste, Weste includes materials to be recyclod, reconditioned or recipined.
- N, "Products" Inclusies;

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- ta. The goods or picclusts you made or sold in all genega business; and
- b. The providing of or failure to provide warbings or instructions.

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- "Property damage" maps damage to or loss of use of tangible property.
- "Sult" means a olvi propecting in which:
 - Damages because of "bodily injury" or "propenty damage", or
 - A "covered pollution cost or expense", ...
 - to which this insurance applies, are dislined.
 - "Sult" includes;
 - a, An addition proceeding in which such damages or "povered publicly oucle or expenance" are alalmed and to which the "insured" must submit or does submit with our ophicant; or
 - b. Any other elternative dispute resolution preceeding in which such damages or "covered pollution costs or expenses" are olatinad 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 semitralier.
- 6, "Work you performed" includes:
 - Work that equateons performed on your baitals, 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:

19USINESS 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 endorscment, the provisions of the Coverage Form apply unless modified by the endorsement.

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- A. The following defnitions are added and apply under this endorsement wherever the form terrorism, or the phrase any injury, damage, loss or expenses, are endorsed in guaranteements:
 - "Terrorism" means aväylties against persons, arganizations of property of any natura;
 - a. That involve the following or preparation for the following;
 - (1) Use or threat of force of Violence; of
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission of threat of an act that interfaces with or disrupte an electronic, communication, information, or ineoingnical system; and
 - b. When one in both of the following applies:
 - (1). The effect is to intimidate or access a government or the dvlian population or any segment thereof, or to clerupt any segment of the commonly or
 - (2) It appears that the Intent is to infimitate or oceros a government, or to further political, idealogical, religious, social or economb objectives of to express (or express opposition to) a philosophy or idealogy.

- 2. "Any fajury, demage, loss or expense mouns any injury, demage, loss or expense covered under any Coverage Form or Polloy to which the endersement is applicable, and includes but is not limited to "codily injury", "property damage", "personal injury", "personal and advertising injury", "isse", loss of use, rental rotmbusement after "loss" or "covered pollution uset or expense", as may be defined under this Coverage Form, Poloy or any applicable endoregment.
- B. Except with respect to Physical Demage Coverage, Trailer Interchange Coverage, Gatagekeepere Coverage, Genegokeepere Coverage -- Cuetomers' Sound Receiving Equipment or the Single Inferest Automobile Physical Centege Insurance Policy, the information exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, lose or expanse" caused directly or inclinectly by "Senorlem", factualing collon in hindeling or defending against an actual or expected knotdent of "tentorlem". "Any injury, damage, lose or expense" is exoluced regardices of any althor cause or event first contributes concurrently or in any acquence to such injury, damage, lose or expense. But this excitation applies only when one or more of the following are attributed to an includent of "terroriem":

 The "terrorjam" is carried out by means of the disparsal or application of sodioentive traterial, or through the use of a huclear weapon or device that involves or produces a nuclear reaction, nuclear readiation or radioactive contemptation, or produced on readioactive contemptation.

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 Radicative meterial is released, and it appears that one purpose of the "terrorism" was to release such material; or

 The "teropiesh" is calvied out by means of the dispersal or application of pathogenia or polsonaux biological or othernical materials; or

 Pathogenic or polsonous biological environminal materials are released, and it appears that one pulpose of the "terror/sem" was to release auch materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whather the \$25,000,000 throahold is exceeded, we will include all insured damage sustained by property of all persons and entities alicoted by the "termitern" and business hat remutation insured by owners or coorpania of the damaged property. For the purpose of this provision, insured damage income damage that is ownered by any insurance but for the upplication of any insurance but for the upplication of any termination.

 Filly or more periodic sublation death or serious physical injury. For the purposes of this proviston, serious physical injury means;

- a. Physical injury that involves a substantial risk of death; or
- b. Protected and obvious physical distiguingment; or
- Protracted loss of or impairment of the function of a bodily translet or organ.

Multiple incidents of "terrinism" which occur will lip a 72-hour period and optioar to be carried out in convert or to have a related purpose or common leadership will be deemod to be one incident, for the purpose of determining whether the throsholds in Paragraphe B.6, 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 "errorism" and the obsoluterations in which the threshold will apply for the purpose of determining whether the Exclusion will apply to that incident. When the Exclusion epplies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endowerment. C. With respect to Physical Camage Coverage, Tratier Inforchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage, Catagekeepers Sound Receiving Equipment of the Strate Interest Automobile Physical Damage Insurance Policy, the following exclusion is added.

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use of rental remoursement efter "loss" caused directly or indirectly by "terrorism", inducting soling in inforceding or defending against an solubil or expected inddent of "terrorism". But this exclusion applies only when one or more of the following are attriputed to an incident of "terrorism":

- The "terminern" is payled out by queats of the dispersal or application of radioactive material, or through the use of a sublear weapon or device that involves or produces a muchan resetion, nuclear radiation or radioactive contamination; or
- Radicardiye malarizi is released, and it appears that one purpose of the "terre" was to release such material; or
- Yha "tarrorism" a cardiad out by means of the disperse; or application of pathogonio or potsonous biological or dinarefault materials; or
- Frathogonite of polsonous blokepicat or oheretosi, materials are released, and it appears that one pulpose of the "taportain" was to release such materials; or
- 6. The total of ineurod damage to all types of property exceeds \$25,000,000, its determining whather this \$26,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persone and endities affected by the "terrorism" and business integration is provided by owners or occupants of the damaged property. For the purpose of this provietor, ineured damage threats damage that is ownered by only insure any any insure and endities any insure and business the second by only insure any linearies but for the application of any terrorism exclusions.

Multiple incidente of "tettorism" which coour within a 72-hour pathod and appear to be cented out in loadership will be destried to be one incident, for the purpose of datamining whether the threshold in Paragraph C.S. is exceeded.

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With respect to this Exclusion, Paragraph C.G., describes the threshold used to measure the magnitude of an indicent of "terroritern" and the nicomediances in which the threshold will apply for the purpose of determining whether this Exclusion will apply to that indicent. When the Exclusion ap-plies to an indicent of "terroritern", there is no ob-angle under this Coverage Form, Policy or any applicable endingement. applicable endurremant.

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D. In the event of any lucident of "letronierm" that is not subject to the Exclusion in Paragraphs B, or C, coverage does not apply to "any linjuity, detri-ego, loss or expense" that is otherwise excluded uniter this Ouverage Form, Policy or any applica-ble endorsement. bia endorecment.

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsament modifies insurance provided under the following:

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

The Insurance dees not apply:

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- A. Under any Liability Coverage, to "bodily Injury" or "property damage":
 - (1) With respect to which an "insured" Under the policy is also an insured under a huclear energy liability policy issued by Nuclear Energy Liability insurance Associalicit, Mutual Atomic Energy Liability Undorwaters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for (a termination apon extinuetion of its limit of liability; or
 - (2) Resulting from the "lezardous properties" of "mixes" insterial" and with respect to which (e) any person or organization is required to maintain itranolal protection pursuant to the Atomic Energy Act of 1954, or any law amondatory thereof, or (b) the "thextract" is, or had the polloy not been issued would be, entitled to indemnity from the United States of Amoritae, 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 Paymente coverage, to expenses insumed with respect to "lookily injury" resulting from the "hazardous properties" of "hublear material" and artsing out of the opexption of a "hublear facility" by any person of organization.
- Under any Liability Coverege, to "bodly injury" or "properly damage" resulting from "hezerdous properties" of "nuclear material", if:
 - (1) The "initiality material" (a) is at any "nuclear facility" owned by, or operated by or on belight of, an "instruct" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spant fuel" or "wasto" at any time possegged, heindled, used, processed, stored, transported or disposed of, by or on being? plan "insured"; or
 - (3) The "bodily injury" or "property demage" arises out of the furnishing by an "insured" of eer/lees, materials, parts of equipment is connection with the planning, construction, maintenance, operation or thes of any "nuolaar facility", but if such facility is located within the United States of America, its terry torks or presensions or Canada, this exolusion (3) applies only to "property demage" to such "nuclear facility" and any property thereat.

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2. As used in this endorsement:

"Hozardous properties" includes radioactive, toxic or explosive proparties;

"Kujujear meterial" (means "edurca material", "Speclet nuclear mailedal" or "by-product mater.bl";

"Source material", "special nuclear material," and "by-pro:kuot metarial" have the meanings given them in the Alomo Energy Ani of 1964 or in any lew amendatory thereod

"Spent fuel" means any fuel aloment or fuel com-panent, solid or liquid, which has been used or exposed to metalion in a "nuoteer resolar";

"Wasta" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of utenium or thonium from any ore processed plimarily for its "source metallul" pontent, and (b) resulting from the operation by any poleon or cr-ganization of any "nuclear faultity" included under the first two paragraphs of the definition of "nuclear facility",

"Nuclear facility" meanet

- (a) Any "nuclear reactor?";
- (b) Any equipment or device designed or lised for (1) expanding the leotopes of uranium or platonium, (2) processing or utilizing "epent fuel", or (2) habiling, proceeding or pooleg-ing "waste";

- (c) Any equipment or device used for the proxy. eaching, fabricating or alloying of "spocial nuclear material" I all any time the total amount of such matchel in the custody of the "lineured" at the promises where etch equipment or device is located ornales of or containe more than 25 grams of plulo-Mum or urantum 233 or any combination therood, of more tools 200 grams of Uranium 235:
- (d) Any structure, basin, excernation, premises or place prepared or used for the storage of alaphael of "waate";

and includes the sile on which any of the forego-Ing is 'ocated, all operations conducted on such slip and all promises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nucleor fission in a set-supporting chain reaction or to contain a cilicat make of fissionable material,

"Property diamage" includes all forme of redicedtive contamination of prop≊t V.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES

This endpreament modifies insurance provided under the following:

RUSINESS AUTO OOVERAGE FORM GARAGE OOVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to powerage provided by this endorsement, the provieters of the Coverage Form apply timilers modified by the endorsement.

-). Changes in Conditions
 - A. For a povered "auto" llosinead in, or "Gerage Operations" conducted in, Novada, the Other Insurance Condition is changed by adding the following:
 - When two Coverage Forme providing liableity onverage apply to an "euto" and:
 - a. One provides coverage to a mamed lunumed engaged in the business of seling, repairing, serving, delivering, testing, road testing, parking or storing "autos", and
 - b. The other provides coverage to a personmot engaged in that business, and
 - At the time of an "eccident" a person described in 1.5. is operating the "auto", them

that person's lizb/lity incurance is primary and the Coverage Form leaded to a buckness described in 4.e. is excess over any ineurance available to that person.

- When two Coverege Forms providing fieldlity coverage apply to an "auto" and:
 - a. One provides coverage to a named insured engaged in the business of repairing or servicing "autos", and
 - The other provides onversige to a parson not engaged in that business, and

c. At the time of an "acoldent" a person described in 2,5, 's operating an "auto" awned by the business described in 2,a, as a temporary substitute auto while that parachie "auto" is being repaired or serviced by the business described in 2,5, then

that person's itability covarage is privary and the Coverage Form issued to the business described in 2.4, is excess over my insurance svallable to that person.

B. The Conditions Provision is amended as follows:

The Transfor 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 andarwamoni is in compliance with Nevade statutory requirements that anti-stability provisions be prominently displayed in the bolicy, blader of encodesment.

Exclusions 2, and 3, in the Auto Medical Payments Coverage Endorsement are replaced by this following:

2, "BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMIDER" WHILE "DOCUPYING" OR STRUCK BY ANY VEHICLE (OTHER "HAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.

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3. "BODILY INJURY" SUBTAINED BY ANY "FAMILY MEMBER" WHILE "DOCLIPYING" OR BTRUCK 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 Buckness Auto Coverage Form and Truckers Coverage Form is replaced by the fullowing:

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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 POILUTION OCST OR EXPENSE" CONBINED, RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR LIABILITY COVERAGE SHOWN IN THE DEGLARATIONS.

The first four paragraphs of the Aggregate Limit Of Insurance – "Garage Operations" – Other Thes Covered "Autos" Provision in Section II – Liability Coverage in the Garage Coverage Form are replaced by the following:

> 1. Aggregate limit of ingurance -"garage operations" - other than govered "autos"

FOR "BARAGE OPERATIONS" OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" EROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOET WE WILL PAY FOR THE SUM OF ALL DAMAGES INVOLVING "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS" IS THE AGGREGATE LIMIT OF INSURANCE - "CARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS. DAMAGES PAYABLE UNDER THE AGGREGATE LIMIT OF INSURANCE -"GARAGE OPERATIONS" - OTHER THAN GOVERED "AUTO3" CONSIST OF DAMAGES REBULTING FROM "GARAGE OPERATIONS", OTHER THAN THE OWNERSHIP, MAINTENANCE OR USS OF THE "AUTOS" INDICATED IN SECTION I OF THIS COVERAGE FORM AS COVERED "AUTOB", INCLUDING THE FOLLOWING COVERAGES, IF PROVIDED BY ENDORSEMENT:

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- a. "PERSONAL INJURY" LIABILITY COVERAGE;
- b. "PERSONAL AND ADVERTISING INJURY" LIASILITY COVERAGE;
- n, HOST LIQUOR LIABILITY COVERAGE;
- 6, FIRE LEGAL LIABILITY COVERAGE;
- B. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE;
- f. NON-DWNED WATERCRAFT GOVERAGE;
- g. BROAD FORM PRODUCTS COVERAGE.

DAMAGES PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OP 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 "BODLY 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.

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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 fellowing:

> 2. LIMIT OF INSURANCE -- "GARAGE OPERATIONS" - COVERED "AUTOS"

FOR "ACCIDENTS" RESULTING FROM "GARAGE OFERATIONS" INVOLVING THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF COVERED "AUTOG", "INSUREDS", PREMIUMS FAD, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL FAY POR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING PROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE EACH "AGCIDENT" LINHT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS" FOR LIABILITY COVERACE GHOWN (N THE DECLARATIONS.

DAMAGES AND "GOVERED POLLUTION COST OR "EXPENSE" PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE - "QARAGE OPERATIONS" - COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE -"GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS".

The Limit of Institute 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 ONS "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS,

Paragraph 1, of the Limit Of Insurance And Deductible [Provision in the Garagekaapara Coverage Endorsement is replaced by the following:

- D. LIMIT OF INSURANCE AND DEDUCTIBLE
 - 1. REGARDLESS OF THE NUMBER OF "OUSTOMER'S AUTOS", "INSUREOS", PREMIUMS PAID, CLAIM'S MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULS FOR THAT LOCATION MINUS THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY COLLISION: AND
 - 2. 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 FAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE LIMIT OF INSURANCE IS AS FOLLOWS:
 - 2. 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".
 - 2. THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "PROPERTY DAMAGE" OAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "PROPERTY DAMAGE" LIABILITY SHOWN IN THE DECLARATIONS,

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The Limit of insurance Provision in the Getage Locations and Operations Mudical Payments incurance. Endorsoment is replaced by the following:

C. LIMIT OF INSURANCE

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REGARDLESS OF THE NUMBER OF PERSONS WHO SUSTAIN "BODILY INJURY", PREMIUMS PAID, CR CLAIMS MADE, THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH PERGON INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF MEDICAL PAYMENTS INSURANCE SHOWN IN THE DECLARATIONS.

The following is added to the Aggragate Limit Of Institutes - "Garage Operations" - Other Than Covered "Autos" Provision in Section II - Liability Coverage for the Personal Injury Liebility Coverage -Garages Endersement:

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 BECAUGE OF ALL "PERSONAL INJURY" SUSTAINED BY ANY ONE PERSON OR ORGANIZATION IS THE PERSONAL INJURY LIMIT OF INSURANCE BHOWN IN THE SCHEDULE OF THE PERSONAL INJURY LIABLICTY COVERAGE - GARAGES ENDORSEMENT, Paragraph 8, of General Condition in 12ro Business Auto Coverage Form, Trockers Coverage Form, and Garage Coverage Form is replaced by the following:

TWO OR MORE COVERAGE FORMS OR . POLICIES (SOURD BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY ISSUED TO YOU BY US OR ANY COMPANY APPILIATED WITH US APPLY TO THE BAME "ACCIDENT", THE ACGREEGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY OME COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS FAID, 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.

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REDUCED LIABILITY LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

OARAGE COVERAGE FORM

The following is added to SECTION II - LIABILITY COVERAGE, C. Limit of Insurance, 2. Limit of Insurance -"Garage Operations" -- Covered "Autor"

The maximum limit of liability arrended by this pelloy for an 'scoldent'' involving an "having!'' driver under the age of twenty-one (24) or anyone operating an "auto" without a proper or valid operator's license as required by the state in which the varies' is being operated shall not exceed the basis from one responsibility limit required by the state in which the twenty end of the proper of the basis from one is required by the state in the basis from one is required by the state in the basis from one is required by the state in the basis from one is required by the state in the basis from one is required by the state in the basis from one is the state in the basis from one is required by the state in the basis from one is the basis from one is the state in the state is the basis from one is the state in the state is the basis from one is the state in the state is the basis from one is the state in the state is the state is the basis from one is the state in the state is the While't the 'apploant' occurs.

This exclusion applies even if the datine against any insured allage negligrame or other wrongdoing in the aupenvision, fitting, employment, training or monitoring of others by that insured, if the "socident" which caused the "badily injury" or "property damage" involved the overschip, matchenance, use or entrustment to athere of any amark, "auto" or wateroralt that is owned or operated by or rented of learned to any insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS AND EXCLUSIONS

This openisement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. SECTION 1 - LIABILITY COVERAGE, B. Exclusions, 10. Racing, is deleted and replaced with the following:

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Covered "autos" or eponeoring "autos" while used in any professional or organized racing or demolition contest or stanting activity, or while problems 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 IS LIABILITY COVERAGE, B. Exclusions:
 - 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, load based paint, lead compounds or any material containing load.
 - 19. Oriminal Aots

"Bodily injury" or "property tamage" atleting out of or resulting from a criminal out committed by or at the direction of any named insured or additional insured.

20. Dogs Or Animals

"Bodily injury" or "property damage" artsing out of the ownership, use, custody or control of dogs or any other animal.

21. Towing of Autos

"Bodily injury" or "property demage" arising out of the ownership, operations, maintenance of use of any covered 'auto" in your "garage operations" such as a tow truck, car hauter or ether service "auto" used to move, tow, haut or carry "autos", unless such covered "auto" to 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 Demages or Multipliers of Attorney's Fees Cialms or demands for payment of punitivo, exemplary or treble damages whether arising from the sets 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.
- 28. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Hamful 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, fluigi, lichon, virus, bacteria or other growing organism that has taxle, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such daime or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria or other living or dead organism or
 - b. "Bodily injury" or "property damage" arising out of, caused by, alleging to be contributed to in any way by any toxic, hazardous, noxicus, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause or
 - "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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other product that is either alleged or deemed to be hazardous, toxic, trittating, pathogenic or poxibus in any way, or contributes in any way to an allergic reaction.

- d. "Bodily Injury" or "property demage" anking out of, caused by, or alleging to be contributed to in any way to toxic or hezerdous properties of minerals or other substances.
- 24. Assault and Battery

 This insurance does not apply to "bodily injury", "property damage", or "perconal and advertising injury" arising out of or resulting from:

- (a) any actual, threatened or alleged assault or pattery;
- (b) the failure of any insured or anyone else for whom any insured is or bould be hold logally liable to prevent or suppress any assault or battery;
- (o) the failure of any insured or anyono class for whem any insured is or could be held logally lighte 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 lengtly linble that was necessitated by any assault or battery;
- (e) the healigest:
 - (I) employment;
 - (II) Investigation;
 - (III) supervision;
 - (Iv) training;
 - (v) retention;
 - of a person for whom any incured is or ever was legally responsible and whose conduct would be excluded by 1. (a), (b), (a) or (d) above;
- (f) any other cause of sotion or claim alising out of or as a result of 1, (a), (b), (c), (d) or (e)
- spove,
- 2. We shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, additration, alternative dispute resolution or other judicial or administrative proceeding socking damages, equitable relief, injunctive relief, or administrative relief where:
 - (a) any actual or alloged injury areas 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.
- 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 spondor or in which you or your employees or guests participate.

26. Bodlly injuty 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, of lease.

28. Used Parts

"Bodily injuly" or "property damage" arising out of allegedly defective used parts (including used tires) that you sold or installed.

29. Salvaga Titled Autos

"Bodily injury" or "property damage" arising out of accidents involving "autos" you sold that have "salvage titles". For purposes of this exclusion, "salvago title" means an "auto" title that was labued after the "auto" was determined to be a total loss.

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30. Refrigerated Truck and Trailer Exclusion

We will not pay your liability for loss or damage, including but not limited to food spollage, discoloration, bruising, spolting, sourness, decay or decomposition or freezing or thawing, caused by or resulting from the broakdown or malfunction of refrigerated truck or trailor equipment including losses arising out of changes in temperature or extremes of temperature or humidity within any refrigerated trailers.

- - Lot Protection

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- We will not pay for "loss" due to theft of a "customer's auto" of any pollion of a "customor's auto" when the described promises are closed for business or unstiended if:
- a, the lot where the "customer's autos" are located is not protected (all entrances, exits, or openings, and the entre perimeter be surrounded by fences with gates or heavy chains and locks); or
- b. the building where "oustomor's autos" are located is not protected with locked and secured openings.
- 4. Towing of Autos

We will not pay for "loss" to a "oustomer'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, boul or carry any "oustomer's autos".

- 5. Auto Repossession
 - We will not pay for "loss" to an "auto" arising out of any repossession of "autos".
- Key Restriction.
 - We will not pay for 'loss' due to theft or vandalism of a "oustomer's auto" or any portion of a "oustorner's auto" if the keys are left in or upon an unattended "auto".
- 7. Owned, consigned, or any autos hald for sale.
- We will not pay for "lacs" to any "auto" hold 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.

Lot Protection

We will not pay for "loss" due to their of an "auto" or any petition 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 shirances, exits, or openings, and the entire perimeter be surrounded by fonces with gates or heavy chains and locks); or
- b. the building where "customer's autos" are located is not protected with locked and secured openings.
- 9, Key Restriction

We will not pay for "loss" due to theft or vandalism of an "auto" or any portion of an "auto" if the keys are left in or upon an unattended "auto".

10. Earthquaka, Mudslide or Flood

We will not pay for "loss" caused by an earlinguake, mudslide or flood.

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- E, SECTION IV PHYSICAL DAMAGE COVERAGE, D. Deductible, is deleted and replaced with the following:
 - D. Deductible
 - For each covered "suto", our obligation to pay for, repair, return or replace demarged or stolon, property will be reduced by the applicable deductible shown in the Declarations, subject to the following:
 - 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. Repartless of the number of covered "autos" damaged or stolen, the maximum deductible for all such "less" for Comprehensive Deverage or Specified Gauses of Less Coverage shown in the Declarations is the maximum doductible applicable for all "less" in any one event.
- F. SECTION V GARAGE CONDITIONS, A. Loss Conditions 4. Loss Payment Physical Pamage Coverage, a. is deleted and replaced by the following:
 - a. Pay for, rapair or replace damaged or stolen property but payment of a stolen "auto" will be no sconer 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

Prentum shown in this Ooverage 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 canned premium is greater than the advance promium paid, an audit premium is due. Audit premiums are due and payable on notice to the first Named insured. If the total canned premium for the policy period is lease than the advance premium, such advance premium is the minimum premium for the policy period in the policy period in the policy period is lease 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:
 - 3. "Employee" includes a "leased worker" and a "temperary worker" whather held or acting as a volucteer.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Page 4 of 4

Andrew v 080 POL00002

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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:

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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 page of:

 Coposalment or micrepresentation of a meterial fact; or Fraud; committed by an insured ("insured") all any time and relating to a calm under this policy.

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EXHIBIT "3"

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EXHIBIT "3"

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Pacific Inspections, Inc.

M & C.Servica

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EXHIBIT "4"

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EXHIBIT "4"

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	Applicable in Arkansus, Delaware, District of Columbia, Kontucky, Louisiana, Maine, Michigan, New Jersoy, New Mexico, New York, North Dakota, Pennayivania, South Dakota, Tennessee, Taxas, Virginia, Weshington and West Virginia
	Any porson who (newlingly and with intent to defined any insurance company or shother person, tike a studement of claim contacting any metaboly take information, or concests for the purpose of mistocoing, information concerning any fact, material thereta, commits a fraudulant insurance ast, which is a crime, subject to criterinal prosocution and [NY: substantial] chilippinalities, in DD, LA, IKE, TN, VA and WA, insurance behafits muy slov be denied.
	Applicable In California
	For your protection, California law requires the following to appear on this form: Any person who knowingly procents a finise or keudulery delim for payment of a loss is goily of a crime and may be subject to those and confinement in state
	prison. Applicable in Colorado
	It is runiawful to knowledy provide fairs, incomplete, or misioading faule uninformation to an insurance company for the purpose of defrauding or attempting to defraud the company. Panalities may include imprisonment, frees, deniat of fasuration, and skill demogra. Any insurance company or agent of an insurance company who knowledge provides fairs, incomplete, or rulescaling to defrauding to a policy holder or claimant for the purpose of defrauding or attempting to defined the policy isolator information to a policy holder or claimant. An the purpose of defrauding or attempting to defined the policy isolator or information to a policy holder or claimant for the purpose of defrauding or attempting to defined the policy isolator or element with regard to a selfament or averal asystells from the unance processes abait be reported to the Colorado Division of Instrumov within the Department of Regulationy Agencies.
•	Applicable in Florida and Idaho
	Any person who Knowingly and with the intent to injure, defraud, or deceive any insurance company files a clatement of defra conteining any faise, incomplete or misloading information is guilty of a feloay.* * In Figurda - Third Degree Felony
	Applicable in Hewelt
	For your protection, Reveal few requires you to be informed thet presenting a franchilent claim for privrient of a loss i benefit is a crime purchabilis by first or imprisonment, or bath,
	Applicable in Indiana
	A person who knowingly and with Intent to defined an insurer files a statement of darkn containing any false, Incomplete, or misleading leformation commits a falory.
	Applicable in Minnesota
	A person who files a cleim with intent to dolcand or helps commit a frend agencal on insured is guilty of a crime,
	Applicable in Nevada
	Present to NR8 686A.201, any percon who its wingly and willfully films a statement of takes that contains any fail incomplate or mistanding information conversing a material foot is putily of a felowy.
	Applicable in New Hampshire
	Any parson who, with purpose to insure, deficuld or deceive any insurance company, files a statement of claim containing any fate, incomplete or misisating information is subject to prosocution and punktament for insurance frand, as provided in R&A 038:20.
	Applicable in Ohio
	Any parson with, with intent to defraud or knowing that he/she is tabilitating a insud ageittat an insurer, submits application or files a dating containing a take or deceptive statement is guilty of neuropoor traud.
	Applicable in Oklahoma
	WARKING: Any periodi who knowlingly and with Inlant to Injure, defrave or doowly any incorer, makes any claim for The properts of an insurance policy containing any faico, incomplete or miniseding information is guilly of a follow.

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Charles Holland

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From: Jim Kaip Sent: Tuesday, March 31, 2009 2:26 PM To: Chaites Holtand Subject: FW: ROR -61837

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importance: High.

Charles - as we decussed, we will investigate this under ROR. Tchanged your letter accordingly. All you need to do to the letter is nil in the contact information to the I/A you assign, and then the letter is approved.

Please make sure that your l/a takes a very detailed statement from the insured as to the exact resson for his trip. Where was ke going? Wry? Did be have any other purpose in driving at the time of loss? Specifically, did the purpose of his thip in any way relate to the business operations of Blue Streak Auto Detailing?

Please have the Valation obtain a copy of the title or registration of the vehicle Mr. Vesquez was driving.

Finally, please have he VA determine what kind of business the named insurad operates, i.e., a sola proprietorship, opropriation, L.I.C. etc.

Let me know 3 you have any questions or want to discuss. Trianiks.

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Рганы	Xerjote Kiwina
9ent:	Manday, March 20, 2009 1149 PM
To}	Jin Kem
Ce:	Divertos Halland
Dijbjunt)	RE: Discision®: 60367



xighter-Owned AUC

Margle Kliwine mk/lwine@centurysutety.com 602-216-6597 800-840-0265

Charles Rolland Freint Monday, Morda 20, 2009 12:28 PM Claims Tratectolico Sant: To: Djøclermor 01,967 Bubjecki

Enclosed is letter on subject, please indept coverage and proof. Then to Mr. Karp for approval.

<< File; \$1387 (Disoletimer-Owned Auto) Blue Streak(30 MerC9), doo >>

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 116 of 206

EXHIBIT "6"

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	SYLVIA L. ESPARZA	÷
i	Ц7 З. П.У.У.Р.А. Г.А.У. Л.Г.Х.С.УЛ. 3840 б. рераек Lane, suit 16 193 - 1.82 у юсяля, Ny врілё - тел. (1112) 1838-1938 - 194	X (7)12] 853-623-1
	May 26, 2009	*
	Charles C. Bolland, Jr., CIC Scafor Clubes Examiner Century: Insurance Group 4722 NI 24th Starst, Solio 200 Phoesia, A2 85014	
[Ret: Your Insured: Michael Vesquer/ Hise Streak Auto Detailing. My client: Lee Pierner/Ryzh T. Protect Date of Losie 01/02/2000 Your Claim Number: 01 061357	
	Dicat Idir. Balland,	
	This ultica represents for Promoti, Cuandlen for Ryan T. Breiner la min referenced station. Our investigation indicates that this avoident was chused negligates.	ça Anuc meritisi İşayi ya taşı ayan çaşı
	Ryan if Freiner, hes mented with the following providers:	
С	Ophycenic instant Conter 1800 W. Sindistan Boulerard Ist Vegin, NV 82102	REFER
	Köndisel Hönplul - Lüs Végas át Dénet Springt Rouptal 2073 B. Blataingh Rhed. Filitt Ploor Lan Vegas, NV 39919	JUN E 2 2005
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	Na this aline, we window is fragment sufficienting and drive you to use i investigation of some second in the statest sufficient in the some rate a sector state of the national and some second in the statest reaction of the source as an intervention same it are allow which the source intervention will proof that those are the billy appropriate without the rate with the statest reaction will proof that those are the billy appropriate without the rate of the statest reaction of the source of the other bis source without the rate of the statest reaction of the source of the other bis source without the source of the statest of the source of the other bis source without the source of the statest of the source of the source of bis source of the source of the statest of the statest of the source of the source of a source of the source of the statest of the statest of the source of the bis source of the source of the statest of the statest of the source of the source of the source of the statest of the statest of the source of the source of a source of the source of the statest of the statest of the source of the source of the source of the statest of the statest of the source of the source of the source of the statest of the statest of the source of the source of the source of the statest of the statest of the source of the source of the source of the statest of the statest of the source of the sour	Seniell contanting
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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 119 of 206



Juno 8, 2008

VIA CERTIFIED ARD RECULAR MAIL 7171 1294 5050 2001 9052

Wichael Vasqueż Biue Streak Auto Detailing 3575 E Post Road, Suite B Los Vogas, NV 89120

lisued. Ret. Clalimante Pollog No. Date of Loes! Clain No.**

Blue Streak Auto Detailing. Right Teny Pretner. 0017502869 March 28, 2009 01-001367

Dear Mir: Vasguiczi

í wrásteri béhalf off Oonsury Burésy Company ("Century"), regerðing tils abóve referencesa, cisini filed Broughtyour agent, The Harris Agency, We have coordindes for i hvestigation.

The tack, as we understand them how shir terrand the streom subplices and local investigation, so that you wave rulently betegration and the streom terres you supplied, and local investigation, so that you wave rulently betegrations are and should have be served at the station of the state of the second stream in the state of the second stream chains the terrand the second state of the second state of the second state interstate the second state of the second state of the second state interstate the second state of the second state of the second state interstate the second state of the second state of the second state interstate of the second state of the second state of the second state interstate of the second state of the second state of the second state interstate of the second state of the second state of the second state of the interstate of the second state of the second state of the second state of the interstate of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state interstate of the second state of the second state of the second state is second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state the second state of the Unsignations.

For the reacting detailed helds, we are platicitude obverage as the vehicle involved was not being used in your brainess you were not damp. Nuto Detailing and Weating when the social sections, and the vehicle is not a covered built.

Yolin Garagia Theorem is follow to provided by Castury inches policy, number OCTASO2869 a effective while us sources and a spectra state of the provided by Castury indice policy number of the sources of Annager are shown for each east lent. Your have a hability doubting the source of states in the second states of the source of the sour

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A SECTION I - DOVERSE AUTOS

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 120 of 206

Michael Vaequez Bioe Streak Auto Dotailing June 5, 2009 Page 2 of 4

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A. Description Of Covered Auto Designation Symbols

Symbol	, Descji	ption Of Covered Auto Designation Symbols
29	NorxOwned "Aufre" Lised In Your Gatage Businese	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your gozage business seantbed in the Declaratione. This includes "autos" owned by your "employees" or pactrare (if you are a partnesship), members (if you are a limited liability company), or members of their households while used in your garage business.

. . .

SECTION II -- LIABILITY COVERAGE

A. Coverage

2, "Garage Operations" ~ Covered "Autos"

We will pay all sums an "fireused" legsily must pay as clamaged because of "socility injury" or "property damage" to which this insurance applies, outset by an "applicant" and resulting from "garage operatione" involving the concertip, maintenance or use of covered "autos",

We will also pay all sums an "insured" legally must pay as a "povored pollution cost or expanse" to which this insurance applies, caused by an "anoldarit" and resulting 3% n "garage operations" involving the ownership, maintenence or use of covered "autice", Nowever, we will only pay for the "overed pollution ocst or expense" if there is effiner "bodity injury" or "property demage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "meurad" against a "out" asking for such demages or a "powered politikin oper or expense". However, we have no duty to defend any "meured" against a "out" secking damages for "popilly injury" or "property damage" or a "powered politikin post or expense" to which this insurance does not apply. We may investigate and actile any calm or "oul" as we consider appropriate. Our duty to defend or settle ende when the Liability Coverage Limit of Insurance – "Decage Operations" – Covord "Autos" has been extrauted by payment of judgitante or calliervante.

SECTION VI - DEFINITIONS

- S. "Auto" means stand motor vehicle, "trailer" or semitration.
- H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that polition of the roads or other accesses that adjoin these tocations, "Garage operations" thatudes the ownership, mointenance or use of the "autice" indicated in Section 1 of this Coverage Form as powered "autos". "Garage operations" also include all operations necessary or incidential to a garage business.

Piease not that your Ford F 150 would not be consider a covered "auto" as deported 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 worp not engaged in any activities related to your business at the time of the accident, coverage is further precluded.

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Mohael Vesquez Blue Street: Auto Detailing June S, 2009 Pege 3 of 4

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

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

Celulury, Stinety Colorphy dates for "lithic list right to assore industriate on poverage to the, provisions of the policy set forth alloys. Rether, it receives its rights to unforce any and all of the provisions, fubliciting policy conditions, contributed in the policy. Contribute any and all of the provisions, fubliciting policy conditions, contributed in the policy. Contribute any and all of the provisions, fubliciting policy conditions, contributed in the policy. Contribute any and all of the provisions, fubliciting policy conditions, contributed in the policy. Contribute any strategy of possible in the policy model in a solid of the policy of the provisions and responsibilities of the partice fugicy under the contains of the policy in ducidities in ducidities, at any the date of the letter.

We naged that we would not be of assistance to your in sub-paticular instance, but hope you understand that we must be quided by the language coplained by the policy to determine which an not powerage exists for a phylerian loss, share or all the policy to determine theoret is our assocrament of the coverage latered, we well be note than hereby to thigher awing the mode to be appreciated by the coverage latered, we well be note than hereby to thigher awing the mode to be appreciated by the coverage latered, we well be note than hereby to thigher awing the mode by the coverage as a state of the second state of the

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CENTURY SUBETY COMPANY:

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Kiohael Vasquez. Blue Streek Auto Detailing June 5, 2009. Page 4 Di A

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(Indiana)

It a bospital submits to an insuler the form commonly takened to can be "US-S2," the fight houst contain or be accompanied by a statement is substantially the following form, "Why person who interprete the or faintifies: essential information requester, or ship form may, upon conviction, be subject to a fine and. Implication who is libered to produce with or the health protections regulated by Title 54 60 NRS automatic to an who is libered to produce with or the health protections regulated by Title 54 60 NRS automatic to an health under state or factory it with or the health protections regulated by Title 54 60 NRS automatic to an health under state or produce with or the health protections regulated by Title 54 60 NRS automatic to an health the form commonly takened to as "I VCFA-46018" for a patient who is not covered by any powertmental program which offers insurance onversings for bealth care, the form must be controlled by a takement health and fallowing form. "Any person who know health flag a statementary is an containing any management which the fallowing form. "Any person who know health and the unit of a control of the regulation and the program where the state of the health and the statement in a patient of the containing any management where the provide the state of the provide the state of the provide the state of the provide the state of the state of the state of the provide the state of the state

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 124 of 206



June 15, 2009

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Sylvie C, Esperza, Eso. 3340 E, Papper Lane, Suite 105 Las Vegas, NV 89120

RE: Claim No.: 01-063887 Insured: Blue Streak Auto Detailing Claimant: Ryan Terry Prether Dato of Loas: March 26, 2009

Dear Ms. Espeiza:

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

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

Sincerely,

CENTURY INSURANCE

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

DOH/jt

Enclosure -- Copy of Disclaimer dated 6/5/09

Charles C, Holland, Jr., DIC Senior Clatine Examiner chollandi@centurysettety.com | 800-840-0062 Mailing Address: P.D. Box (\$5540 Columbus, Ohio 43215-3540 Physical Address: 29732 N, Soottadala Rd., Suita (00, Soottadale, AZ 85255 Phone: 668-661-6424 | Fax: 614-596-7040 Website: www.penturys.tety.com

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EXHIBIT "9"

PAGE 84/04 PRINCE KEATING LEP. 03/83/2011 10:54 7022280443 Electrol/paty filed 01/07/2011 04:28:60 PM Altier & Chinas COMP 7 DENNIS M. PRINCE 2 CUBRIC OF THE COURT Nevada Bar No. 5092 PRINCE & KLATING 3 3230 S. Buffalo Drive 4 Sulie 108 Les Vegas, Nevada 89117 5 (702) 228-6800 (702) 228-0443 isosimile 6 DPrince@PrinceKeating.com 7 Attorney for PlainthIT Les Preiner and David Andrew, as Legal Guardians of Lyan T. Proiner; 8 and Ryan T. Premer, Individually 9 DISTRICT COURT 10 CLARK COUNTY, NEVADA 11 12 LEB PRETNER and DANA AND RIW. AS LECIAL GUARDIANS OF RYAN T. CASENO: A-11-632845-C 13 PRETNER, on adolt wate; and RYAN T. III PREDMER, individually, DEPT NO :-11 16 Plaintiffs, COMPLAINT 16 γ¢, 17 MICHAEL A. VASQUEZ, individually; 16 BLUE STEBAK AUTO DETAILING. LLC, a Neveda Linded Lizbility 19 Contoury; LKOSS I through X, inclusivo; and ROE BUSINESS ENTITIES I through 20X, holistvo, 21 Dethquate, 224 23 Plainfift Les Fisiner and Data Andrew, as legal co-guardians of Ryan T. Freiner, und Ryan 24 T. Premar, individually, by and through their attorneys, PRINDS & KLATING, for their Completes 25 ayabst Dofandania, Michael A. Vasquez and Blue Sheak Auto Detailing, LLC, bittes, asomin and 26 27allegas as follows; $\mathbf{28}$ Prince & Kekiniko 1 Acesticial da Artidat State acuse tratta a la Par Aunto 109 LIB YARAS MUYAN, 19715 Putrol (200) 200460

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1	SHOURAL ALLMEATIONS	
2 [1. At all times relevant, berein, Lee Protent is and was a resident of Clark County, State	
3	of Neverla. Lee Freiner is the logel co-guardian of Ryan T. Protect ("Protect"), an adult word.	
4	2. At all times relevant barely, Dana Audrew is and was a resident of Clark County.	
5 6	State of Novada. Dana Andrew is the legal co-guardian of Ryan X. Protoct, an while work.	
19 . 17	3. At all three relevant herein, Ryan T. Preizer is and was a resident of Clark County,	
8	State of Noveda.	
p	4. "Upon information and belief and all times relevant headin, Delivindant Milelicol	
1.0	Vacquez ("Varquez") is and was a resident of Clark County, State of Newsla.	
3.1	5. At all times relevant heraln, Definidant Eine Streak Auto Defalling, LUC ("Bhu	
:12	Streak") was a limited liability company organized and existing under the laws of the State of	Į
13	Neyada, with its principal place of justices in Cark County, State of Newada. At all three relowed	
14 15		ĺ
16	to face proceedings, Vasques is a principal, officer, director, manager, anylayed and/or agent of	
17	Blue Strock and was in the course and scope of his employment or egonoy at the time of the system	
18	described hovely.	
19	6. The true names, identifies, and capacities, whether individual, corporate, associate, or	ł
20	otherwise, of DOES I through X, inclusive, and ROE Bushoss Entities I forough X, inclusive are	ļ
21	unknown to Plainiffs, who therefore sus said Defendants by such fictitious names. Plaintiffs are	
22	informed and believes and upon that basis allegs that each of the Defandance designated herein as a	
23	DOE/ROB Defendent are tooponable in some manner for events and imposings became referratio and	
24 25	emued damages proximately thereby to Fightliffs as herein alleged. Plaintiffs further allege that they	
45 26	will ask leave of this Court to emend this Complaint to breat the two names, identifies, and capabilies	
27	of said DOES I through K and/or ROB Business Butties I fluough X, inclusive when the same have	
28) been recertained by Plaintiff, bigether with appropriate charging allegations.	
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PACIE 86734 PRINCE REATING LLP 459/08/2611 15:54 7822268443 Vasquirz and/or Blue Strak are the owners of z 2037. Ford F-150 operated by ĵ, at the time of the events which are the subject matter of this Completat. Vesture and Bive 2 \$ ະສຸດທີ່ເປົ້າສາດ ປະເທດເຮັດ & used the 2007 Pord F-159 von -1 ปียวจจักก์ เราะ 4 se and score of his busices utile in the com :6 16.200 ROSE with Alu 6 ų B) ts of D the res ÿ (A) the above debs, Fromer was lawed by plding a blowle and was travellar each nind Э, 10 on the naved shouldor of St. Rock Plannur, While Prency was thing his blowle lawfully in the ų, shoulder. Varanze caushi his verifels to differ the the alsounder accupied by Further, consing the 12 Voliday's right side external introv to violantly stills the heaver word, by Pretrace. The collision **1**3 inciail Endourid herviclessly lindy a flori life blocks to the ground resulting bearings, calastophy 14 15 formics and damagement tool bouch borelas: 17-FIRST CLAIM POR RULLER 17 (PlegHgedce) 19 Maintifix uppent, and yealing the ulligetians contended in Paramapha | Uncough 9 no though 19 Physist found hereins 20file On brabbin Indian 12; 2009, Yanguez had a duty in a period we bladed a sufficient il 22 and ja whent washes. 117. "Yesterdies bechologe ust dilly which be openiated life delivere of the self gent, excellent and 33 ų ierkless mainte willow he sollided with Interit, thereby cousing themselve and sould is figure to 沼. . Register: 濬 By reason of the granices and as a durer field provinged result through freehor-- j2.: 97 furnicity injustes in the netally peaks including in the second second all are consister which 281 3.1 lar.

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conditions are permanent and disabiling in taking, fill to his general damage in a sure in excess of 1 2 \$10,000. That by reason of the premises and as a direct and proximate result of the \$ 13. 4 nforementioned, fromer was required to suil did receive methodal and other it was each for his injuries 5 in an expanse all to his damage in a sour, in excess of \$10,000. Said seavices, one, and irrefiment are б continuing and shall continue in the future, at a prosently unnecertainable amount, and Plantiffa will 7amond their Complaint accordingly when the same shall be accordingly. 8 Prior to the it justes complained hereix, Protect was at the bodied person readily and 9 14. 10 gainfully amployed and physically capable of angaging in all other activities for which he was 11 othaw/m suited. 12 By reason of the promises and as a direct and proximate result of the Defondants' 15. 13 nugligence, Pretner has been required to and did loss time from his suppleyment, continues to and 14 shall continue to be limited in each of this softylties and compations which has caused and shall 15 16 continue to cause Protect less of catchings and earning capabily to Preimer's demage in a presently 17 supercertainable amount. In this regard, Plainthic will sook have of this Court to insert sold amount 18 when the same shall be fully assortained. 19 Plaintiffs have been compaied to retain the entryless of an efformat to prosecute this 16 26 action and are therefore emitted to researchie attorney's foce and costs incorrect, 21 22 SECOND CLAIM FOR RELINE (Nogligenou Per Se) 23 Plain 1ffs repeat and realloge the allogations contained in Paragraphs 1 through 16, as through 24 25 fully set for the horein. Vasquez had a duty to operate his vehicle in accordance with the traffic laws of the 26**\$**7. 27 Hate of Newada, 28 4

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Vacquez violated the laws of the State of Nevada by operating his rebiete while in a 18. 1 negligent, careleet and reoldess meaner, when he failed to maintain his travel lare and collided with 2 Pretizer, thereby causing damages and serious injuries to Pretner. Thus, Yanques is negligent pay so. 3 By reason of the premises and as a direct and proximate result thereof, Prother 4 19, 5 suphybrid injuries to his head, needs, back, budily limbs, organs, and systems all or some of which 6 conditions are permanent and disabling in nature, all to his general damage in a sum in excess of 7 \$ 910,000. By reason of the premiers and as a direct and praximate remit of the afforementioned, 9 20.Presses was required to and did receive medical and other treatment for his hyprics in an expense all 1011 to bis demage in a sum in express of \$10,000. Sold services, care, and izeamnest are combining and 12 shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amond their 12 Complaint accordingly when the same aball be speculated. 14 Prior to the injuries complained herein, Preiner was up oble bodiest (sween readily and 10 25. gainfully employed and physically espable of engaging in all other activities for which he was 16 17 otherwise spited. 18 By meson of the promises and as a direct and providents result of the Defendants' 22. 19 negligence, Proton has been required to and did lose time from his employment, continues to and 20 shall continue to be limited in each of his softwides and neoupations which has caused and shall 21 continue to course Pretnar loss of carnings and conving capacity to Protoct's damage in a presently 22 unescentainable amount. In this regard, Plaintiffs will seek leave of this Oourt to insert said amount 23 24 when the rame shall be fully accertained. 25 Plaintiffs have been compalied to retain the arryings of an offering to processie this 23. 26action and me therefore entitled to reasonable attorney's fees and costs incurred hearin. 27 $\mathbf{25}$ AND ALL & KEALING ő

Ar rankava Av Mard Sileb Sonin SileRida Prima Sileb Sonin SileRida Prima באם לצנוגת, ליזאאאג פויון באם לצנוגת, ליזאאאאג פויון דוויאנטיק לולא ליזא (יוויק

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1	TENTED CLAIM BOR RELIEV (Negbyont Univertment)
2]	Plainthis repost and realings than ligging commined in Paragraphs 1 decouph 23 of it fully
3	eek jõrrili lisuelin.
4 5	24. Blue Streak politisted said vehicle to Vasquez when they showed king to drive suid
¢ .	พลัปปณ์จ.
9	to the form the second start of the skill had noose way
8	
9	training in operating a motor vehicle entrasted to blim. As such, Blue Streak knew or should have
ro	known of the significant hazards wising from the operation of said motor vehicle on public sheets.
11	26. Blue Streak knew or abortid have known that the antrustrucat of sold vehicle in
12	Vasquez would initiat damage to possons and property using public streets, including Protocy.
18	27. Elus Starsk had a duty to only suterest sold vehicle to qualified and compotent drivers.
14	28. Blue Streak breached this duty when they sutrasted the vehicle to Vasquez.
15	29. By response of the premines and as a direct and proximate result thereof, Project,
16 17	susteined injudes to his bead, neek, back, bodily limbs, organs, and systems all or some of whick
:18	conditions are permanent and disabiling in nature, all to her general damage in a sum in excess of
19]] \$%0,000,
20	30. By reasons of the prendres and as a circat and proximate readly of the afformationed,
21	Pretner was required to and did receive medical and other treatment for his injuries received in an
23	oxpense all to ble dapage in a sum in excess of \$10,000. Said seveloss, and meaturest ato
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20	a squarpily comployed and physically behaving or exceeding in an other monthly and
24 Densignae Reagn	\$ []
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	otherwise suite).
1 1	32. By reason of the premises and as a direct and purshipsts result of the Derindents'
3	negligence. Protient has been required to and did lose time from his employment, continues to and
4]]	aball confirms to be finited in each of his activities and occupations which has concerned and shall
ន	aphillane to exuse Firsher loss of comings and assning orpacity to Promoz's domogen in a presently
τι τ	unascertsinable smount. In this regard Raintiffs ask leave of this Court to insert said another when
* ' B	the name shall be fully accortained.
9	33. Plaintiffs have been compelled to retain the services of an ettomay to prescute this
10	action and are therefore entitled to remanable attorney's fees and costs incurred horbio.
1,1 1,2	<u>FOURTH CLAIM FOR RELIEF</u> (Respondent Superior)
13	Plainit fit repeat and reallage the allegations contained in Paragraphs 1 through 23, as though
14	fally set forth hardr.
1.5) 1.5 .	\$4. Blue Streek entirested sakt vehicle to Vesquez in order to generate income and profile
17	for Bine Streak.
18	35. At all times relevant, Vesquaz was an employee or agent of Blue Stronk and under the
1.9	appenvision and control of Bine Strenk.
20	36. At all times relevant havels, Vasquez was acting within the scope and course of his
21	employment and/or agency with Blue Streak.
22 23	37. With the full consent, knowledge and approval of Blue Streak, Vasquez was allowed
23 24	to operate their vehicle on public roads.
25	38. By reasons of the mandace and as a direct and proximate result thereof, Figurer,
26	
27	
2.8	
Altonia & Realing Altonia withory Altonia withor Altonia Barle 201 Altonia Altonia Barle 21 (2010) Altonia (2011)	Ka

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\$10,000. ļ, By reasons of the premises and as a direct and proximate result of the affinamentioned, $\mathbf{2}$ 39, Pretner was required to and diff receiver incline) and other transmut for his injuries in an expanse all \$ whis demage in a sum in excess of \$10,000. Each sorvices, care, and the stated are continuing and 4 shall continue in the figure, as a presently unaspectatorial amount, and Plaintiffs will amoud their 5 б Completint accordingly when the same shall be accordined. 7 Prior to the injuries completized berein, Pretner was enable bodind person readily and 8 40. gainfully employed and physically repairle of engaging in all other activities for which he was 9 ţ١ ntherwise suited. By tensors of the prominent and as a direct and proximule result of the Delendants' 11 41. 12 negligence, Promer has been required to and did base 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 Preiner loss of carnings and carning espaolity to Preiner's domage in a pressurity 15 unterestistable enount. In this repart, Plaintiffs will scale leave of this Court in meen cald another 16 17 when the same shall be fully accertained. 18 Pretner has been compalled to relain the services of an atomicy to prosperite vida 42. 19 action and Plainafile are therefore endlied to reasonable attenney's face and mosts incurred herein. 2021 溈 ••• 25 . . . 24 23 262728 DEGENERAL TREATING 8 mdi YAAN LA Humanitala Deix na (Di Andrawiv CSD

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WHEREFORE, Plaintiffle pray for judgment system Defendants, and each of them, on all ţ dating for relief as follows: 2 General damages in excess of \$10,000; 3 1. 4 Speedal damogou in excess of \$10,000; 2. 5 Costs of salt incurred including reasonable siturney's fees; 3. б For such other railed as the Court doesns just and proper. 4, 7 DATED this _____ day of Jenuary, 2011. 8 PRINCE & KEATING 9 10 DEVENUER, FRINCB Nevenue Bar No. 5092 11 12S230 South Buttalo Drive Saite 108 12 Las Vogas, Novada 39117 Alaoraeys for Plaimiffs 14 Lug Protect and Dava Andrew, as Logal Churchians of Ryan T. Pretnor; 15 and Ryan T. Pretmer, Individually $\lambda 0$ 17 18 13 20 $\mathbf{21}$ 22 2324 252627 38 PRINCE & REELING 9 κοντιγή Αν Ιλού ποι, Μασβήδο Τπίμο 100, 1914) (A 1613 Y & 168 тная XXX Бах Указа, Түфүла, ISBN Релоко: (хогу XSI-030 Ahóre// V CBC GF000107 080000107

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Las Vegas, N	lease ession to and set danes f	or her and me		
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FACSIMILE COVER SPIELT

TO:	Charles C. Holland	FARNOS	(61.d) 895-7840.
TROM	Pennis AL Extract, Esg.	DATE:	March \$, 2911
RE	Ryan, I. Fromes		
ŢŌŢŁĿŇ	umber of pages including	COVER SPEED);	23
MIRESARY	t: Pleasy see attached.		
ASK EQB	g noë kreeive af t. Of tru i Lisa lee	AGES, PLICASE GA	1.L. (762) 228-6808 AND
	i will be sent via:		
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Ryanfi Fremel Bine Burel, Ano Detsiling, Ind. 61-661367 .01/(200)

Dear Mit Holland!

Please up adadned club diffe film has been resulted to represent the induceds of Ruan T. Produce in compation with the alternationer can mater vehicle accident. theses direct all durate philminiantly and differences

As you find in this thing addres thin a man what we had a standard will be open with the Jampary 12, 2009. When this this thing address shall be the Premier with the ideal of the track of

Mr. Vasturz insinislati antimitule incomese will Hability Habilit of \$1401000/FBDB.000will Programme Example Instance Company on the data of loss - Propressive has fordered flow folicitat insuches but we are not in a position to hearing this policy and release Mr. Vastitionuml indicitat insuches but we are not in a position to hearing this policy. We have been advised that thisplatin is realized as in release to any other available insurance policy. We have been advised that thisplatin is realized as in release to any other available insurance policy. We have been advised that thisplatin is realized as in release to any other available insurance policy. We have been advised that this block and Detailing fining and coverage. Our logal research indicates coverage to be a source policy. I have denied coverage. Our logal research indicates coverage to be a your policy. I have denied a proving a proving the available interview in the second policy.

Andrew v 080 DF000007

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PAGE BU/DA

Century Insurance Company Match 3, 2013 Page 2

As a result of the cateshophic injuries contained in this accident. Mr. Premer has incurred, post medical process of gethering Mr. Freener's predical pectors and bills.

Also, we have filed a Complete whit the District Court to preserve the statute of firehadons in this menes. A copy of the complete is caulesed for your residen. We are not serving the Complete et the time of this give you in opportunity to resolve this statut. We will be far warding to you indemand implet reparstances in the near fixeds.

Should you luve any mestions, plusis feel free to contact me.

HICENSIV. NICE& Demis M

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EXHIBIT "11"

EXHIBIT "11"

-· -· - 40 yr old ma'e who requires his parents to be guardisns.Puier to that he is stated to have baen in good health and employed.

Coverage issues & Analysis on 8/7/2011 by Lisa Henderson

Polloy in offect for DOL 1/42/09 is CCP602860 off June 27, 2003 to June 27, 2009. Coverage for acoldent only if alless out of "garage operations."

Insured operates mobile dataling for autos. Genege insurance \$1,000,000 coverage, \$1,000 cied. Symbol 29

Coverage leave; Symbol 29 la non-rowned "autos", "neurod-owns tais auto, it la his personal auto.

Complaint alleges count of negligence, negligence per se, negligent entrustment, respondest superior. Insured admitted in Ma statement and police report that he was on personal enand, going from his home to his unale's house at time he hit P. No coverage for personal use related socideni.

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 vohicle for personal use. Both police report of insured statements to officers and insured statement to Valconfirm personal use at time of socident. <u>Re-reputing disclaimer</u>.

UPC on 3/7/2011 by Lisa Henderson Total Peld: \$514.50 Total Outstanding Reserve: \$0

Gross Incurred: 6 614,60Total Reserve & Total paid as reflected on the CRMS ecreen. Net To Century/PsoCentury: 3514,60 Gross incurred up to retention amount

Liability issues 8 Analysis on 8/7/2011 by Lisa Henderson

Unknown, but investigation revealed there was no coverage. Pretner complaint contends hauted pame into shoulde, where Pretner was biking. Insured in policy report told police he thought Pretner had come into insured's and of travel causing insured to hit Pretner. It was dark at the time of the socident and per insured, Pretner had no reflectors on bike and insured did not see him until he was nearly about to hit him, insured everyed to left but mirror hit Pretner, insured traveling about 48arph. No will respect id in police report, insured also told police he was on his way to his Uncle's herma coming from his house.

Insured was olled for "fail to yield right of way to person riding bloyels". Also police officer noted the front alde windows of insured truck had "extremely dark tint applied". There was no damage to Pe blice except for soull on left rear quarter and few other soratolice. Bike had no reflectore. Ps heimet hed damage to back portion.

Preimer was found with his blics on top of him and unconscious and breathing. Pool of blood coming from his head.

Mr. Prether, said that our insured was worlding spectriling to a strend who said he was leaving a call just before this happened. I pressed Mr. Prether for the name of this person so we could include him in our investigation, at that point Mre. Prether came on the phono and said, "Mr. Prether he a mainteever problem, we don't know who said that' or if it was said". There the insured will refute these statements as he told me to be an enclosed for an enclose statement as he told me to a mainteever the insured will refute a mainteever the insured will refute their son. I told they were investigating and should be complete in 30 days or so. They saided if we would hotboard them on the overage decision, and they have responded to my small with their address. They have

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And rew v CSC CF000002

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EXHIBIT "12"

EXHIBIT "12"

PL000255

Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 142 of 206



March 3(, 2011

<u>VIA CERTIFIED, REGULAR MAIL and EMAIL</u> <u>91</u> 7108 2103 3930 1276 9956 Via small to: <u>may7778@yahop.com</u>

Michael Vasquez Blue Streak Auto Detaking \$675 F. Post Road, Suito B Les Vegas, NV 89120

Michael Vasquez Blue Streak Auto Detailing 1886 Vie Forens Henderson, NV 89044

> <u>Ri'an Premer, et. al. v. Michael Vascuez and Blue Streak Auto Detailing, LLC</u> Named Institud; Blue Streak Auto Detailing Policy No.; CCP502869 (aff. 6/27/08 to 6/27/09) Date of Loss: January 12, 2009 Claim No.: 01-061367

Dear Mr. Vesquez: --

RE:

I am the in-house olatons attorney for Meadowbrook Claim Services assigned to overace this claim on behalf of Contury Strety Company ("Century"). Century is in receipt of a Complaint filed Lee Pretner and Dana Andrew as legal guardians of Ryan 7. Pretner, an Adult ward, and Ryan 7. Pretner, Individually against Michael A Vasquez and Blue Streak Auto Dotalling LLC in the District Court of Nevada, Clark County (hereinafter "the Pretner Action"). Upon caceful 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. Certury's review of these allegations should not be construed as a comment on their fulfigluese as Century does not mean to assert that any or all of these allegations are true. That said, please advise us if you believe that we have misunderstood or misconstrued the allegations.

According to the completed, on Jenuary 12, 2009, Michael Vasquez struck Ryan Pretaer with the side ylaw mixor of his buck while Pretaer was tiding his bike. Pretaer was thrown from the bike and sustained 'cataetrophic' injuries. Mr. Vasquez was driving a 2007 Ford F-150 sometimes used during the course of Blue Streak Auto's business of mobile detailing.

Lisa Henderson Giefine Attorney LHenderson@century-surety.com |-U00-345-5483 Meking Adurees: P.O. Box 163340 Columbus, Ohie 43218-3840 Piyekesi Address: 25733 N. Sodisdele RC, Buile 100, Socikedain, AZ 66296 Piyekesi 655-961-6424 - Pax: 614-665-7040 Webelle: www.oonkirysniroty.com

> Andrew v CGC CF000192

CSC000192

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Michael Vaequez Blue Streak Auto Dotalling March 31, 2011 Page 2 of 5

The Police report created following the accident indicates that Mr. Vasquez total the reporting officer that he had Enland work for the day and was on his way to his unclo's house at the time of the accident. On April 28, 2008, to confirmed as much in a recorded statement given to Contury'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, 2009, Century denied coverage for this claim. On January 7, 2011, the Complaint was filed. On March 3, 2011, Century was provided with a copy of that Complaint and again asked to provide coverage.

II. <u>POLICY</u>

Century leaded policy number OCP502869 to Blue Streak Auto Detailing for the period spanning June 27, 2008 to June 27, 2008. "The policy provides Garage Coverage wit liability limits of \$1,000,000 per accident and \$2,000,000 in the aggregate subject to a \$1,000 per accident deductible. Gerage operations are described as "auto detailing and wash." The policy covers the insured location of 3675 E. Post Rd., Ste. E. Las Vegas, Neveda 58120.

Pertinent politions of the policy read as follows:

SECTION [- COVERED AUTOS

(tem Two of the Deviansions shows the "autue" that are covered "autue" for each of your coverages. The following numerical symbols describe the "autue" that may be covered "autue". The symbols entered next to a coverage on the Devianttions designate the only "autue" that are covered "autue".

A. Description Of Covered Auto Designation Symbols

29	Non-Owned "Autoe" Deed In Your Garage Business	Any "auto" you do not ever, lease, hiro, tant or borrow used in contraction with your galage business departed in the Boctarations. This includes "autos" owned by you: "employees" or partners (5 you are a partnership), members (1 you was a limited liability commany), members of their.
L		kre a lindled lisbility company), or members of their in households write card in your uurage brisings.

SECTION II - LIABILITY COVERAGE

- A. Coverage
 - 1. "Garage Operations" Other Than Covered "Autos"
 - a. We will pay all sums an "instance" legally must pay as damages because of "bodly injury" or "property damage" to which this insurance applies observed by an "socident" and resulting from "gatage operations" other than the ownership, maintenance or use of covered "autos".

Andrew v QSD OF000198

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 144 of 206

Michael Vaequez Blue Streak Auto Detailing March 31, 20§1 Page 3 of 5

We have the right and duity to defend any "insured" against a "auit" asking for these damages. However, we have no duity to defend any "insured" against a "auit" seeking damages for "bodily injury" or "property damage" to which this insurence does not apply. We may investigate and solito any dain or "suit" as we consider appropriate, Cur duity to defend or settie ands when the applicable Liability Coverage Limit of Insurance – "Gatage of Judgmants or settlements.

- b. This insurance applies to "bod" y injury" and "property demage" only ".
 - (1) The "acoldent" 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" attributized by you to give or "evalve notice of an "applicant" or daim, knew that the "bodily injury" or "property damage" had occurred, in whale or in part. If each a listed "insurod" or subborbed "amployee" low, prior to the policy period, that the "bodily injury" or "property damage" boourred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or atter the policy period, will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occure during the policy period and was not, prior to the policy period, known to have occurred by any "Inequad" lieled under Who is An insured or any "empiryee" authorized by your to give or receive tratiue of an "accident" or claim, includes any continuation, change or resumption of thet "bodily injury" or "property damage" alter the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed, to have been known to have becursed at the earliest time where any "insured" listed under "Who is An Insurad of any "employee" authorized by you to give or receive notice of an "applicant" or definit.
 - Reports all, or env part, of the "bodily injury" or "property demage" to us prany other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Bacomea aware by any other means that "bodlity 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 "acoldent" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

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

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Andrew v ÖSG GF000194

Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 145 of 206

Michael Vaequez Blue Streak Auto Detailing March 91, 2011 Page 4 of 5

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered poliution cast or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" of "proparty damage" or a "covered poliution cost or expense" to which this insurance does not apply. We may investigate and salls any elaim or "auti" as we consider appropriate. Our duty to defend or solito and when the Lieblity Coverage Unit of Instruction – "Galage Operations" - Coverad "Autos" has been explored by payment of judgments or actionants.

SECTION VI - DEFINITIONS

- Λ. 'Λοιχίθηι" (rydudos configuous or repeated expositor to the same conditional resulting in 'badily injury' or "property deimage".
- B, "Auto" means a land motor valides, "insites" or comi-traffer.
- C. "Bodily Injury" means bodily Injury, stokness or disease sustained by a person inducting death resulting from any of these.
- H. "Canago oporations" means the revenentility, maintainance or use of locations for garage business and that perform of the roude or other accesses that adjoin these locations. "Conage operations" includes the ownership, maintainance or use of the "aucos" indicated in Geotion 1 of this Coverage Form as ouwared "bullos". "Catage operations" also include all operations nocessary or inclutantia to a garage business.

CAG 1919 (08/07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE OPERATIONS LIMITATION ENDORSEMENT

This endomerant modifies insigenue provided under the following:

GARAGE COVERAGE FORM

SCREDULE

The following work and operations are included within the definition of "Garage operations";

Auto Ostalling and Wash

Coverage for classifications, operations or premises <u>not</u> shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to fails 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 shoourage you to read the policy in its entirety so you are familiar with the coverage available.

III. CENTURY'S COVERAGE POSITION

Andrew v OSC OF000193

GSC000106

PL000259

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

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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 ocvered "bodily injury" or "property damage" caused by an "accident" and rasulting 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 datalling and watch, in this case, you told both the policy and Century that you work for the day and wate performing a personal errand unrolated to Bike Streak Auto's business. Because the accident at issue did not result from "garage operations," It fails entirely outside of the accident by how work for the day and wate performing a personal errand unrolated to Bike Streak Auto's business. Because the accident at issue did not result from "garage operations," It fails entirely outside of this case, is accounted to include you work for the policy's accepted as the time of the accident business. Because the accident at issue did not result from "garage operations," It fails entirely outside of the policy's accepted to include you with a datalse of coverage. For this reason, Century again declines to provide you with a

There may be other reasons why ooverage does not apply. As such, this letter should not be construed as waiving any of Contury's rights under the policy or applicable taw to firmit and/or deny coverage. Century resorves the right to rely on any additional facts, policy provisions, or other relevant information that may affect coverage to after 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 concarns please do not hesitate to contact us. Further, if you believe we have emitted 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. Contury reserves its right to consider additional information and reascess 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

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Lisa M. Hendorson Cialma Attornay

LMH/Jt

ac: The Harris Agency 5105 South Durange Dr. Ste. 100 Las Vegae, NV 89113

> Heritage General Agency Insurance Services via email to: <u>Fsebotr@heritagegeneral.com</u>

> > Andrew V COC 0/7000196

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EXHIBIT "13"

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(702) 228-0443 facsimile 5 DPrince@Prince Keuting.com 9 Accorney for Plaintiff Lee Pretaer and David Andrew, as 6 Lagal Guardians of Ryan T. Promor; and Ryan T. Pratties, individually 9 10 DISTRICT COURT 11. CLARK COUNTY, NEVADA ŧz LEE FRETNER and DANA ANDREW, AS LEGAL OUARDIANS OF RYAN T. 13 PRETNER, on adult word; and RYAN T. CA8BNO.: A-11-632845-C 14 PRETNER, Individually, DEPT. NO.: III 25 Platetica, 16 VĦ, 17 MICHAEL A. VASQUEZ, Individually; 18 DLUB STREAK AUTO DETAILING, LLC, a Nevada Limited Liability 19 Company: DOHS I through X, Incinsive; and ROE BUSINESS ENTITIES I through 20 X, inclusive, 21 Defondants. 22

> IT APPRARING from the files and records in the above-entitled action that Defendant MICHARLA. VASQUEZ, herein, being duly served with a copy of the Summans and Conspising on the 13² day of April, 2011, that more than 20 days, inclusive of the day of service, having expired show service uptal the Defendent; that no answer or other appearance having boon filed and no further time having been granted, the collect of the above-memod Defendant the liditing to answer or

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 151 of 206

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PRINCE & KEATING 3230 S. Buffalo Drive Snite 108 Las Vogas, Novada 89117 (702) 228-6800 (702) 228-0443 - FAX

FACSIMILE COVER SHEET

30 (Charles Holland	Fax No.: (614) 895-7040
FROM:	Lisa M. Lee, paraiegal in Donois M. Prince	DATE : 6/27/11

RE : Ryan Premer, clubn 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 WELL BE SENT VIA:

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Reply Stor Descots M. Prince EmailsDPrince@PrinceReading.outv

Juno 27, 2011

YIA FACSIMITLE (602) 271-0113

Lisa Fienderen: Senior Claima Analyst Century Insutance Company P.O. Box 163340 Columbus, Okio 49216-3340

Our Climit Your Insued Claim No. Date of Loss	-	Ryan T. Preton; Blug Strock Auto Detailing, Inc. 01-061367 01/12/09
		VI) 120V,V

Dont Ms. Henderson:

As you know, this firm represents Ryan T. Pretrier in connection with the above-toticronced motor vehicle content. A copy of the complaint filed in this matter use forwarded to you on Merch 3, 2011. We served the Summons and Complaint on Defendant Eline Streak Auto Detailing on April 7, 2011, and an Defendant Michael A. Vasquez on April 13, 2011. To date, we have received no reponse. 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 groater detail. We look forward to hearing from yes.

Sincerely,

PRINCE & KEATING

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DMP:Ind enclosures

-cc: Dana Andrew

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To: dprince@princekeating.com/ From: LMMENDER CC; pamelee_torres@progressive.com; Bee: Subject: 01061367 BLUE STREAK AUTO DETAISING Date/Time Sant: 06/27/2011 4:12 FM

Drawer: CLM FileNo: 01061367

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Dear Mr. Prince, Thease be advised that Contury 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. វារទេត Lisa M. Henderson Claims Attorney Contury Insurande A Subsidiary of Meadowbrook Insurance Group 23733 N. Scottsdalle Road, Ste. 100 Scottsdale, Arizona 85255 (602) 216-6589 Direct (800) 040-0863 Moll Free (614) 095-7040 Fax Lienderson@centurysursty.com

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Attached Files: IR110000.pdf

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 158 of 206

NOT 1 DENNIS M. PRINCE $\mathbf{2}$ Novada But No. 5092 Electronically Filed 06/28/2011 03:36:47 PM PRINCE & KEATING 3 3230 S. Buffalo Drive Suite 108 4 Las Vegas, Novada 89117 5 (702) 228-6800 CLERK OF THE COURT (702) 228-0443 facsimile б. DPrimoe@PrinceKealing.com Attorney for Plaintiff 7 Lee Pretner and Dana Andrew, as 8 Legal Guardians of Ryan T. Preiner; and Ryan T. Preiner, individually Ŷ DISTRICT COURT 1011 CLARK COUNTY, NEVADA 12LEE PREINER and DANA ANDREW. AS LEGAL GUARDIANS OF RYAN T. 13 PREUNER, an adult ward; and RYAN T. CASE NO .: A-11-632845-C 14 PRETNER, individually, DEPT. NO.: III 15 Plaintiffs 16 **γ**8. 17 NOTICE TO SET ASIDE DEFAULT AS TO DEFENDANT MICHAEL A. VASQUEZ, individually; 18 BLUE STREAK AUTO DETAILING, MICHAELA, VASOUEZ, ONLY LLC, a Nevada Limited Liability 19 Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through 20X, inclusive, $\mathbf{21}$ Defendants. $\mathbf{22}$ 23 NOTICE IS HERBEY GIVEN by Plaintiff LEE PRETNER and DANA ANDREW, AS $\mathbf{24}$ LEGAL GUARDIANS OF RYAN T. PRETNER, an adult word; and RYAN T. PRETNER. 25individually, by and through their counsel of record, Prince & Keating, that the Default entered against 26 27 ... $\mathbf{28}$ PRONCE & REACTOR አተተመረዝያው እና ይለነኛ 5200 ዓመበት በመንስክ በተኑኑ 1 Suite 108 Jun Vizian, Nevaux 19117 1 HOLE: (703) 228-6040

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Defendant Michael A. Vasquez on June 27, 2001, is bereby set aside. 1 Dated this Z day of June, 2011, 2 3 PRINCE & KEATING 4 273 5 DENNIS M. PRINCE Nevana Bar No. 5092 б 7 3230 South Buffinio Drive Sui 6 108 8 Las Vegas, Nevada 89117 Attorneys for Plaintiffa 9 Lee Preiner and Dana Andrew, as 10 Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually 11 12 13 14 1516 17 18 19 2021 $\mathbf{22}$ 23 24 2526 27 $\mathbf{28}$ PRINCE & KRATING Alvalosin at Low 32311 South Public Drive 2 BUTE 168 648 Mirah Neyawa U9117 Prease (701) 215-6800 ı

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 161 of 206

To:

AUG 0 1 2011

Your Default is being returned to you by the Clork of the Court's office for the following reason(s):

- [] An appendance of Answer was filed on ______
- The required proof of service of the Summons and Complaint is not on Alo in the Clerk's office.
- The Order for Service by Publication requires mailing; no proof of multing a copy of the Summons and Complaint is on file in the Clerk's office. Please file a certificate of multing.
- The date of service on the Default does not match the date of service on file.
- No data of service on the Dafault.
- [] Not eligible for Default until _____; please resubmit at that time.
- B Party name(s) on Dofault does not match the name(s) on the Complaint.
- D Court filed Order closing case on _____, Need to request Department to Re-Open Case.

<u>Hanla</u> P

RETURN THIS DOCUMENT WHEN YOU RESUBMTT THE DEVAULT If you have any questions, please contact Michaelo at 671-0521 or Patty at 671-0531

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9	and Ryan T. Presner, individually			
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16	Plaintiff),			
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21	and ROB BUSINESS ENTITIES I through			
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a	on the 27^{il} day of June, 2011, a copy of said Default is attached hereto,
· 2	DATED this Loay of August, 2011.
3	L PRINCE & KEATING
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6	ADENANIS M. VRINCE Nevada Bar No. 5092
7	3230 S. Buffalo Drive Suite 10S
8	Las Vegas, Nevada 89117
9	Alborney for Plaintiffs Lee Protner and Dana Androw, as
10	Legal Guardians of Ryan T. Preiner; and Ryan T. Preiner, individually
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200 PRINCE & KGAJ9NG ATI 023628A7 LAW 2000 South Dailale Drifu Baye 108 Las Viday, Nuwara 99117 Phones (903) 2294300	. 2

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۰, 11 1 otherwise plead to Plaintiff's Complaint is hereby granted. 2 CLERK OF COURT 3 NIN 23, 201 11001 BY: 4 DEPUTY CLERK 5 PATRICIA AZUCENNA Submitted by: б PRINCE & KEATEN 78 9 ISENNIS M. PRINCH Novela Ba: No. 5092 10 3256 South Buffalo Drive 11 Suite 108 Les Veges, Nevada 89117 12 Attorneys for Plaintiffs 13 Lee Preiner and Dava Andrew, as Legal Guardians of Ryan T. Premer; 14 and Ryan T. Protner, Individually 15 16 17 . 18 19 20 21 22 23 $\mathbf{24}$ $\mathbf{25}$ 26 27 $\mathbf{28}$ PRINCE & KEANING Αγτοικός το σκαλαγτητό Αγτοικάς καλά Ελάψ 200 Βολήι Ραίζη η Οιέγκη Απέτε 100 5.65 Υκόλο, Ναυλίολ 20029 Ρισκήι (203) 244-Γλήμ 2

Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 167 of 206

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NEO 1 DENNIS M, PRINCE 2 Nevada Bar No. 5092 CLERK OF THE COURT PRINCE & KEATING 3 3230 S. Burlato Drive 4 Suite 108 Las Vegas, Nevada 89117 5 (702) 228-6800 (702) 228-0443 facsimile 6 DPrince@PrinceKeating.com 7 Attorney for Plaintiffs Lee Preiner and Dana Andrew, as 8 Legal Guardians of Ryan 2, Pretner; and Ryan T. Pretner, individually 9 10 DISTRICT COURT 11 CLARK COUNTY, NEVADA 12 13 LEE PREINER and DANA ANDREW, 14 AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. CASE NO.: A-11-632845-C 15 PRETNER, individually, DEPT. NO_d III — 16 Plaintiff's, 17 ٧8. $\mathbf{18}$ NOTICE OF ENTRY OF DEFAULT AS MICHAEL A. VASQUEZ, individually; TO DEFINDANT BLUE STREAK 19 BLUE STREAK AUTO DETAILING. AUTO DETAILING, LLC LLC, a Nevada Limited Liability 20Company: DOES I through X, inclusive; 21and ROE BUSINESS ENTITIES I through X, inclusive, $\mathbf{22}$ Defendants, 23 24 PLEASE TAKE NOTICE that a Default was antered against Defendant Blue Streak Auto 2526. . . 27 $\mathbf{28}$ PRINCE & KRADING ATTENSOISESE AT LAD 3230 Boolit Daibits Diffe 1 AUCULE END риска сов Lea Vibras, Nevara, 194 (7 Phones (702) 228-6000

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Detailing, LLC on the 27th day of June, 2011, a copy of said Default is attached hereto. 1 DATED this " day of August, 2011. 2 3 PRINCE & KEATING 4 5 DENNS M. PRINCE 6 Nevada Bat No. 5092 👘 3230 S. Buffalo Drive 7 Suito 108 8 Las Vogas, Novada 89117 Attorney for Plaintiff's 9 Lee Preiner und Dana Andrew, as Legal Guardians of Ryan T. Pretner; 10 and Ryan T. Pretner, individually 11 12 13 14 15 16 17 18 19 $\mathbf{20}$ 21 Ż2 23 24 25 26 27 $\mathbf{28}$ PRINCE & ICEANING 2 Altronkeys Ar LAW 3230 Sauft Buffinio Drive SULLO 108 LAS VERAS, NEVADA 69117 PHONE: (102) 228-6800

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(Page 2 of 2) 3 Ĵ, $\boldsymbol{\rho}^{\dagger}$ to answer or otherwise plead to Pleintiff's Complaint is hereby greated. 1 2 CLERK OF COURT JUN 28 2011 3 にしにて BY: 4 DATE CLERK 5 PATRICIA AZUCENIA Submitted by: 6 PRINCE & KEATING 1 8 9 WIIS M. PRINCE 10Novacia Ber No. 5092 9290 South Bulfalo Drive · 11 Suite 108 Las Vogas, Nevada 89117 12 Attomeys for Plaintiffs Lee Preiner and Dana Andrew, as 13 Legal Guordians of Ryon 1, Premary 14 and Ryan T. Preiner, Individually 15 16 17 18 19 2021 22 23 · 24 2526 27 28 ԴՈԼՈՅԸ & ƘՅATHO ¹ АТТИЖАЙО АРЪАН 5230 Болин Арибини Юльо Нимилой Баласа Махала 1921 Самаса Махала 1921 г. Самаса Арихала 1921 г. 2

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EXHIBIT "19"

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 172 of 206

Electronically Filed 02/16/2012 02:45:42 PM APPL 1 DENNIS M. PRINCE $\mathbf{2}$ Nevada Bar No. 5092 CLERK OF THE COURT PRINCE & KEATING 3 3230 S. Buffalo Drivo Suito 108 4 Las Vegas, Novada 89117 5 (702) 228-6800 (702) 228-0443 faoshnile 6 DPrince@PrinceKeating.com 7 Attorney for Pleintiffs Lee Pretner and Dana Andrew, as 8 Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually 9 10 DISTRICT COURT 11 CLARK COUNTY, NEVADA 12 13 LEB PRETNER and DANA ANDREW, 14 AS LEGAL GUARDIANS OF RYAN T. CASE NO.: A-11-632845-C PRETNER, an adult word; and RYAN T. 15 DEPT. NO.: III PRETNER, individually, 16 Plaintiffs, 17 Ϋ8, 18 PLAINTHES' APPLICATION FOR ENTRY OF DEFAULT JUDGMENT MICHAEL A. VASQUEZ, individually; 19 BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability 20 Company; DOES I through X, inclusive; $\mathbf{21}$ and ROE BUSINESS ENTITIES I through X. inclusivo, $\mathbf{22}$ Defendants. 23 24 Plaintiffs LEE PRETNER and DANA ANDREW, as logal guardians of RYAN T. 25 PRETNER, an adult word, by and through their attorneys of record, PRINCE & KEATING, hereby 26 27moves this Honorable Court for an Entry of Default Indgmont pursuant to NRCP 55(b)(2), in favor $\mathbf{28}$ of the Plaintiffs and against Defendants MICHAEL A VASQUEZ and BLUE STREAK AUTO 1

ΡΈΔΙΑΘΕ & ΚΕΛΤΤΗς
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ì DETAILING, I.I.C. jointly and severally as set forth herein. $\mathbf{\hat{z}}$ This Application is made on the grounds that a Default has been entered against said. Э Defendance 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. б This Application is based upon the Memorandum of Points and Authorities attached hereto, 7 8 the affidavit of Dennis M. Prince, Esq., attached hereto, the exhibits attached hereto, the pleadings on 9 file in this matter, and on any further information provided at the request of the Court. 1Ö Dated this _____ day of February, 2012. 11 PRINCE-& ICEATING 1213 DENNIS M. PRÍNCE 14 Noyada Bar No. 5092 15 BRICN, TRAN Nevada Bar No. 11876 16 Suite 108 Las Vegas, NV 89117 17 Attorneys for Plaintiffs 18 LEE PRETNER and DANA ANDREW, as Legal Guardians of RYAN T. PRETNER 192021 22 23 24 25 26 27 $\mathbf{28}$ PRINCE & KERNING 2 Астронкехв Альхи 3230 Stuth Buffoln Drive 60111-108 LAS VEGAB, NEWARA 20117 PRIONEL (202) 228-6010

.....Case 2:12-cv-00978-APG-PAL. Document 49-2 Filed 01/02/13. Page 174 of 206

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Ĩ,	MEMORANDUM OF POINTS AND AUTHORITIES	
2	I. I.	
3	INTRODUCTION	
4 5	A. <u>Facts of the Accident</u>	
5 6	This case stens from an accident involving Ryan Pretner ("Pretnar") and Defendant Michael	
7	Vasquez ("Vasquez"). On January 12, 2009, Pretner was riding his bicycle traveling eastbound on	ļ
8	the paved shoulder of St. Rose Parkway in Henderson, Nevada, At the same time, Vasquez was	ļ
9	driving a 2007 Ford F-150 truck also traveling eastbound on St. Rose Parkway.	1499
10	While Pretner was riding his bicycle lawfully in the shoulder, Vasquez caused his vobicle to	ł
11		ł
12	drift into the shoulder occupied by Premer. The right side rear-view mirror of Vasquez's (nick	ľ
13	violently struck the back of Protner's helmet. The collision caused Pretner to be violently thrown	ł
14	from his bicycle to the ground resulting in serious, catastrophic, and traumatic brain injuries. At the	-
.15	time of the accident, Vasquez was in the course and scope of his employment with Blue Streak Auto	
16	Detailing, LLC ("Blue Streak"). Blue Streak is a mobile detailing business that travels upon the	ł
17	streets of Clark County, Nevada.	
18	After the police were called to the scene to investigate the accident, Vasquez admitted that he	
19 20	was driving at approximately 45-50 miles per hour when he struck Preiner. See 'fraffic Accident	
20	1.	
22	Report attached hereto as Exhibit A. The police officers who investigated the accident observed	
23	Pretner was unconscious with a "pool of blood" coming from his head area. See Incident Report at	
24	page 2 attached herete as Exhibit B.	-
25	B. Nature and Extent of Pretner's Injuries	
26	1) Treatment at University Medical Center	
27	Paremodies transported Pretner to the University Medicel Center where he was assessed with	
28	a severe traumatic brain injury with extensive hemoryhagic computions; subdural hematoma and	ŀ
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Princh & Reating Attorgeven Lay 3255 Stable Define Drive Sette 208 Lay Vecas, Nevana H9117 Phones (7)(2) 228-6800

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1 ccrebral edoma; left temporal bone fracture; bilateral pulmonary contusion; and respiratory Athme. 2 That same day, Protocrumderwent three emergency surgical procedures including a placement of a codman ICP monitor in his left frontal region; placement of a left subclavian triple human cathoter; tracheostomy and a percutaneous endoscopy gastrostomy tube placement,

On January 21, 2009, he also underwent surgical procedures for placement of right frontal 6 ventrioulostomy, left frontelemporoparietal eraniotomy, decompressive hemieraniectemy, partial left 7 8 frontal; and temporal lobectomies. On January 23, 2009, Protner underword a placement of a right 9 femoral arterial line. On February 2, 2009, he underwoul insertion of a peritoneal 10 ventriculoperitonent shunt. On February 18, 2009, he underwent a left frontal temporoparietal 11 oraniotomy and replacement of bone flap cranioplasty. 12

Prother was discharged from University Medical Center on Vebruary 21, 2009, with a 13 14 diagnosis of traumatic brain injury. Notably, the physician notes indicate that while Protner was 15 deemed stable for transfer to a rehab facility, his monthl status had not significantly improved during. 36 his stay and thus he was still in a convatose state. See University Medical Center Discharge Summary 17 Attached herete as Exhibit C. 18

Kludied Hospital

From February 21, 2009 to April 29, 2009, Prother was treated at Kindred Hospital Desert 2021 Springs, Medical records from Kindred Flospital indicate that Pretaer remained in a comatoso state 22 and did not respond to commands. Notably, his Glasgow Coma Score was a 7 to 8. The medical $\mathbf{23}$ records also stated that Pretner continued with aggressive pulmonary toileting, 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 Kindrod Hospital Discharge Summary 26attached hereto as Exhibit D. $\mathbf{27}$

PRINCE & KEAMING ATTOMMYE AT LAW Sacily Thating is 1) yiero HUITE 100 AS YORAS, NEWADA 89117 P1100E1/1925224-4040

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<u>Craig Hospital</u>

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

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 underwant 24 hour
13 nucsing, physician monitoring, physical therapy, and occupational therapy. Records also indicate that
14 while Pretner was neurologically stable, cognitively, he continued to demonstrate poor insight. See
15 Desert Canyon Rehabilitation Hospital Discharge Summery attached hereto as Exhibit F.

5) Center For Neuro Stells

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

PTRINCE & KEATARO ATTORESS (T.L.W 3130 South Intelle Suite 108 Suite 108 LAG VIRAL, NORMAL SOLLY I'HOND (108) 228-6800 X,

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27 $\mathbf{28}$ 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 Protection'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 8 will always be significant deficits. Dr. Chang optics that if Pretner were to improve, his improve 9 would reach its maximum at 15-20% in additional recovery. Notably, Dr. Chang also opinos that 10there may potentially be "regression" in his recovery when the therapies are stopped. 11

7) Ongoing Medical Problems

Despite Promer's continue treatment, he still suffers from cagoing medical problems. His 13 medical records indicate that he still suffers from short term memory deficits and has persistent 14 15 balance problems. His speech has been described as slow and Isbored with a strained voice quality. 16 He is weak physically and has poor endurance. More importantly, Preiner continues to suffer from 17 solveros that lasts up to two minutes per occasion and induces violent shaking. 18

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

> C. Medical Expenses Incurred

As a result of the accident, Pretner incurred the following modical expenses:

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PRINCE & KEATING ATTROPIES AT LAW 1230 Soulli Nuffits Daly Surva 1/6 M Y 2008, NOYADA 49117 Patropase (707) 298-6100

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Provider	Dates of Service	Billings
DATE OF LOSS	1/12/09	1
Henderson Fire and Resource	1/12/09	\$1,011.07
University Medical Center	1/12/09-2/21/09	\$567,623.59
Western Regional Corrier for Brain & Spine Surgery Jason H. Garber, M.D.	1/32/09 - 2/18/09	\$20,995.00
Desert West Surgery Terry R. Lewis, M.D.	1/12/09 - 3/10/09	\$7,245.00
Desert Radiologists	1/12/09 - 12/09/10	\$5,117.00
Apex Medical Center Electrodiagnostic Laboratory D. David Ezeanolue, M.D. and Keryn Doddy, M.D.	1/19/09 - 3/26/09	\$1,551.00
Surgical Anesthesia Services Clifford Friesen, M.D. Michael Bounassi, M.D.	2/02/09 & 2/18/09	\$4,950.00
Prosthetic Center of Excellence	2/10/09	\$5,518.00
American Medical Roquinse	2/21/09, 4/29/09 & 9/25/09	\$1,701.00
Kindred Hospital Dosort Springs	2/21/09 - 4/29/09	\$368,633,50
Pulmonary Associates Christopher Breeden, M.D.	2/23/09 - 4/28/09	\$3,355.00
Amir Qureshi, M.D.	2/23/09 4/24/09	\$5,317.00
Ahmed F. Badery, M.D.	3/01/09 - 4/28/09	\$7,150.00
Sikisam Magoyag, M.D.	3/28/09 - 3/30/09	\$378.00
Columbine Ambulanco Littleton, Colorado	4/29/09	\$888.00
Calg Hospital Englowood, Colorado	4/29/09 - 9/25/09	#479,697.5
National Jewish Health South Denver	4/29/09 - 6/30/09	\$2,780.00

PANARE & REWING Antoinism Arlan 2030 Borth Duthio Delva Autra 100 Las Vidaa, Reviaa, 60127 Physic: (203) 228-6800

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Provider	Dates of Service	Billings
(Physicians: Mountain, Fenton, Warner, Taryle)		
Carolyn L. Tillquist, M.D.	4/30/09 - 7/27/09	\$4,590.00
Colorado Infectious Disease Associates		
Theanas Politzer, O.D. (Optometry) Englewood, CO	4/30/09 - 8/26/09	\$544.00
Radiology Imaging Associates Englewood, CQ	5/06/09 9/22/09	\$1,749.00
ATG Colorado, Inc. (Shower Chair / Bukanced Manual Wheelchair)	7/30/09	\$7,826.00
Desert Canyon Robabilitation Hospital	9/25/09 10/22/09	\$68,944.92
Pirooz Mashood Medical Rehabilitation Associates	9/25/09 10/22/09	\$3,360,00
Christopher Milford, M.D.	10/12/09 & 10/20/09	\$460.00
Bornadine Hama, M.D.	10/21/09	\$390.00
Center for Neuro Skills Bakersfield, CA	10/22/09 ~ 5/03/10	\$650,171.25
William Schmalborst, M.D. Kern Pathology Medical Group Physicians Automated Laboratory	10/23/09 4/22/10	\$1,061.50
Dynasplint Systems, Inc.	11/18/09 & 2/12/10	\$6,080.00
Quest Intaging .	11/30/09 & 1/07/10	\$5\$7.00
Fertility Center of Las Vegas Said Donoshmund, M.D.	1/16/10	\$2,568.00
Carl Garbus, O.D. FAAO Neuro Vision Rebabilitation Institute Valencia, CA	2/10/10 - 5/31/10	\$880.00
Nevada Community Enrichmont Program (NCEP) Rehabilitation Services Vinco Sacco, M.Ed.	7/06/10 - 11/12/10	\$52,731.00

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Provider	Dates of Service	Billings
Werner Institute of Balance and Dizziness	7/20/10 - 1/28/11	\$16,842.20
Brian K. Werner, MPT	9/15/(1 - 12/02/11	\$5,455.00
Totol <u>\$22,297.20</u>		
Curtle Poindexter, M.D.	7/23/10 & 8/16/10	\$500.00
Mountain Rehabilitation Services		
Bess Chang, D.O.	8/25/10 - 9/02/11	\$9,059,28
Medical Neurology		
Westfield Eye Center	8/27/10 - 2/04/11	\$485.00
Kenneth W. Houebin, M.D.		
NY A CONTRACTOR	9/14/10	\$350.00
Neurology Conter of Nevada Linda Brown, M.D.	1 9/14/10	1000000
AMI Monitoring, Inc.	11/15/10 - 11/22/10	\$1,760.00
(Transfelephonic Arrhythmia Monitoring for Dr. Chang)		1
Speech Therapy Center of Excellence	11/17/10 - 1/12/11	\$4,175.00
Matt Smith Physical Therapy	11/19/10 - 10/31/11	\$22,785.00
St. Rose Dominican Hospital	11/21/10	\$4,943,00
Siena Campus	12/20/10	\$1,701.00
Total \$6,644.00		
Louis F. Mortillaro, Ph.D.	5/26/05 - 11/09/05	\$4,525.00
Psychologist	12/02/10 - 12/28/10	·
Susan E. Schwartz, D.O.	12/06/10 - 2/17/11	\$585,72
E.N.T. Voice & Sinus Center of Nevada		
Steven Nguyan, O.D.	12/06/10	\$473.00
Optio Gallery		
Attick of NT-real and Grand all at	d/10/11	DC40 0D
Clinical Neurology Specialist Leo Germin, M.D.	7/18/J.1 10/24/11	\$640.00 \$370.00
	1.2/05/11	\$13,000.00
Totel #14,010.00	 _	
TOTAL		\$2,373,472

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a result of the January 12, 2009 accident.

PRENCE & KISATING ABTORQUB AV JAW 2230 Shall Hulling Delea Burg Min SAB VERAS, Newas SOLIT Prences (702) 228-6805

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D. Economic Losses

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At the time of the accident, Pretaer was only thirty seven (37) years old and was employed as $\mathbf{2}$ 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 Premer would have continued to 7 work for an additional twenty-eight (28) years. While his salary would have likely increased each 8 9 year as he gained more experience, but even assuming that his salary remained at \$62,562.00 for the 10 next twenty eight years, at minimum, Pretner's economic wage losses amount to \$1,626,612.00. 1.1 Procedural History Ж. 12On January 7, 2011 Plaintiffs filed a Complaint against Defendants Michael Vasquoz and 13 Blue Streak. See Plaintifie? Complaint attached haroto as Exhibit H. At the time of the accident, 14 Vasquez was a principal, officer, director, manager, employee and/or agent of Bhue Streak and was 15 16 operating his truck while in the course and scope of his employment with Blue Streak. Blue Streak 17 was properly served on April 11, 2011. See Copy of Summons and Affidavit of Service for both 18 Defendants attached hereto as Exhibit I. 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 22Plaintiffs filed a Notice of Entry of Default as to both Defendants. See Notice of Entry of Default . 23 attached hereto as Exhibit K. Plaintiffe now sock a judgment against Defendants Vasquez and Blue $\mathbf{24}$ Streak jointly and severally for damages. 25 26 2728 PERIOR & KEATING 10 ATTORNEY UAT LAW

3230 Spelly Dullyity Delve Scena 100 48 VIXIAR, NEVADA DUI IT Phione (101) 230-6000

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LEGAL ARGUMENT

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THIS COURT SHOULD ENTER A JUDGMENT OF DEFAULT A) AGAINST DEFENDANTS IN THIS CASE BECAUSE DEFENDANTS HAVE BALLED TO ANSWER OR OTHERWISE RESPOND TO PLAINTIFES' COMPLAINE.

NRCP 55(b)(2) states in pertinent part,

(b) Judgment. Indement by default may be entered as follows:

- (2) By the Coart. 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 incompetant 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 parry 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.
- 18 NRCP 55(b)(2).

19 In this case, a Complaint was filed against Defendants Vesquez and Blue Stroak, See Exhibit 20H, Despite Defendants being properly served with the Summons and Completian, Defendants failed 21 to respond or file an Answer to the Complaint. See Mahibit I. Default was entered against both $\mathbf{22}$ Defendants on June 23, 2011. See Exhibit J. Plainthi's filed a Notice of Entry of Default on August 2324 9, 2011. See Exhibit K. Pursuan to the NRCP 55(b)(2), Plainliffs now move this Honorable Court 25 for an Entry of Default Judgment as Plaintiffs are entitled to recover the following amounts from 26 Defendants MICHAEL VASQUEZ and BLUB STREAK: 2728

PRINCE & REATING A TECHNICH AT JANY 3230 BUMI: BUTING Drive Binna:100 LAB YORAN NOVADA 29117 PHONE (702) 128-5379

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·	1. Past modical damages in the amount of \$2,373,472,52; and
2	2. Future economic wage damages in the amount of \$1,622,612.00; and
3	3. Past pain and suffering in the amount of \$3,500,000.00; and
4	4. Future pain and suffering in the amount of \$5,000,000,00; and
5 6	5. Prejudgmont interest accruing at the statutory rate from January 7, 2011, the date of
7	the filing of the Complaint until the full amount is paid to Plaintiffs.
8	101L
9	CONCLUSION
10	Based on the foregoing, Plaintiffs respectfully request that this Honorable Court enter Default
11 12	Judgoverst. against Deferminants, MICHAEL VASQUEZ and BLUE STREAK, jointly and severally, in
12	the amount of \$12,496,084.52, plus brierest thereon.
14	Deted this 1/2 day of February, 2012.
15	. Respectfully submitted
16	PRINCE & KEATING
17	One More han
18 19	DENNIS M. PRINZE
20	Novada Bar No. 5092 ERIC N. 'I'RAN
21	Nevada Bar No. 11876 3230 South Buffalo Drive
22	Suits 108 Las Vegas, NV 89117
23	Attornoy for Plaintifis Lee Pretner and Dana Andrews as Legal Guardians
24	of Ryan T. Pretner, an Adult Ward
25	
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28 Princy & Keating Attouries at Jaw 8230 Simili Dicking Dire 2007 108 Las Vejas, (742) 720-080) Priopes (742) 720-080)	k7

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ا) 1 لـ 1	AFFIDAVIT OF DENNIS M. PRINCE IN SUPPORT OF APPLICATION OR ENTRY OF DEFAULT JUDGMENT
2	STATE OF NEVADA.)
3)65:
4	COUNTY OF CLARK)
5	DENNIS M, PRINCE, ESQ, being first sworn, deposes and says:
6	1. I am an attorney at law duly licenso to practice before all courts of the State of Nevada and T
7	an a perform in the law firm of PRINCE & XEATING, counsel for Plaintiffs Lee Protoct and
8 9	Dana Andrews as Legal Guardians of Ryan 'F. Protner, an Adult Ward.
10 J	2. I have personal knowledge of the facts within and if called to testify, I could and would
11	competently testify to the mathematical herein.
12	3. 1 have been informed and believe that Defendants Michael Vasquez and Blue Streak are not
13	in the military service of the United States not infants or incompetent persons.
14	4. Plaintiffs filed a Complaint against Defendants Michael Vasquez and Blue Streck on or
15	about January 7, 2011. See Exhibit H.
16	5. Defendants, Michael Vasquez and Blue Streak were personally served with the Summons
17	
18	and Complaint on or about April 11, 2011. <u>See</u> Exhibit I.
19 20	6. On June 23, 2011, the Court entered a Default against both Defendants. See Exhibit J.
20	7. On August 9, 2011, Plaintiffs filed a Notice of Entry of Default as to both Defendants. See
21	Exhibit K.
23	8. A true and correct copy of the Traffic Accident Report is attached hereto as Exhibit A.
24	9. A true and correct copy of the Jucident Roport is attached hereto as Exhibit B.
25	10. As of date, as a result of January 12, 2009 accident, Ryan T. Pretner incurred medical
25	expenses totaling in the arrount of \$2,373,472.52.
27	authorized sourceff an evolute of deale called the
28	· · · · · · · · · · · · · · · · · · ·
. Proinson, & Reaming Astronomers and Law 2396 South Duffild Drive Buth Lon Lan Vinias, Network 201 Physics (N2) 228-6900	

11. I declare under penalty of perjury that the foregoing is true and correct. 1 FURTHER AFFIANT SAYETH NAUGET. 2 3 DATED this 6 day of February, 2012. 4 5 M. PRINCE DËNI б ips and Sworn before on this 7 of Fobrany, 2012 8 9 NOTARY PUBLIC 10 LISA M. LÉE Intery Public State of Neveulu 11 Nc, 93-3776-1 My appl. exp. July 9, 2013 12 13 14 15 16 17 18 19 20 2122 $\mathbf{23}$ 2425 $\mathbf{26}$ 2728 PRINCE & REATING
 ATTOUNCED AT KANY
 SERTSON DURING DURING
 BEART LOB
 LAN VELIN, NEVARA 2017
 PROPES (101) 328-6000 14

Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 186 of 206

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		1
1 I	CERTIFICATE OF MAILING	ļ
2	I hereby certify that on the \coprod_{ℓ} day of February, 2012, I caused service of the foregoing	
3	PLAINTIFFS' APPLICATION FOR ENTRY OF DEFAULT JUDGMENT to be made by	
4	depositing a true and correct copy of same in the United States Mail, postage fully preprid, addressed	ĺ
5	to the following:	
6	Georgo M. Ranalli, Bsq.	
7.	2400 West Horizon Ridge Parkway	
8	Elenderson, NV 89052 Attorneys for Defendants	
و.	Michael A. Vasquez and Blue Streak Auto Detailing, LLC	
10	N.12100	
11		
13	An employee of Prince & Reating	
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Prince & IceAning Attoneth at Jaw 3330 South Dutied Drive Buita 100 Lar Vistar, Playana 2911 Dugnei (2013) 230-660		
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EXHIBIT "20"

EXHIBIT "20"

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 188 of 206

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		1	JUBG	Alun & Chrimm		
		2	DENNIS M, PRINCE Novada Bar'No, 5092	CLERK OF THE COURT		
		3	PRINCE & KRATING 3230 S. Buffalo Drive	CLERK OF THE GOURT		
		4	Suite 108			
		5	Las Vegas, Novada 89117 (702) 228-6800			
		6	(702) 228-0443 facsimile			
		7 {	DPrince@PrincaKacuing.com Attomey for Plaintiffs			
		8	Lee Pretner and Dana Andrew, as Legal (Huardians of Ryan T. Pretner;	·		
		9	and Ryan T. Pretner, individually			
		1.0				
		11	DISTRICT COURT CLARK COUNTY, NEVADA			
		12				
		13				
		14 {	LEE PRETNER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T.			
		15	PRETNER, an adult ward; and RYAN T. PRETNER, individually,	CASE NO.: A-11-632845-C DEPT, NO.: III		
· ·		16				
		17	Plaintiffs,			
	-	18	V9	DEFAULT JUDGMENT		
		19	MICHAEL A. VASQUEZ, individually; BLUE STREAK AUTO DETAILING,			
		20	LLC, a Nevada Limited Liability	-		
		21	Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through			
		22	X, inclusive,			
		23	Defendants,			
		24	·	<u>.</u>		
	25 This matter comes on for hearing on April 11, 2012 on Plaintifis' Application for)			April 11, 2012 on Plaintiffs' Application for Entry of		
		26 Default Judgment. Dennis M. Prince appearing on behalf of the Plainfiffs and no one appearing		ing on behalf of the Plainfiffs and no one appearing on		
27 behalf of the Defandants,		behalf of the Defendants,	•			
		28				
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Defendants
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Based upon the foregoing, the Court finds and enters judgment as follows:

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 bion from his bicycle to the ground resulting in serious,
 catastrophic and life altering injuries.

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 linble for the injuries and damages sustained by
 Pretner caused by Defendant Vasquex's negligence.

3. As a result of the negligence of the Defendants, Preiner sustained cateatrophic 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 compatore state. Pretner underwent extensive modical work up and treatmost. Pretner is now disabled from working,

Риннов & Исалтия ⁴ Алторнеев Алі, ум 3230 Sonii Гипали Drive Rate 103 LAS Уксая, Яскала Вріт? Риснев (703) 228-6800

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1	Based upon the papers, pleadings and evidence on file herein, judgment is hereby entered in		
2	favor of the Plaintiffs and against the Defendants, jointly and severally, as follows:		
3	1. Past medical special damages: \$2,373,470.52	ļ	
4	2. Yast pain and suffering and loss of enjoyment of life; \$3,500,000,00		
5 6	3. Future economic wage loss: \$1,622,612,00		
. 7	4. Future pain and suffering and less of enjoyment of life: \$5,000,000.00		
ម	5. Pre-judgment interest as allowed by Neveda law on		
9	the past damages: \$ 392,410.14		
10	A total judgment in the amount of \$12,888,492.66 is hereby entered in favor of Plaintiffs and		
11	against the Dofendants plus costs in the amount of \$6,295.99 and attorney's fees in the amount of		
1.2	$\frac{5}{5}$ (55, 396. Plaintiffs shall also be entitled to interest as allowed by Nevada law from the		
13 14	date of entry hereof until the judgment is fully satisfied.	ł	
14	DATED this <u>11</u> day of April, 2012.		
1.6	and the second s		
. 17	DISTINCT COURT JUDGE		
18			
19	Respectfully submitted by:		
20	PRINCE & KEATING		
21	DENNIE MITRINGU		
22	Nevada Bay No. 5092 3230 S. Buffalo Drive, Suito 108 Las Vegas, Nevadu 89117 Attorney for Plaintiffs Les Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; and Ryan T. Pretner, individually		
23 1			
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Pirtinge & Keraaning Astolusiya at Lan 3230 Sooji: Duffer Disto Sunu tob Las Veraa, Neyada, 19337 Paake (702) 228-6800	ու չոչի Երեւթյուն ՅԱՅ ԱՅՅ		

EXHIBIT "21"

EXHIBIT "21"

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 192 of 206

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Electronically Filed 04/11/2012 11:21:18 AM NJUD 1 DENNIS M. FRINCE $\mathbf{2}$ Nevada Ber No. 5092 CLERK OF THE COURT PRINCE & KEATING 3 3230 S. Buffielo Drive Suite 108 4 Las Vegas, Nevada 89117 5 (702) 228-6800 (702) 228-0443 faosimille 6 DPrince@PrinceKasting.com Attorney for Plaintiffs 7 Lee Pretner and Dana Andrew, as 8 Legal Guardians of Ryan T. Preiner; and Ryan T. Preiner, individually ŋ, 10 DISTRICT COURT 11 CLARK COUNTY, NEVADA 12 13 LEE PRHINER and DANA ANDREW, AS LEGAL GUARDIANS OF RYAN T. 14 CASE NO.: A-11-632845-C PRETNER, an adult word; and RYAN T. 15 DEPT. NO .: HI PRETNER, individually, 16 Plaintiffe, 17 ¥\$, 18 NOTICE OF ENTRY OF DEFAULT JUDGMUENT MICHAEL A. VASQUEZ, individually; 19 BLUE STREAK AUTO DETAILING, LLC, a Novada Limited Liability $\mathbf{20}$ Company; DOBS I through X, inclusive; 21 and ROE DUSINESS FONTITIES I through X, inclusive. 22 Defendants. 2324 PLHASE TAKE NOTICE that a Default Judgment was ontered in the above-entitled matter 25 $\mathbf{26}$. . . 27 $\mathbf{28}$ PRINCE & REATING 1 ATTORNEYS AT LAW 3230 South Burling Diving 61010-100 Глав Vасла, Nevada BV117 Рюжы (702) 226-6000

on the 11th day of April, 2012, a copy of which is attached horoto. 1 DATED this day of April, 2012. $\mathbf{2}$ 3 PRINCE & KEATING 4 5 DENIØSAI PRINCE 6 Nevada Bor No. 5092 3230, Z. Buffalo Drivo 7 State 108 8 Las Vegas, Nevada 89117 Attorney for Plaintiff's 9 Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; 10 utul Ryan T. Freiner, individually 11 12 13 CERTIFICATE OF MAILING 14 I hereby certify that on the May of April, 2012, I caused service of the foregoing 15 NOTICE OF ENTRY OF DEFAULT JUNEMENT to be made by depositing a inte and correct 16 copy of same in the United States Mail, postage fully prepaid, addressed to the following: 1718 George M. Ranalli, Esq. . 2400 West Horizon Ridgo Parkway 19 Henderson, NV 89052 Attorneys for Doibudanta $\mathbf{20}$ Michael A. Vastplez and 21 Blue Streak/Auto Détailink) 2223 Simployee of Pribee & Keating $\mathbf{24}$ 25 2627 $\mathbf{28}$ PRINCE & KOAPING 2 ATFORMEYS AT LAW 3230 South Buildio Drive BUTE IOS RAS VCCAS, NEYANA 89117 PREMIS (702) 228-6000

Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 194 of 206

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Electronically Filed 04/13/2012 10:21:26 AM JUDG 1 DENNIS M. PRINCE 2 Neveda Bac No. 5092 CLERK OF THE COURT PRINCE & KRATING 3 3230 S. Buffaio Drive 4 Suite 108 Las Vogas, Novada 89117 5 (702) 228-6800 (702) 228-0443 facsimile 6 DPrince@PrinceKeating.com Attorney for Plaintifis 7 Les Protner and Dava Andrew, ac 8 Legal Guardians of Ryan T. Premer; and Ryan T. Pretner, individually 9 10 DISTRICT COURT 11 CLARK COUNTY, NEVADA 12 13 LEE PRETNER and DANA ANDREW. 14 AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. CASE NO.: A-11-632845-C 15 PRETNER, individually, DEPT, NO.; III 16 Plointiffs, 17 γ8. 18 DEFAULT JUDGMENT MICHABL A. VASQUEZ, individually; 19 BLUE STREAK AUTO DETAILING. 20LLC, a Nevada Limited Liability Company; DOES I through X, inclusive; 21 and ROE BUSINESS BNTITIES I through X, inclusive, 22 Defendants. 23 24This matter comes on for hearing on April 11, 2012 on Plaintiffs' Application for Entry of 25 Default Judgment. Donnis M. Prince appearing on behalf of the Plaintlife and no one appearing on 2627 behalf of the Defendants. 28 PRINCE & KEATING Artionacte Ar Ling Szoù Bozin Billielo Driva 1 Suine 106 Suine 106 Lua Vari/s, Novide 199117 Phokes (903) 224-6000

This is an action for personal injuries arising out of an accident that occurred on or about 1 2 January 12, 2009. Plaintiffa filed their Complaint on January 7, 2011, seeking to recover for 3 substantial bodily injury sustained by Ryan Pretrier caused by the Defendants. A.Default was entered 4 against Defendant Michael A. Vasquez on June 27, 2011. A Defendt was entered against Defendant 5 Blue Streak Auto Defailing, LLC on the same date. On February 16, 2012, Plaintiffs filed an 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.34 339 (2009), a default against both Defendants 8 9 constitutos an adurhasion by the Defendents of all material facts alleged in the Complaint. Further, 10 the entry of default against the Defendants resolves the issues of liability and causation on all claims 11 for relief in Plaintifie' Complaint leaving open only the extent of damages. 12

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

On January 12, 2009, 'Ryan T. Protner was riding his bicycle traveling assibound on 1, 14 15 the paved shoulder of St. Rose Parkway. While riding his bicycle, Defendant Vasquez negligently 16 collided with Protner violently throwing him from his bieyels to the ground resulting in serious, 17 ontastrophic and life cliering injurios. 18

At the time of the ancident, Vasquez was an employee and/or agont of Defendant Blue 2. 19 Streak Auto Detailing, LLC. At the time of the accident, Vasquez was in the course and scope of his $\mathbf{20}$ apployment and/or agency of Blue Streak adding in furtherance of its business interests. 21 22 Accordingly, Defendant Blue Streak is legally liable for the injuries and damages sustained by 23 Promor omsed by Dofaudant Vasquez's negligence.

As a result of the negligence of the Defendants, Pretner sustained estastrophic and life З. altoring injuries. Among the bijuries Pretuer sustained was a severe traumatic brain injury. For a significant period of time following the accident, Pretner was in a connetose state. Preiner underwent extensive medical work up and treatment. Frother is now disabled from working.

PRINTE & REATING ATTORNA WE LAW նույին Օսեննեւ Ծոնու BUIYE LOG LNG VEDAL NIXVADA \$9117 maler (90%) 2%D-6810

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1 Based upon the papers, pleadings and evidence on file herein, judgment is hereby entered in 2 favor of the Plaintiffs and against the Defendents, jointly and severally, as follows; 3 1. Paat modical special damages: \$2,373,470.52 4 2. Past pain and suffering and loss of enjoyment of life: \$3,500,000.00 5 3. Future aconomic wage loss: \$1,622,612.00 б 4. Fourse pain and suffering and loss of onlowment of life: \$5,000,000.00 7 8 5. Pre-judgment interest as allowed by Nevada law on Kie past damages; \$ 392,410,14 9 A total judgment in the amount of \$12,888,492,66 is hereby entered in favor of Plaintiffs and 10 1.L against the Defaudants plus costs in the amount of \$6,295,99 and alterney's focs in the amount of 42 \$ S.155,396. 12 . Plaintiffs shall also be emitted to interest as allowed by Novada law from the 13 date of entry hereof until the judgment is fully estimated. 14 DATED this 1 day of April, 2012. 15 1.6 DISTRICT COURT JUDGE 17 18 Respectfully submitted by: 19 PRINCES & KEATING 20 21 DENNIS M/ PRINCE 22Nevada Bay No. 5092 3230 S. Baffalo Drive, Suite 108 23Las Vogas, Nevada 89117 24 Attorney for Plaintiffs Lee Pretner and Dapa Andrew, as 25Legal Guardians of Ryan T. Preiner; and Ryan T. Pretner, individually 26 27 $\mathbf{28}$ PRINCE & KEATSHE Astocices of Law 2230 South Dathes Delva 3 901TG 198 ын түрээ Сав түрэдэ, Хеудид автэг Риссим (202) 220-6500

Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 197 of 206

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NJUD 1 DENNIS M. PRINCE 2 Nevada Ber No. 5092 CLERK OF THE COURT PRINCE & KEATING 3 3230 S. Buffalo Drive Suite 108 4 Las Vogas, Nevada 89117 5 (702) 228-6800 (702) 228-0443 faceimile ն DPrince@PrinceKeating.com Attorney for Plainliffs 7 Lee Preiner and Dana Andrew, as 8 Legal Guardians of Ryan T. Premer; and Ryan T. Preiner, Individually 9 10 DISTRICT COURT 11 CLARK COUNTY, NEVADA 12 13 LEE PRETNER and DANA ANDREW. 14 AS LEGAL GUARDIANS OF RYAN T. CASENO,: A-11-632845-C PRETNER, an adult ward; and RYAN T. 15DEPT, NO.: III PRETNER, Individually, 1.6 Plaintfils, 17 γø. NOTICE OF ENTRY OF DISPAULT 18 JUDGMENT MICHAEL A. VASQUEZ, individually; 19 BLUE STREAK AUTO DETAILING, LLC, a Nevada Limited Liability $\mathbf{20}$ Company; DOES I through X, inclusive; and ROE BUSINESS ENTITIES I through 21 X, inclusivo, 22 Defendants, 23 24 PLEASE TAKE NOTICE that a Default Judgmont was entered in the above-entitled matter 2526. . . 27 $\mathbf{28}$ PRINCE & KAAMNO 1 Arronneye Ar LAW 3230 South Duffedo Estvo Sill a ville БЛАК 108 БАВ УОЗАБ, NKVADA 89147 Риска (702) 228-6600

PL000311

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on the 11^{th} day of April, 2012, a copy of which is attached hereto. 1 DAUED this day of April, 2012. $\mathbf{2}$ 3 PRINCE & KEATING 4 5 M PRINCE DENNIS, 6 Nevada Bar No. 5092 3230, S. Buffalo Drive 7 Saits 108 8 Las Vogas, Nevada 89117 Attorney for Plaintiffs 9 Lee Pretner and Dana Andrew, as Legal Guardians of Ryan T. Pretner; 10 and Ryan T. Pretner, Individually 11 12 13 CERTIFICATE OF MAILING 14 I hereby certify that on the May of April, 2012, I caused service of the foregoing 15 NOTICE OF ENTRY OF DEFAULT JUDGMENT to be made by depositing a true and correct 16 copy of same in the United States Mail, postage fully prepaid, addressed to the following: 17 18 Georgo M. Ranalli, Esq. ... 2400 West Horizon Ridge Parkway 19 Henderson, NV 89052 Attorneys for Defendants $\mathbf{20}$ Michael A. Vashurz and $\mathbf{21}$ Blue Streak/Auto Detcolling 22 23 yn &mployee of Prince & Reating 24 252627 $\mathbf{28}$ PRINCE & KRATING ATTORIZA & DAW 8230 Bauth Dallalo Dalve 2 Since IUU LAB YORAS, NEVADA 59117 PHIMRI (702) 228-5500

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Case 2:12-cv-00978-APG-PAL Document 49-2 Filed 01/02/13 Page 199 of 206

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Electronically Fliad 04/11/2012 10:21:25 AM JODG. 1 DENNIS M. PRINCE 2 Nevada Bar No. 5092 CLERK OF THE COURT PRINCE & KEATING 3 3230 S. Buffalo Drive 4 Spita 108 Las Vegas, Nevada 89117 5 (762) 228-6800 (702) 228-0443 facsimile 6 DPrince@PrinceKauling.com Attomey for Pleintiffe 7 Lee Preiner and Dana Andrew, as 8 Legal Guardians of Ryan T. Pretner; and Ryan T. Protner, individually g 10 DISTRICT COURT 11 CLARK COUNTY, NEVADA 12 13 LEE PRETNER and DANA ANDREW. 14 AS LEGAL GUARDIANS OF RYAN T. PRETNER, an adult ward; and RYAN T. CASENO,: A-11-632845-C 15 PRETIVER, individually, DEPT. NO.; III 16 Plaintiffs. 17 γ9. 16 DEFAILT FUDGMENT MICHABLA, VASQUEZ, individually; 19 BLUE STREAK AUTO DETAILING, LLC, a Novade Limited Liability $\mathbf{20}$ Company; DOES I through X, inclusive; 21 and ROB BUSINESS ENTITIES I through X, inclusivo, $\mathbf{22}$ Defendants. 23 24This matter comes on for hearing on April 11, 2012 on Plaintiffs' Application for Entry of 25Default Judgment. Dennis M. Prince appearing on bohalf of the Flaintfifth and no one appearing on 26 27 behalf of the Defendents. 28 Риннор & Кадевад Анторизне не Глан 1 3230 Bouily Dulfulu Cryvu RUYK LIIB 1.49 Y2GAE, 15XVADA DD 1.17 Phone: (%2) 235-0100

PL000313

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This is an action for personal injuries arising out of an accident that occurred on or about 1 2 January 12, 2009. Pleintiffs filed their Compleint on January 7, 2011, seeking to recover for 3 substantial bodily injury sustained by Ryan Preiner caused by the Defendance. A Default was entered 4 against Defendant Milohael A. Vasquez on June 27, 2011. A Default was enlored against Defendant 5 Blue Streak Auto Defailing, LLC on the same date. On February 16, 2012, Plaintiff's filed an 6 Application for Default Judgment pursuant to NRCP 55(b)(2). According to Longestro v. American 7 Family Insurance Group, 124 Nev. 1060, 195 P.3d 339 (2009), a default against both Defendants Ю 9 constitutes an admission by the Defandants of all material facts alleged in the Complaint. Further, 10 the entry of default against the Defendants resolves the issues of liability and causation on all daims 11 for rollef in Plaintiffs' Complaint leaving open only the extent of damages. 12

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

On January 12, 2009, Ryan T. Preiner was riding his bioyole traveling eastbound on 1. 14 15 the payed shoulder of SL Ross 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 estastrophic and life altering injuries, 18

At the time of the accident, Vasquez was an employee and/or agent of Defondant Blue 2, 19 Streak Auto Detailing, LLC. At the time of the socident, Vesquez was in the course and scope of his $\mathbf{20}$ 21 environment and/or agency of Blue Streak acting in furtherance of its business interests. 22 Accordingly, Defendent Blue Streak is legally liable for the injuries and damages sustained by 23 Pretner caused by Defendant Vasquez's appligence.

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

PRINCE & ICEATING mondovis Are LAW լումի Օսքիկը Օրկզ 8003103 AP VOUNT, NRVADA 16317 PHORE (YOX) 220-DOCC

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1	ment is hereby entered in		
2	favor of the Plaintiffs and against the Defendants, jointly and severally, as follows:		
3	1. Pest modical special damagos:	\$2,373,470.52	
4	Past pain and suffering and loss of enjoyment of life;	\$3,500,000.00	
5 6	3. Future economic wago loss;	\$1,622,612.00	
7	4. Future pain and suffering and loss of enjoyment of life:	\$5,909,000.00	
9 j	5. Pre-judgment interest as allowed by Nevade law on		
9	the past damages:	\$ 392,410,14	
. 1.0	A total judgment in the amount of \$12,888,492.66 is hereby entern	d in favor of Plaintiff's and	
11	against the Defendants plus costs in the amount of \$6,295,99 and attoms	ey's fees in the amount of	
. 12	$\frac{5,15,139}{5,15,139}$. Plaintiffs shall also be entitled to interest as allower	by Nevada law from the	
13	date of easily hereof until the judgment is fully satisfied.		
14	DATED this 11 day of April, 2012.		
15 16	-marmale [14.		
10	DISTRUCT COURT JUDGE		
18			
19	Respectfully submitted by:		
20	PRINCE & KUATING		
24	And 2		
22	DENNUS M. PRINCE Nevada Bay No. 5092		
23~	3230 S. Briffalo Drive, Suite 108 Les Vegas, Nevada 89117		
24	Attorney for Plaintiffs Lee Pretner and Dana Andrew, as		
25	Legal Guardiann of Ryan T. Pretner; and Ryan T. Pretner, individually		
26 · 27	I IIIIII A A BALLEL I IIIIII ABHAANA		
- 28			
Рискаг & Кралчино Алгонкруга У Јам 3230 вила Донтиб Day Вирадоо Сал укоа, Науала 1931 Сними (Пау 220-боб)	3		



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EXHIBIT "22"

EXHIBIT "22"

PL000316

Electronically Filed 1 05/10/2012 1D:35:01 AM oscc $\mathbf{2}$ DISTRICT COURT 3 CLARK COUNTY, NEVADA CLERK OF THE COURT **** 4 CASE NO.: A-11-632845-C LEE PRETNER, PLAINTIFF(S) 5 VS. 6 MICHAEL VASQUEZ, DEPARTMENT 3 $\overline{7}$ DEFENDANT(6) 8 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 statietically close this case for the following reason: 12 DISPOSITIONS: Voluntary Dismissal 13 Transferred (before/during trial) 14 Involuntary (statutory) Dismissal 15 Judgment on Arbitration Award Stipulated Dismissal 16 Stipulated Judgment Default Judgment Motion to Dismiss (by Defendant) 17 Summary Judgment 18 Non-Jury (bench) Trial 19 Jury Trial 20DATED this 9th day of May, 2012. 2122 DOUGLASIW, HERNDON 23DISTRICT COURT JUDGE 24 25 26 27 28



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EXHIBIT "23"

EXHIBIT "23"

PL000318

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SETTLEMENT AGREEMENT AND COVENANT NOT TO EXECUTE

This Settlement Agronment and Covenant Not to Excepte (hendbafter "Agreement") is made this <u>2.21</u> day of <u>devel</u>, 2011, by and between Lee Pretner and Data Andrew at Legal Guardians of Ryan '? Bretner (hereindfler "Preiner") and Michael A. Vasquez (hereinafter "Vasquez") and Biue Streak Auth Detailing; J.J.C. (hereinafter "Blue Streak") arising out of a motor vehicle accident which becurred on March 26, 2009 in Clark, County, Nevada (hereinafter the "accident").

1. Premer was seriously injured as a result of the healdont as more particularly described in the Complaint on file in Oneo No. A-11-632845-C, siyled by Les Premer and Dima Andrew as Legal Guardians of Ruan 2. Prepar, an adult word and Ryan 7. Premer, Individually ye, 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 covorage limits of \$100,000.00 per person and \$300,000.00 per occurance. Following, the accident, Pretner presented a claim to Progressive domanding policy limits. After Pretner presented bis plain), Progressive timely offered to pay htts \$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 except the \$100,000.00 policy limits and except the \$100,000.00 policy limits and except the \$100,000.00 policy limits and except a release of all claims because there was other available insurance for Yasquez and Bhus Strenk.

3. At the time of the accident, Blue Streak was a Nevada limited hability company providing actomotive detail services. Vacques is end/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 keepets polley issued by Century Insurance Company (hereinafter "Century") to Blue Streak, Polley No. CCF502869 with coverage limits of \$1,000,000.00. After the accident, Century was notified of Preinfer's claim. Century has denied coverage for Claim No. 01-061267 and the accident.

4. On January 7, 2011, 'Petner filed suit against Viaquez and Blue Streak, Bollowing proper service of process, Defaults pursuant to MRS 55(g), have been entered against both Vasquez and Blue Streak. Following the filing of the action, Premier holillei Contory of the action as well as the Dofaults emoted against its insureds. Century has failed and refused to defend and/or indemnify either Vasquez or Blue Streak against the allogations in the Complaint.

5. In reaching this Agreement, Vasques and Blue Strenk acknowledge that there is a significant probability that a vertilet would be entered its favor of Protoer which would substantially exceed the available coverage through Progressive and Cantury in the combined, amount of \$1,100,000,000. Both Vasquez and Blue Streak destre to protect themselves by reason of Century's wrongful denial of this clatan and its refusal to defend uni/or indemnify them in the action brough by Prefner.

6. In exchange for a covonaril not to except, Vasquez and Hue Streak hereby assign to Pretner all of their rights, interests, and the claims in the policy of insurance issued by Contury 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 this dealing, breach of the duty to sould and violations of Nevada's Unfair Claims Practices Act;

7. In exchange for the above-referenced assignment, Pretner hereby agrees to never exactly upon Varguez of Bine Struck on any resulting judgment in the above-described action above the \$100,000,00 polley 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 MRCP 55(b)(2) with the Court for the chirty of a default judgment against Vacquez and Blue Streak, joint and severally. At the hearing, Pretner will ecole a judicial determination of the amount of his damages on account of the perpendicularity be will not seek to execute upon any of the assets of Vacquez or Blice Streak. If at some paint in the future there is a resolution of elabora with Centary or any other applicable framew, Pretner will enter into a release of all olating view of the generation of judgment, be will not seek to execute upon any of the assets of Vacquez or Blice Streak. If at some paint in the future there is a resolution of elabora with Centary or any other applicable framew, Pretner will enter into a release of all olating with Vacquez and Blue Streak as well as execute assets following.

9. Upon exception of this Agreement, Progressive shall immediately issue and tender forthwith its \$100,000.00 policy limits made psyable to Lee Premer and Dana Andrew as Legal Guavilans of Ryan T. Freener, 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 psynort issued by Progressive to Premer.

2.014 READ AND SIGNED this day of もかわさだ BVBUAHEA SKITINKY PURCHC STATE OF NEVADA COMMISSION EXPIRES 6-14 COMPRESS NO. 101 102 1205 1 FOR RYAN T. PRETNER. HAILA, VASQUEZGOG BLUE STREAK AUTO DETAILING, LLC

PL000320

R.App. 000709

	Case 2:12-cv-00978-APG-PAL Document 4	49-3 Filed 01/0	02/13 Page 1 of 234
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R	DENNIS M. PRINCE		
	Novada Bar No. 5092		
3	PRINCE & KLADDG		
4	3230 South Buffalo Drive		
5	Suite 108 Las Vegas, Nevada 89117		
	Telephone: (702) 228-6800		
6	Pacsimile: (702) 228-0443		
7	B-Mail: DPrince@PrinceKonling.com Aitorney_for_Plaintiffs		1
8	Dana Andrew as Legal Guardian of		
0	Ryan T. Pretner and Ryan T. Pretner		!
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18	DANA ANDREW, as Legal Guardian of		
13	RYAN T. PRETNER, and RYAN T.		
14	PRETNES, individually,		a 00000
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Comments for BLUE STREAK AUTO DETAILING (1-061367)

Types: Multiple Types

Dates: 03/30/2009 03:29:25 PM through 09/19/2011 01:02:45 PM **Users:** David Howard, Lisa Henderson, Daniel Mayer, James Karp, Charles Holland

Activity Log on 9/19/2011 by David Howard

Clmt 1 was entered incorrectly and would not feed into CMS. Another claimant needed to be added.

Activity Log on 6/27/2011 by Lisa Henderson

Pam Torres returned call. She gave me her email Pamelee_Torres@progressive.com. She states they have open extension and not know why PC would default Vasquez. Forwarded default to her.

Activity Log on 6/27/2011 by Lisa Henderson

Received default from Plaintiff's counsel. I had been told by Progressive, Vasquez's auto carrier that they had picked up defense. Called the adjuster at progessive and advised her of this default. Century had no coverage and cannot defend insured against same.

Activity Log on 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. Vinces 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,

Andrew v CSC CF000001 R.App. 000711 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:\$514.50Total Outstanding Reserve:\$0

Gross Incurred: \$514.50Total Reserve & Total paid as reflected on the CIMS screen Net To Century/ProCentury: \$514.50 Gross incurred up to retention amount

Liability Issues & Analysis on 3/7/2011 by Lisa Henderson

Unknown. but investigation revealed there was no coverage. Pretner complaint contends insured came into shoulder where Pretner was biking. Insured in policy report told police he thought Pretner had come into insured's lane of travel causing insured to hit Pretner. It was dark at the time of the accident and per insured, Pretner had no reflectors on bike and insured did not see him until he was nearly about to hit him. Insured swerved to left but mirror hit Pretner. Insured traveling about 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

Andrew v CSC CF000002 R.App. 000712 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" injuires. 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 he I/A determine what kind of business the named insured operates, i.e., a sole proprietorship, corporation, LLC, etc.

Let me know if you have any questions or want to discuss. Thanks.

Reserve & Rationale on 3/30/2009 by Charles Holland

Formula

Coding Verification on 3/30/2009 by Charles Holland Verified To: <northclaims@centurysurety.com> From: "Frances Sobott" <FSobott@heritagegeneral.com> Date: Fri, 27 Mar 2009 09:35:49 -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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This email has been scanned by the MessageLabs Email Security System.

GA HERITAGE GENERAL AGENCY

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

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

March 27, 2009

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

Fax # (614) 823-6397

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

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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.

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Jackie Davis (703) 368-1155

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Andrew v CSC CF000013 R.App. 000723

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Andrew v CSC CF000014 R.App. 000724

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1 2) At intersection, No Crosswalk					0' from Tra	vel Lar		1	2) <u>H</u> elmet					
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Andrew v CSC CF000015 R.App. 000725

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3rd							1 🗆 🎙	U-Turn) Unknown	

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Andrew v CSC CF000016 R.App. 000726

Event Number: STATE OF NEVADA Accident Number:

	09-00812	TRAFFIC ACCIDENT REPORT	Agency Name;
-			HENDERSON POLICE DEPARTMENT

Description of Accident / Narrative:

Pavement Markings and Type:

FBR NARRATIVE:

This is a preliminary report only; no assessment of fault or liability should be determined from this initial report.

V1, a while 2007 Ford F-150 pickup bearing NV personalized plate JSTDTLD 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 fraveling eastbound on the paved shoulder of St. Rose P inkway, 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 und termined at this time.

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

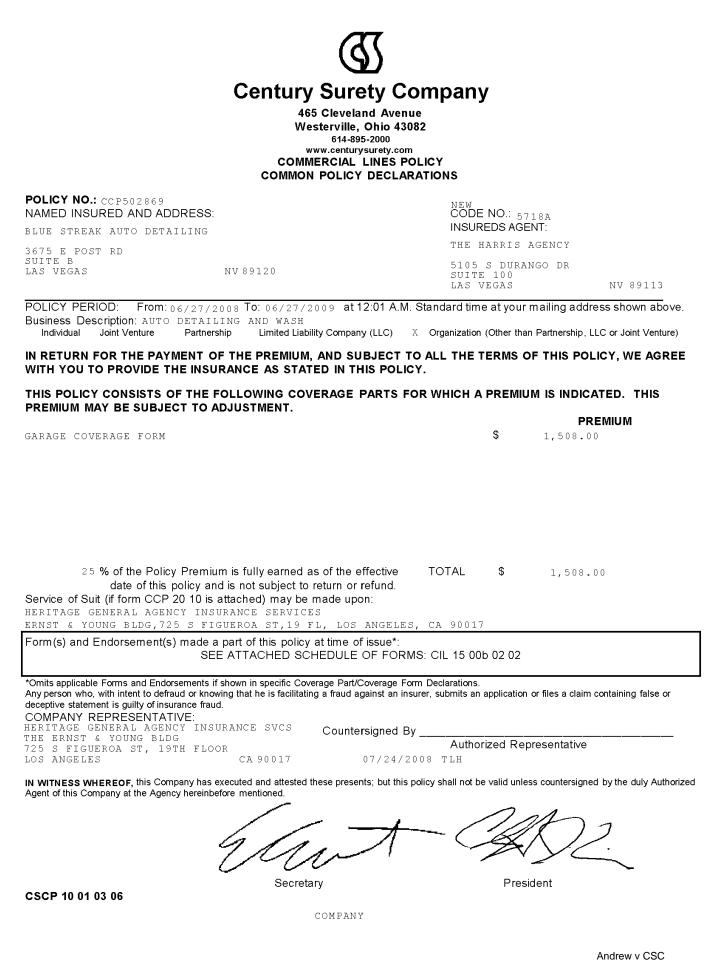
Rider of V2 is currently in critical condition at UMC Trauma and his current prognosis is poor.

This case remains open and further investigation is pending.

Attachments: 1 witness statement

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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 show s which autos are covered autos.)		LIMIT		PREM IU	Μ
		Each "Accident" Aggregate – "Garage "Garage Operations" Operations"		"Garage	\$1,	508
LIABILITY	29	"Auto"Only	Other Than "Auto"Only	Other Than "Auto"Only		
PERSONAL INJURY PROTECTION (or equivalent No- fault Coverage)		\$1,000,000 \$1,000,000 \$2,000,000 SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS\$ DED.			\$	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY S ENDORSEMENT	\$			
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY S ENDORSEMENT FOR EACH ACC	\$			
MEDICAL PAYMENTS		\$			\$	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)			TATED IN EACH		\$	
UNINSURED MOTORISTS		\$			\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$			\$	
GARAGEKEEPERS COMPREHENSIVE COVERAGE		\$ DED. AUTO FOR LOS MISCHIEF OR V \$ MA	LOCATION MIN FOR EACH CUS S CAUSED BY T (ANDALISM SUB XIMUM DEDUCT ANY ONE EVENT	TOMER'S HEFT OR JECT TO IBLE FOR ALL	\$	
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		\$ DED. AUTO FOR ALL \$ MA	ACH LOCATION FOR EACH CUS PERILS SUBJEC XIMUM DEDUCT ANY ONE EVENT	TOMER'S CT TO IBLE FOR ALL	\$	

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Page 1 of 2

Andrew v CSC CF000019 R.App. 000729

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS (Cont'd)

C O V ERA G ES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form show s w hich autos are covered autos.)	LIM IT	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.

CAG 1900 1203

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	e, if not shown abo	ove, 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.

CA 03 01 03 06

Andrew v CSC CF000022 R.App. 000732 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 <u>not</u> shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

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Andrew v CSC CF000023 R.App. 000733

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

POLICY NUMBER: CCP502869

ITEM THREE

LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

LOCATION NO.	A D D RESS State Your M ain Business Location A s 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.	ESTIM ATED 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.						

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POLICY NUMBER: <u>CCP502869</u>

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 CUSTOM ER'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.

D 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 BORROW ED COVERED AUTO COVERAGE AND PREMIUMS

	LIA BILITY COVERAGE – RATING BASIS, COST OF HIRE									
STATE	STATE ESTIMATED COST OF RATE PER EACH FACTOR (If Liability HIRE FOR EACH STATE \$100 COST OF HIRE Coverage Is Primary)									
	\$	\$		\$						
	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.

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POLICY NUMBER: <u>CCP502869</u>

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIM IT 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

		DESCRIPT	ION			PURC		TERRITORY		
Covered Auto No.		Year, Model, Trade Name, Body Type Serial Number (S) V ehicle Identification Number (VIN)			Original Cost New		Actua Cost& NEW (N USED (1	k N)	Tow n & State Where The Covered Auto Will Be Principally Garaged	
1				\$			\$			
2				\$			\$			
3				\$			\$			
4				\$			\$			
5							\$			
		TION								
Covered Auto No.	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	A ge Group	Rat	nary ting ctor Phy. Dam.	Secondary Rating Factor	Code	EX CEPT For Tow ing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At The Time Of The Loss.	
1										
2										
3										
4										
5										

POLICY NUMBER:

<u>CCP502869</u>

ITEM SEVEN

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No.											
	LIA BILITY			PERSONAL INJURY PROTECTION			ADDED P	.I.P.			ROTECTION n Only)
	Limit Premium		In I Er D	Limit Stated In Each P.I.P. End. Minus Deductible Show n Below		Premium		ded 1d. m	Limit Stated In P.P.I. End. M inus Deductible Show n Below		Premium
1	\$	\$	\$		\$		\$;	\$		\$
2	\$	\$	\$		\$		\$;	\$		\$
3	\$	\$	\$		\$		\$;	\$		\$
4	\$	\$	\$		\$		\$:	\$		\$
5	\$	\$	\$		\$		\$;	\$		\$
Total Premium		\$			\$		\$				\$
Covered Auto No.			it entry in a	any column	below mea	ansth	CTIBLES (A at the limit o lumn applies	r deduc	tible entry	ible	
	Αυτο Μεί	TO MEDICAL PAYMENTS COMPREM				H EN SIV E			SPECIFIED CAUSES OF LOSS		
	Limit	P	remium	Limit Stated In Pr ITEM TWO M inus Deductible Show n Below		ITEM Mir Deduc		Stated In M TWO /I inus ductible vn Below	TWO inus uctible		
1	\$	\$		\$		\$		\$		\$	
2	\$	\$		\$	\$			\$		\$	
3	\$	\$		\$		\$		\$		\$	
4	\$	\$		\$		\$		\$\$		\$	
5	\$	\$		\$		\$		\$\$		\$	
Total Premium		\$				\$				\$	
Covered Auto No.			it entry in a	any column	below mea	ansth	CTIBLES (A at the limit o lumn applies	r deduc	tible entry	ible	
		cc	LLISION			TOWING & LABOR					
	Limit St ITEM TW Deductible Sl	O M inus	W	Premium			Limit Per Disablement		Premium		nium
1	\$		\$			\$			\$		
2	\$		\$						\$		
3	\$		\$						\$		
4	\$		\$			\$			\$		
5	\$		\$			\$			\$		
Total Premium			\$						\$		

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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".

	TY PES (DF "AUTOS"		INTERESTS	S COV ERED	
COVERAGES	New "Autos"	U sed "A utos" Demonstrators	Your Interest In Covered "Autos" You Ow n	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 Ow ned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive						
Specified Causes Of Loss						
Collision						

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

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POLICY NUMBER: CCP502869

ITEM NINE (Cont'd)

				TOTAL PREMIUM	\$	
						\$
All	Collision	First \$50,000	\$50,001 to \$100,000	Over \$100,000	Adjust- ment Factor	Premium
		BLANKET ANNUAL COLLISION RATES				
		\$ MINUS \$ COVERED AUTO.	DEDUCTIBLE	FOR EACH		\$
3	Specified Causes Of Loss	SUBJECT TO \$ SUCH LOSS IN A N	MAXIMUM DEDU IY ONE EVENT.	JCTIBLE FOR ALL		
	Comprehensive	AUTO FOR LOSS (VANDALISM SUB	DEDUCTIBLE I CAUSED BY THEFT OF JECT TO \$ MAX INS IN ANY ONE EVEN DEDUCTIBLE FO	R MISCHIEF OR IMUM DEDUCTIBLE IT; OR		\$

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:

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Andrew v CSC CF000029 R.App. 000739 Policy Number CCP502869

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 A	oplicable to th	is 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 0	3 09 07		CALCULATION OF PREMIUM
I 00 11	7 11 98		SOMMON 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 TL0110(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!

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Pacific Inspections, Inc.

Inspection Details - Policy CCP502869

day July, 3, 2008 TE GUERRERO DWIDE FACILITIES, INC 36.4500 STREAK AUTO DETAILING E POST ROAD SUITE B EGAS, NV 89120 VASOUEZ (700) 286 8450	Request #: Policy Number: Type of Business: Acct: DBA:	CCP502869 AUTO (DEALERSHIP, REPAIR, PARTS, ETC) 591
DWIDE FACILITIES, INC 36.4500 STREAK AUTO DETAILING E POST ROAD SUITE B EGAS, NV 89120	Type of Business: Acct:	AUTO (DEALERSHIP, REPAIR, PARTS, ETC) 591
36.4500 STREAK AUTO DETAILING E POST ROAD SUITE B EGAS, NV 89120	Acct:	591
STREAK AUTO DETAILING E POST ROAD SUITE B EGAS, NV 89120		
E POST ROAD SUITE B EGAS, NV 89120	DBA:	N/A
EGAS, NV 89120		
VACOUET (703) 386 84E0		
VASQUEZ (702). 286-8450	Contact Phone Number:	MAV7778@YAHOO.COM
	Email Address:	7/17/08
PROPERTY [] MERCANTILE FIRE [] HOMEOWNERS [] FULL DWELLING [] DWG. SHORT FORM [] BRUSH	LIABILITY [] M&C [] OLT [] WORKER'S COMP [] PRODUCTS [X] GARAGE [] BUSINESS BURG.	MISC. [] COMM. AUTO [] PHONE M&C [] FLEET [] PER. AUTO [] EQUIP. FLOATER [] LIQUOR LIAB. [] EARTHQUAKE
		[X] PHOTO DESIRED [] REINSPECTION

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 Inteviewed:	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 de interiors as well as degreases engines at		vashes, waxes, cleans automobile carpets a

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 Cerfticates 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 Manufactoring or Products Exposure?	No		

COMPLETED OPERATIONS

PAST ANNUAL FIGURES	CURRENT ANNUAL FIGURES
FOR THE YEAR OF: 2007	FOR THE YEAR OF: 2008
Gross Receipts: 60,000	Gross Receipts: 100,000
Clerical Payroll: 1,600 a month	Clerical Payroll: 1,600
Clerical Number of Employees: 1	Clerical Number of Employees: 1
Field Supervisor Payroll.	Field Supervisor Payroll:
Field Supervisor Number of Employees:	Field Supervisor Number of Employees
Field Employees Payroll: 1,400	Field Employees Payroll: 1,400
Field Employees Number of 1 Employees:	Field Employees Number of 1 Employees
Service Employees Payroll:	Service Employees Payroll:
Service Employees Number of Employees:	Service Employees Number of Employees
Number of Active Owners:	Number of Active Owners:
Owner Payroll at \$33,600 per:	Owner Payroll at \$33,600 per:
OCP (Sub-contrctor) Costs:	OCP (Sub-contrctor) 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

Describe All Job-Site Operations in Narrative.

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 No Job-Site Overnight? If Yes, Describe Protection: n/a

LOSS CONTROL

Certificates of Insurance N/A	Certificates Also Obtained N/A
Obtained From Vendors?	From All Contractors:
Insured Named as Additional N/A Insured on all INS. Cert:	

SPECIAL INSTRUCTIONS

Describe exact operations, any past losses and measures taken to prevent reoccurence. 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 Inteviewed:	Mike Vasquez, Öwner
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 #: Broker:	Retailer: The Harnis Ag	<u>end</u>
Location:	Phone #:	
Applicant Name Rlue St	reak Anh Detailing	
Mailing Address $3675 E$	Post Rol Str B Las Vigas A	N 89120
Proposed Policy Period	08 1/1/09	
Location #1 Same as ma	Jung	
ocation #2	5	
]Individual	nt Venture Corporation Other	
nsured's Website Address		-
nspection and Audit Contact / Phone Number	Mike Visquez / (702) 286- Years of experience in this field 4	3150
	NATURE OF BUSINESS	
Auto Au	ned Autos Held for Sale Owned Autos Held f	or Sale
NON-DEALER: Repair Shop Ga	s Station Parking Facility Nother Detrail	-r/leboh
UND DO YOU:	ERWRITING INFORMATION YES NO	VEC NO
		YES NO
1. Engage in any other operations?		
2. Sponsor sporting or social events?		L X
3. Sponsor or own any race cars?	8. Engage in auto pawning?	
4. Work on aircraft or airport premises?	9. Allow customers in the work area?	
Structurally alter or convert vehicles from their original design?	10. Own or operate a car crusher or stack salvaged autos more than two high?	ΟX
EXPLAIN ALL "YES" RESPONSES:		
*		

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	Sales	Repair
Private Passenger Type Including Light & Medium Trucks - New	%	%
Private Passenger Type Including Light & Medium Trucks - Used	%	%
Antique/Classic Cars	%	%
Boats - Other Than Jet Skis	%	%
Jet Skis	%	%
Buses	%	%
Contractors Equipment **include complete list of equipment**	%	%
Farm Equipment	%	%
Emergency or Public Livery	%	%
Heavy Truck (over 26,000 GVW) **supplement required**	%	%
Kit Cars or Other Auto Manufacturing	%	%
Motorcycles, ATVs, Scooters, Snowmobiles **supplement required**	%	%
Mobile Homes	%	%
Recreational Vehicles and Campers **supplement required**	%	%
Semi Trailers	%	%
Trailers - Other than Semi Trailers	%	%
TOTAL	100	%

NON	-DEALERS	OPERATIONS	
Alarm, Stereo or Navigational System	%	Gasoline Station - Self Service	%
Auto Dismantling	%	Impound Yards	1
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) Receipts:	%	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 Receipts:	%	Valet Parking **supplement required**	%
Detailing / Wash	100%	Van Conversion	%
Driveaway Contractor or Wrecker Service	%	Window Tinting	%
Frame or Unibody Straightening	%	Windshield Installation/Repair	%
Gasoline Station - Full Service	%	Other:	%

	EHICLE STORAGE & VALUES 1011
Owned Autos	' Ndn-Owned Autos
How are vehicles stored? Standard Lot* Non-Standard Lot* Unprote	Building Bected Lot How are vehicles stored? Standard Lot* Non-Standard Lot* Unprotected Lot
Maximum value any one Auto? Maximum number of Autos?	Maximum value any one Auto? Maximum number of Autos?

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		ETE THE FOLLOWING II , DRIVERS AND HOUSE			
Name and Driver's License # & State	Date of Birth	Violations & Accidents Prior Three Years	Status	Hours Worked	Auto Use
Michael Vasquez David Sheffield			3	AN P	
		-			
					_
					-
	(*****)				-
STATUS: 1. Active Owner, 1 2. Inactive Owner 3. Salesperson 4. Lot Person 5. Mechanic		Officer 8. Children 9. Spouse 1 10. Children	of Owner, Par of any other pe	ther or Officer ther or Officer erson furnished a erson furnished a	

6. Clerical

12. Other

HOURS WORKED:

F = Full Time (Over 20 hours per week)

P = Part Time (20 or less hours per week)

N = Non-Employee

AUTO USE:

A = Furnished a covered auto for personal use

B = Uses a covered auto strictly for business use

C = Does not drive a covered auto

Current Carrier Prior Carrier Prior Carrier		Policy Period Policy Period Policy Period	Policy Premlum Policy Premlum Policy Premlum
If there is no Date of loss	prior insurance, check t Amount paid/reserve	A	ption of loss including driver

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