

**IN THE SUPREME COURT OF THE
STATE OF NEVADA**

HOME WARRANTY
ADMINISTRATOR OF NEVADA,
INC. dba CHOICE HOME
WARRANTY, a Nevada corporation,

Appellant,

vs.

STATE OF NEVADA, DEPARTMENT
OF BUSINESS AND INDUSTRY-
DIVISION OF INSURANCE, a Nevada
administrative agency,

Respondent.

Supreme Court No. 80218

First Judicial District Court
Case No. 17 OC 00218
Electronically Filed
May 12 2020 04:38 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Appeal from First Judicial District Court, State of Nevada, County of Clark
The Honorable James. T. Russell, District Judge

**APPELLANT'S APPENDIX
VOLUME II OF XIV
(AA000189 – AA000275)**

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Division's Opposition to Motion for Stay of Final Administrative Decision Pursuant to NRS 233B.140 (Case No. 17 OC 00269 1B)	01/30/18	VIII	AA001490 – AA001503
Division's Opposition to Petitioner's Motion for Stay (Case No. 17 OC 00269 1B)	12/19/19	XIV	AA002732 – AA002741
Division's Opposition to Respondent's Motion to Strike Portions of the Division's Post-hearing Brief (Cause No. 17.0050)	11/14/17	VII	AA001333 – AA001338
Division's Post-hearing Brief Pursuant to Order (Cause No. 17.0050)	10/30/17	VII	AA001299 – AA001307
Division's Pre-hearing Statement (Cause No. 17.0050)	09/06/17	I	AA000178 – AA000188
Findings of Fact, Conclusions of Law, Order of Hearing Officer, and Final Order of the Commissioner (Cause No. 17.0050)	12/18/17	VIII	AA001379 – AA001409
Hearing Date Memo (Case No. 17 OC 00269 1B)	06/06/18	IX	AA001707
Hearing Date Memo (Case No. 17 OC 00269 1B)	08/28/19	XII	AA002292 – AA002294
Hearing Exhibit List by HWAN (Cause No. 17.0050) (<i>Exhibits D, F-H, J-K, M-N, W-X, and HH excluded from appendix as irrelevant to this appeal</i>)	09/06/17	III	AA000276 – AA000499
HWAN's Brief regarding Exhibits KK, LL, and MM (Cause No. 17.0050)	11/13/18	IX	AA001739 – AA001745
HWAN's Closing Argument (Cause No. 17.0050)	11/22/17	VIII	AA001359 – AA001378
HWAN's Notice of Filing Supplemental Hearing Exhibit SS (Cause No. 17.0050)	09/21/17	VII	AA001271 – AA001295
HWAN's Notice of Intent to File Supplemental Hearing Exhibits and Amended Hearing Exhibit List (Cause No. 17.0050)	09/11/17	IV	AA000522 – AA000582
HWAN's Post-hearing Brief on Hearing Officer's Inquiry (Cause No. 17.0050)	10/30/17	VII	AA001308 – AA001325
HWAN's Pre-hearing Statement (Cause No. 17.0050)	09/08/17	IV	AA000500 – AA000513

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
HWAN's Reply to Division's Opposition to its Brief regarding Exhibits KK, LL and MM (Cause No. 17.0050)	11/21/18	IX	AA001754 – AA001758
Joint Application to Conduct Deposition to Preserve Hearing Testimony (Cause No. 17.0050)	08/21/17	I	AA000165 – AA000168
Joint Motion for Clarification and/or Reconsideration of the May 8, 2019 Order Denying Request for Submission (Case No. 17 OC 00269 1B)	05/30/19	XI	AA002170 – AA002173
Joint Request for Pre-hearing Conference (Cause No. 17.0050)	08/16/17	I	AA000149 – AA000152
Joint Request to Continue Hearing (Cause No. 17.0050)	06/20/17	I	AA000042 – AA000044
Legislative History Statement Regarding NRS 690C.325(1) and NRS 690C.330 (Case No. 17 OC 00269 1B)	11/06/19	XII	AA002295 – AA002358
Limited Opposition to Motion for Pre-hearing Deposition Subpoenas or, in the alternative, Application for Hearing Subpoenas and Application for Subpoena Duces Tecum (Cause No. 17.0050)	07/21/17	I	AA000074 – AA000076
List of Hearing Witnesses by HWAN (Cause No. 17.0050)	09/08/17	IV	AA000514 – AA000517
Motion for Leave of Court Pursuant to FJDCR 15(10) and DCR 13(7) for Limited Reconsideration of Findings Pertaining to HWAN's Petition for Judicial Review (Case No. 17 OC 00269 1B)	11/15/19	XIII	AA002456 – AA002494
Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	02/22/19	X	AA001802 – AA001961
Motion for Leave to Present Additional Evidence (Case No. 17 OC 00269 1B)	04/19/18	IX	AA001663 – AA001680
Motion for Order Shortening Time for Briefing and Decision of Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/06/19	XIII	AA002574 – AA002582

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Motion for Pre-hearing Deposition Subpoenas or, in the alternative, Application for Hearing Subpoenas and Application for Subpoena Duces Tecum (Cause No. 17.0050)	07/14/17	I	AA000054 – AA000064
Motion for Stay of Final Administrative Decision Pursuant to NRS 233B.140 (Case No. 17 OC 00269 1B)	01/16/18	VIII	AA001471 – AA001486
Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/06/19	XIV	AA002583 – AA002639
Motion to Strike Portions of the Division's Post-hearing Brief (Cause No. 17.0050)	11/13/17	VII	AA001326 – AA001332
Notice of Amendment to Record on Appeal (Case No. 17 OC 00269 1B)	02/01/19	X	AA001788 – AA001801
Notice of Amendment to Record on Appeal (Case No. 17 OC 00269 1B)	05/28/19	XI	AA002139 – AA002169
Notice of Appeal (Case No. 17 OC 00269 1B)	12/06/19	XIV	AA002646 – AA002693
Notice of Entry of Order Affirming in Part, and Modifying in Part, Findings of Fact, Conclusions of Law, Order of the Hearing Officer, and Final Order of the Commissioner in Cause No 17.0050 in the Matter of Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty (Case No. 17 OC 00269 1B)	11/27/19	XIII	AA002522 – AA002530
Notice of Entry of Order Denying Motion for Stay (Case No. 17 OC 00269 1B)	02/16/18	VIII	AA001552 – AA001559
Notice of Entry of Order Denying Petitioner's Motion for Leave of Court for Limited Reconsideration of Court's Findings on HWAN's Petition for Judicial Review (Case No. 17 OC 00269 1B)	12/11/19	XIV	AA002717 – AA002723
Notice of Entry of Order Denying Petitioner's Motion for Order Shortening Time for Briefing and Decision on Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/18/19	XIV	AA002726 – AA002731

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Notice of Entry of Order Denying Petitioner's Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	01/07/20	XIV	AA002765 – AA002775
Notice of Entry of Order Denying Request for Submission (Case No. 17 OC 00269 1B)	05/21/19	XI	AA002014 – AA002018
Notice of Entry of Order for Stipulation regarding (1) Withdrawing Notice of Non-Opposition and Request for Submission of Motion for Leave to File Supplemental Memo of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal; and (2) Extending the Time for Opposition to and Reply in Support of Motion for Leave to File Supplemental Memo of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	04/01/19	X	AA001977 – AA001982
Notice of Entry of Order Granting Petitioner's Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	05/21/19	XI	AA002019 – AA002023
Notice of Entry of Order Granting Petitioner's Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	07/10/19	XI	AA002190 – AA002194
Notice of Entry of Order on Joint Motion for Clarification and/or Reconsideration of the May 8, 2019 Order Denying Request for Submission (Case No. 17 OC 00269 1B)	06/06/19	XI	AA002180 – AA002185
Notice of Filing Hearing Officer's Administrative Order (Case No. 17 OC 00269 1B)	01/28/19	X	AA001774 – AA001787
Notice of No Opposition to Request to Continue Hearing (Cause No. 17.0050)	07/24/17	I	AA000077 – AA000078

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Notice of Non-Opposition to Petitioner's Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal and Notice of Submission of Proposed Order (Case No. 17 OC 00269 1B)	03/12/19	X	AA001962 – AA001968
Notice of Non-Opposition to Respondent's Request for Extension of Time to Comply with Subpoena Duces Tecum (Cause No. 17.0050)	06/01/17	I	AA000030 – AA000031
Notice of Non-Opposition to Respondent's Second Request for Extension of Time to Comply with Subpoena Duces Tecum (Cause No. 17.0050)	06/16/17	I	AA000040 – AA000041
Notice of Submission of Competing Proposed Order (Case No. 17 OC 00269 1B)	11/22/19	XIII	AA002495 – AA002516
Notice to Set (Case No. 17 OC 00269 1B)	08/15/19	XII	AA002289 – AA002291
Opposition to Motion for Leave to Present Additional Evidence (Case No. 17 OC 00269 1B)	05/04/18	IX	AA001681 – AA001687
Opposition to Petitioner's Motion for Order Shortening Time for Briefing and Decision on Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/09/19	XIV	AA002694 – AA002698
Order Affirming in Part, and Modifying in Part, Findings of Fact, Conclusions of Law, Order of the Hearing Officer, and Final Order of the Commissioner in Cause No 17.0050 in the Matter of Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty (Case No. 17 OC 00269 1B)	11/25/19	XIII	AA002517 – AA002521
Order Denying Petitioner's Motion for Leave of Court for Limited Reconsideration of Court's Findings on HWAN's Petition for Judicial Review (Case No. 17 OC 00269 1B)	12/09/19	XIV	AA002699 – AA002702
Order Denying Petitioner's Motion for Order Shortening Time for Briefing and Decision on Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/12/19	XIV	AA002724 – AA002725

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Order Denying Petitioner's Motion for Stay Pending Appeal (Case No. 17 OC 00269 1B)	12/31/19	XIV	AA002759 – AA002764
Order Denying Request for Submission (Case No. 17 OC 00269 1B)	05/08/19	XI	AA002012 – AA002013
Order for Briefing Schedule (Case No. 17 OC 00269 1B)	12/26/17	VIII	AA001460 – AA001462
Order Granting Petitioner's Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	03/13/19	X	AA001972 – AA001973
Order Granting Petitioner's Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	06/18/19	XI	AA002186 – AA002189
Order Granting Petitioner's Motion for Leave to Present Additional Evidence (Case No. 17 OC 00269 1B)	09/06/18	IX	AA001732 – AA001735
Order on Joint Application to Conduct Deposition (Cause No. 17.0050)	08/17/17	I	AA000159 – AA000164
Order on Joint Motion for Clarification and/or Reconsideration of the May 8, 2019 Order Denying Request for Submission (Case No. 17 OC 00269 1B)	06/05/19	XI	AA002177 – AA002179
Order on Motion Requesting Extension of Time and Order on Joint Request for Continuance (Cause No. 17.0050)	06/22/17	I	AA000045 – AA000047
Order on Motions (Cause No. 17.0050)	07/27/17	I	AA000084 – AA000091
Order on Petition to Enlarge Time to Respond to Subpoena Duces Tecum (Cause No. 17.0050)	06/05/17	I	AA000032 – AA000035
Order on Remand (Cause No. 17.0050)	01/22/19	IX	AA001759 – AA001767
Order regarding Exhibits KK, LL & MM (Cause No. 17.0050)	10/31/18	IX	AA001736 – AA001738
Order regarding Motion to Strike and Written Closing Arguments (Cause No. 17.0050)	11/14/17	VII	AA001339 – AA001340

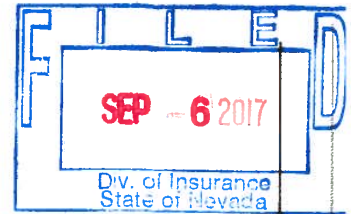
EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Order regarding Post-hearing Briefs and Written Closing Arguments (Cause No. 17.0050)	10/13/17	VII	AA001296 – AA001298
Order Setting Pre-hearing Conference (Cause No. 17.0050)	08/17/17	I	AA000153 – AA000158
Order to Set for Hearing (Case No. 17 OC 00269 1B)	05/16/18	IX	AA001705 – AA001706
Order to Show Cause (Cause No. 17.0050)	05/11/17	I	AA000015 – AA000018
Petition for Judicial Review (Case No. 17 OC 00269 1B)	12/22/17	VIII	AA001412 – AA001458
Petition to Enlarge Time to Respond to Subpoena Duces Tecum, with cover letter (Cause No. 17.0050)	06/01/17	I	AA000023 – AA000029
Petitioner's Opening Brief in Support of Petition for Judicial Review (Case No. 17 OC 00269 1B)	02/16/18	IX	AA001560 – AA001599
Petitioner's Reply in Support of its Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 (Case No. 17 OC 00269 1B)	08/15/19	XII	AA002210 – AA002285
Petitioner's Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 (Case No. 17 OC 00269 1B)	05/28/19	XI	AA002024 – AA002138
Pre-hearing Order (Cause No. 17.0050)	06/22/17	I	AA000048 – AA000053
Proposed Hearing Exhibits and Witness List by Division (Cause No. 17.0050) (<i>Exhibits 1, 3, 6, 8-11, 13-20, 24-29, and 38-40 excluded from appendix as irrelevant to this appeal</i>)	09/06/17	II	AA000189 – AA000275
Reply Brief in Support of Petition for Judicial Review (Case No. 17 OC 00269 1B)	04/11/18	IX	AA001644 – AA001662
Reply in Support of Motion for Leave of Court Pursuant to FJDCR 15(10) and DCR 13(7) for Limited Reconsideration of Findings Pertaining to HWAN's Petition for Judicial Review (Case No. 17 OC 00269 1B)	12/04/19	XIII	AA002542 – AA002570

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Reply in Support of Motion for Order Shortening Time for Briefing and Decision of Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/10/19	XIV	AA002706 – AA002716
Reply in Support of Motion for Stay of Final Administrative Decision Pursuant to NRS 233B.140 (Case No. 17 OC 00269 1B)	02/08/18	VIII	AA001538 – AA001548
Reply in Support of Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/26/19	XIV	AA002742 – AA002755
Reply in Support of Petitioner’s Motion for Leave to Present Additional Evidence (Case No. 17 OC 00269 1B)	05/14/18	IX	AA001688 – AA001701
Reply Memorandum of Points and Authorities in Support of Petitioner’s Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	04/15/19	XI	AA002004 – AA002008
Request for Hearing on Petition for Judicial Review Pursuant to NRS 233B.133(4) (Case No. 17 OC 00269 1B)	08/15/19	XII	AA002286 – AA002288
Request for Submission of Joint Motion for Clarification and/or Reconsideration of the May 8, 2019 Order Denying Request for Submission (Case No. 17 OC 00269 1B)	05/31/19	XI	AA002174 – AA002176
Request for Submission of Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	05/06/19	XI	AA002009 – AA002011
Request for Submission of Motion for Leave of Court Pursuant to FJDCR 15(10) and DCR 13(7) for Limited Reconsideration of Findings Pertaining to HWAN’s Petition for Judicial Review (Case No. 17 OC 00269 1B)	12/04/19	XIII	AA002571 – AA002573
Request for Submission of Motion for Leave to File Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 (Case No. 17 OC 00269 1B)	03/12/19	X	AA001969 – AA001971

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Request for Submission of Motion for Order Shortening Time for Briefing and Decision on Motion for Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/10/19	XIV	AA002703 – AA002705
Request for Submission of Motion for Stay of Final Administrative Decision Pursuant to NRS 233B.140 (Case No. 17 OC 00269 1B)	02/08/18	VIII	AA001549 – AA001551
Request for Submission of Motion to Stay Pending Appeal Pursuant to NRCP 62(D) (Case No. 17 OC 00269 1B)	12/26/19	XIV	AA002756 – AA002758
Request for Submission of Petitioner’s Motion for Leave to Present Additional Evidence and Petitioner’s Request for Hearing on its Motion for Leave to Present Additional Evidence (Case No. 17 OC 00269 1B)	05/14/18	IX	AA001702 – AA001704
Request to Continue Hearing (Cause No. 17.0050)	07/20/17	I	AA000072 – AA000073
Respondent’s Answering Brief (Case No. 17 OC 00269 1B)	03/19/18	IX	AA001602 – AA001641
Respondent’s Opposition to Petitioner’s Motion for Leave of Court for Limited Reconsideration of Court’s Findings on HWAN’s Petition for Judicial Review (Case No. 17 OC 00269 1B)	11/27/19	XIII	AA002531 – AA002541
Respondent’s Statement of Legislative History of NRS 690C.325 (Case No. 17 OC 00269 1B)	11/06/19	XII	AA002359 – AA002383
Respondents’ Response to Petitioner’s Supplemental Memorandum of Points and Authorities Pursuant to NRS 233B.133 (Case No. 17 OC 00269 1B)	08/08/19	XII	AA002195 – AA002209
Second Application for Subpoena Duces Tecum (Cause No. 17.0050)	07/19/17	I	AA000065 – AA000071
Second Request for Extension of Time to Comply with Subpoena Duces Tecum (Cause No. 17.0050)	06/14/17	I	AA000036 – AA000039
Statement of Intent to Participate (Case No. 17 OC 00269 1B)	01/19/18	VIII	AA001487 – AA001489

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Stipulation and Order (1) Withdrawing Notice of Non-Opposition and Request for Submission of Motion for Leave to File Supplemental Memo of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal; and (2) Extending the Time for Opposition to and Reply in Support of Motion for Leave to File Supplemental Memo of Points and Authorities Pursuant to NRS 233B.133 and Amend the Record on Appeal (Case No. 17 OC 00269 1B)	03/25/19	X	AA001974 – AA001976
Stipulation and Order for Interpleading of Fines Pending Final Decision (Case No. 17 OC 00269 1B)	03/15/18	IX	AA001600 – AA001601
Subpoena Duces Tecum to HWAN (Cause No. 17.0050)	05/11/17	I	AA000019 – AA000022
Subpoena Duces Tecum to HWAN (Cause No. 17.0050)	07/26/17	I	AA000079 – AA000083
Subpoena Duces Tecum to the Commissioner of the State of Nevada Division of Insurance (the “Division”) (Cause No. 17.0050)	08/09/17	I	AA000104 – AA000108
Subpoena for Appearance at Hearing to Dolores Bennett (Cause No. 17.0050)	08/04/17	I	AA000092 – AA000095
Subpoena for Appearance at Hearing to Sanja Samardzija (Cause No. 17.0050)	08/04/17	I	AA000096 – AA000099
Subpoena for Appearance at Hearing to Vincent Capitini (Cause No. 17.0050)	08/04/17	I	AA000100 – AA000103
Subpoena for Appearance at Hearing to Chloe Stewart (Cause No. 17.0050)	08/09/17	I	AA000109 – AA000112
Subpoena for Appearance at Hearing to Derrick Dennis (Cause No. 17.0050)	08/09/17	I	AA000113 – AA000116
Subpoena for Appearance at Hearing to Linda Stratton (Cause No. 17.0050)	08/09/17	I	AA000121 – AA000124
Subpoena for Appearance at Hearing to Vicki Folster (Cause No. 17.0050)	08/09/17	I	AA000133 – AA000136
Subpoena for Appearance at Hearing to Kim Kuhlman (Cause No. 17.0050)	08/09/17	I	AA000137 – AA000140
Subpoena for Appearance at Hearing to Mary Strong (Cause No. 17.0050)	08/09/17	I	AA000145 – AA000148

EXHIBIT DESCRIPTION	DATE	VOL.	PAGE NOS.
Subpoena for Appearance at Hearing to Geoffrey Hunt (Cause No. 17.0050)	08/09/17	I	AA000117 – AA000120
Subpoena for Appearance at Hearing to Martin Reis (Cause No. 17.0050)	08/09/17	I	AA000141 – AA000144
Subpoena for Appearance at Hearing to the State of Nevada, Division of Insurance Person Most Knowledgeable as to the Creation of the Division's Annual Renewal Application Forms (Cause No. 17.0050)	08/09/17	I	AA000125 – AA000128
Subpoena for Appearance at Hearing to the State of Nevada, Division of Insurance Person Most Knowledgeable as to the Date of the Division's Knowledge of the Violations Set Forth in the Division's Complaint on File in this Cause (Cause No. 17.0050)	08/09/17	I	AA000129 – AA000132
Substitution of Attorney (Case No. 17 OC 00269 1B)	01/25/19	IX	AA001771 – AA001773
Substitution of Attorney (Cause No. 17.0050)	01/24/19	IX	AA001768 – AA001770
Supplement to Division's Opposition to Motion for Stay of Final Administrative Decision Pursuant to NRS 233B.140 (Case No. 17 OC 00269 1B)	01/31/18	VIII	AA001504 – AA001537
Transcript of Hearing Proceedings on September 12, 2017 (Cause No. 17.0050)	09/12/17	IV-V	AA000583 – AA000853
Transcript of Hearing Proceedings on September 13, 2017 (Cause No. 17.0050)	09/13/17	V-VI	AA000854 – AA001150
Transcript of Hearing Proceedings on September 14, 2017 (Cause No. 17.0050)	09/14/17	VII	AA001151 – AA001270
Transcript of Hearing Proceedings on August 6, 2018 (Case No. 17 OC 00269 1B)	08/06/18	IX	AA001708 – AA001731
Transcript of Hearing Proceedings on November 7, 2019 (Case No. 17 OC 00269 1B)	11/07/19	XIII	AA002384 – AA002455
Updated Hearing Exhibits and Updated Witness List by Division (Cause No. 17.0050) <i>(Exhibits 41-42 excluded from appendix as irrelevant to this appeal)</i>	09/08/17	IV	AA000518 – AA000521



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

IN THE MATTER OF) CAUSE NO. 17.0050
)
HOME WARRANTY ADMINISTRATOR) PROPOSED HEARING EXHIBITS
OF NEVADA, INC. dba CHOICE HOME) AND WITNESS LIST
WARRANTY)
)
Respondent.)

This matter comes before the Hearing Officer on an Order to Show Cause issued by the Commissioner of insurance on May 11, 2017. The Nevada Division of Insurance ("Division"), by and through its counsel, Deputy Attorney General Richard Yien, hereby submits these Proposed Hearing Exhibits per the Hearing Officer's Order dated July 27, 2017.

PROPOSED HEARING EXHIBITS


Exhibit Number	Exhibit Description
1	California Regulatory Action
2	2011-2012 Service Contractor Provider Renewal Application
3	Oklahoma Regulatory Actions
4	2012-2013 Service Contractor Provider Renewal Application
5	2013-2014 Service Contractor Provider Renewal Application
6	New Jersey Attorney General Settlement Press Release and Settlement
7	2014-2015 Service Contractor Provider Renewal Application
8	State of Washington Regulatory Action
9	Better Business Bureau Report
10	Civil Action in New Jersey
11	Nevada Complaints #1 and #2
12	2015-2016 Service Contract Provider Renewal Application
13	New Jersey Attorney General Press Release and Complaint
14	Ripoff Report filed by Nevada Consumer on October 31, 2016
15	Ripoff Report filed by Nevada Consumer on July 7, 2016
16	Ripoff Report filed by Nevada Consumer on April 20, 2016

1	17	Ripoff Report filed by Nevada Vendor on January 14-17, 2016
2	18	Ripoff Report review by Nevada Consumer on October 12, 2016
3	19	"Warranty Company notorious for denying claims" Click2Houston News Report
4	20	"Home Warranty Company Accused of Not Paying Up" NBC Chicago 5 News Report
5	21	2016-2017 Service Contract Provider Renewal Application
6	22	CHW Initial Application
7	23	CHW Certificate of Registration
8	24	Nevada Complaint #3
9	25	Nevada Service Provider Complaint
10	26	CHW Internet Advertisement
11	27	CHW Email Advertisements
12	28	DOI compiled list of complaints as of March 8, 2017
13	29	South Carolina Civil Action
14	30	Clark County Clerk's Office Business Record
15	31	Washoe County Clerk's Office Business Record
16	32	Carson City Business License Application
17	33	DOI Request to Examine Reserve Account
18	34	Reserve Account Information Provided by CHW
19	35	CHW Contract Approved by DOI
20	36	DOI Bulletin 17-002
21	37	CHW Nevada Consumer Contract
22	38	Nevada Complaint #4
23	39	Fox 4 Problem Solvers: Overland Park man wants to warn others about home warranty
24	40	Action 9 investigates home warranties

WITNESS LIST

The Division may call the following witnesses at hearing: Rajat Jain, Mary Strong, Timothy Ghan, Patti Flasch, Felecia Casci, Kim Kuhlman, Derick Dennis, and Linda Stratton.

DATED this 6th day of September, 2017.


 RICHARD PAILI YIEN
 Deputy Attorney General
 100 N. Carson Street
 Carson City, Nevada 89701
 (775) 684-1129
Attorney for the Division of Insurance

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I have this date served the **PROPOSED HEARING EXHIBITS**
3 **and WITNESS LIST**, in **CAUSE NO. 17.0050**, via electronic mail¹, to the following:

4 Kirk B. Lenhard, Esq.
5 Brownstein Hyatt Farber Schreck, LLP
6 100 North City Parkway, Suite 1600
7 Las Vegas, NV 89106
8 E-MAIL: klenhard@bhfs.com

9 Travis F. Chance, Esq.
10 Brownstein Hyatt Farber Schreck, LLP
11 100 North City Parkway, Suite 1600
12 Las Vegas, NV 89106
13 E-MAIL: tchance@bhfs.com

14 Lori Grifa, Esq.
15 Archer & Greiner, P.C.
16 Court Plaza South, West Wing
17 21 Main Street, Suite 353
18 Hackensack, NJ 07601
19 E-MAIL: lgrifa@archerlaw.com

20 and the originals of the foregoing were hand-delivered to:

21 Alexia M. Emmermann, Esq.
22 Hearing Officer
23 Department of Business and Industry
24 Division of Insurance
25 1818 East College Parkway, Suite 103
26 Carson City, NV 89706

27 and copies of the foregoing were sent via electronic mail to:

28 Richard Yien, Deputy Attorney General
Nevada Attorney General's Office
E-MAIL: ryien@ag.nv.gov

DATED this 6th day of September, 2017.



Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

¹ After discussion with Paula Kay, the binders will remain in the Carson City office and will be hand-delivered to the Respondent's attorneys' on Friday, September 8, 2017. -1- 000207

EXHIBIT 2

000225

AA000192

EX 2 27573 1/3



Department of Business and Industry

Nevada Division of Insurance

1818 E. College Parkway, Ste 103, Carson City, Nevada 89706 Phone: (775) 687-0700 Fax: (775) 687-0787 Web: doi.nv.gov

Service Contract Provider Application - Renewal

Please make any corrections to the contact information below.

Provider Name: Home Warranty Administrator of Nevada, Inc.
Current Certificate Number: NV 113194
Initial Certificate Issued: 11/18/2010

Mailing Address:
90 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2118

Contact: Victor Mandalawi, President

Phone: (866) 681-3656 Ext.
Fax: (732) 579-5961
E-mail: vmandalawi@homewarrantyadministrators.com

11/3/2011 KR Sect: 4 10 - 38130C-3700 FY: 2012
Service Contract - Application/Renewal ✓ Total: \$1,000.00 ✓
Chk #: 1816 - HOME WARRANTY ADMINISTRATOR OF
Org ID: --HOME WARRANTY ADMINISTRATOR OF

The following questions must be answered before your renewal application can be processed.

1. Have there been any changes in the executive officers or in the officers responsible for service contract business since your last application?

Yes _____ No X

If yes, please attach a list and include the following information:

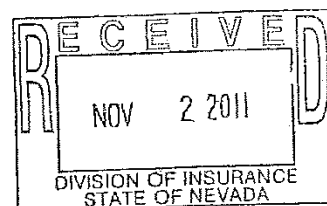
1. Name
2. Title
3. Date of Birth
4. Social Security Number
5. Address of Residence

2. Have you made any changes in the administrator or designated a new administrator since your last application?

Yes _____ No X

Current Administrator is listed as:
Self

List any changes to the current administrator or list the name, address and phone number of any new administrators designated. Attach additional sheets if necessary.



AA000193

Page 2 of 3

3. Since the last application, has applicant or any of the officers listed in question 1 ever
- (a) Been convicted of a felony or any misdemeanor of which an essential element is fraud? Yes ___ No X
- (b) Been insolvent or adjudged a bankrupt? Yes ___ No X
- (c) Been refused a license or registration (including a license or registration as a service contract provider) or had an existing one suspended or revoked by any state or governmental agency or authority? Yes ___ No X
- (d) Been fined by any state or governmental agency or authority in any matter regarding service contracts? Yes ___ No X
4. Other than traffic infractions, is there now pending against any of the applicant's officers or directors any criminal actions? Yes ___ No X

Note: If any part of Question 3 or 4 is answered "Yes," attach an explanation.

5. In the last application, you supplied the following information as proof of your compliance with one of the three options for financial responsibility:
- Option 2:**
\$25,000 cash deposit with Division (Received 9/14/10) and reserve account affidavit.

Has there been any change in that information/proof of financial responsibility?

Yes ___ Explain here and attach appropriate documentation for your choice as listed in the table below:

No X Attach appropriate documentation for your choice of financial responsibility as highlighted in the table below, to verify that it remains in place.

To be issued or maintain a certificate of registration, a provider must comply with one of the following:	
Option 1 Reference: NRS 690C.170(1)	Purchase a contractual liability insurance policy, which insures the obligations of each service contract the provider issues, sells or offers for sale. Each Year at Renewal: Submit documentation from the insurer verifying that the policy is still current and in full force.
Option 2 Reference: NRS 690C.170(2)	Maintain a reserve account and deposit with the Commissioner security such as a surety bond, securities eligible for deposit pursuant to NRS 682B.030, cash, an irrevocable letter of credit issued by a financial institution approved by the Commissioner, or in any other form prescribed by the Commissioner. Each Year At Renewal: For all securities other than cash, submit documentation verifying that the security continues in force.
Option 3 Reference: NRS 690C.170(3)	Maintain or be a subsidiary of a parent company that maintains a net worth or stockholders' equity of at least \$100,000,000 Each Year At Renewal: Submit a copy of the most current 10K or 20F that was filed with the Securities and Exchange Commission. If you are not required to file those reports with the SEC, provide a copy of the most recently audited financial statement.

000227

AA000194

Page 3 of 3

6. Please provide the following information regarding the service contracts you sell.

- A. List the service contract form names and form numbers that you sell in Nevada. Please note that these forms must have been previously filed and approved in Nevada before use. Attach additional sheets if necessary to list all the forms, but you do not need to attach copies of the forms.

HWA-NV-0711 ✓

- B. List the sales locations where you sell the service contracts. Attach additional sheets if necessary.

N/A

If you do not sell your contracts at specific locations, how do you contact the potential customer?

Internet & Telephone

- C. Number of service contracts sold to Nevada residents:

Calendar year: 2009 0

Calendar year: 2010 0

- D. Service contract revenue – Gross revenue received from Nevada residents:

Calendar year: 2009 \$ 0.00

Calendar year: 2010 \$ 0.00

- E. Claims paid – Claims paid on behalf of Nevada residents:

Calendar year: 2009 \$ 0.00

Calendar year: 2010 \$ 0.00

- F. Number of customer complaints by Nevada residents:

Calendar year: 2009 0

Calendar year: 2010 0

How are complaints handled?

The applicant certifies that the service contracts issued in this state meet the requirements set forth in NRS 690C and NAC 690C and, under penalty of perjury, (I) or (we) affirm that the statements made in the foregoing renewal application are true and hereby subscribe thereto

Dated October 31, 2011Telephone No: 866-681-3656

This renewal application must be verified and signed by one of the officers listed/named on a prior application or listed in Question 1 for service contract business

Home Warranty Administrator of Nevada, Inc.

Name of Corporation

By

Signature of Officer in full

Victor Mandalawi, President

Print Name and Title

000228

AA000195

EXHIBIT 4

000269

AA000196



Department of Business and Industry

Nevada Division of Insurance

1818 E. College Parkway, Ste 103, Carson City, Nevada 89706 Phone: (775) 687-0700 Fax: (775) 687-0787 Web: doi.nv.gov

EX 4

1/3

34171

Service Contract Provider Application - Renewal

Please make any corrections to your mailing address or contact information below.

Provider Name: Home Warranty Administrator of Nevada, Inc.
Current Certificate Number: NV 113194
Initial Certificate Issued: 11/18/2010

Mailing Address:
90 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2118

Contact: Victor Mandalawi, President
Phone: (866) 681-3656 Ext.
Fax: (732) 579-5961
E-mail: vmandalawi@homewarrantyadministrators.com



The following questions must be answered before your renewal application can be processed.

1. Have there been any changes in the executive officers or in the officers responsible for service contract business since your last application?

Yes ___ No X

If yes, please attach a list and include the following information:

1. Name
2. Title
3. Date of Birth
4. Social Security Number
5. Address of Residence

2. Have you made any changes in the administrator or designated a new administrator since your last application?

Yes ___ No X

Current Administrator is listed as:
Self

List any changes to the current administrator or list the name, address and phone number of any new administrators designated. Attach additional sheets if necessary.

000270

AA000197

3. Since the last application, has applicant or any of the officers listed in question 1 ever
- (a) Been convicted of a felony or any misdemeanor of which an essential element is fraud? Yes ____ No X
 - (b) Been insolvent or adjudged a bankrupt? Yes ____ No X
 - (c) Been refused a license or registration (including a license or registration as a service contract provider) or had an existing one suspended or revoked by any state or governmental agency or authority? Yes ____ No X
 - (d) Been fined by any state or governmental agency or authority in any matter regarding service contracts? Yes ____ No X
4. Other than traffic infractions, is there now pending against any of the applicant's officers or directors any criminal actions? Yes ____ No X

Note: If any part of Question 3 or 4 is answered "Yes," attach an explanation.

5. In the last application, you supplied the following information as proof of your compliance with one of the three options for financial responsibility:

Option 2: \$25,000 cash deposit with Division (Received 9/14/10) and reserve account affidavit.

Has there been any change in that information/proof of financial responsibility?

Yes ____ Explain here and attach appropriate documentation for your choice as listed in the table below:

No X Attach appropriate documentation for your choice of financial responsibility as highlighted in the table below, to verify that it remains in place.

Service Contract Providers who obtained a Certificate of Registration before October 1, 2011 must comply with one of the following:	
Option 1	Purchase a contractual liability insurance policy, which insures the obligations of each service contract the provider issues, sells or offers for sale. Each Year at Renewal: Submit documentation from the insurer verifying that the policy is still current and in full force.
<u>Option 2</u>	Maintain a reserve account and deposit with the Commissioner security such as a surety bond, securities eligible for deposit pursuant to NRS 682B.030, cash, an irrevocable letter of credit issued by a financial institution approved by the Commissioner, or in any other form prescribed by the Commissioner. Each Year At Renewal: For all securities other than cash, submit documentation verifying that the security continues in force.
Option 3	Maintain or be a subsidiary of a parent company that maintains a net worth or stockholders' equity of at least \$100,000,000. Each Year At Renewal: Submit a copy of the most current 10K or 20F that was filed with the Securities and Exchange Commission. If you are not required to file those reports with the SEC, provide a copy of the most recently audited financial statement.

Page 3 of 3

6. Please provide the following information regarding the service contracts you sell.

A. List the service contract form names and form numbers that you sell in Nevada. Please note that these forms must have been previously filed and approved in Nevada before use. Attach additional sheets if necessary to list all the forms, but you do not need to attach copies of the forms.

HWA-NV-0711

B. List the sales locations where you sell the service contracts. Attach additional sheets if necessary.

N/A

If you do not sell your contracts at specific locations, how do you contact the potential customer?

Internet & Telephone

C. Number of service contracts sold to Nevada residents:

Calendar year: 2010 0

Calendar year: 2011 1213

D. Service contract revenue – Gross revenue received from Nevada residents:

Calendar year: 2010 \$ 0, 00

Calendar year: 2011 \$ 482, 944, 48

E. Claims paid – Claims paid on behalf of Nevada residents:

Calendar year: 2010 \$ 0, 00

Calendar year: 2011 \$ 105, 978, 39

F. Number of customer complaints by Nevada residents:

Calendar year: 2010 0

Calendar year: 2011 2

How are complaints handled? When a complaint comes in we contact the customer and attempt to reach a resolution that is agreed upon by all parties.

~~If unable to reach agreement, coverage is applied as per the contract~~

The applicant certifies that the service contracts issued in this state meet the requirements set forth in NRS 690C and NAC 690C and, under penalty of perjury, (I) or (we) affirm that the statements made in the foregoing renewal application are true and hereby subscribe thereto.

Dated 10/19, 2012

Telephone No: 866-681-3656

This renewal application must be verified and signed by one of the officers listed/named on a prior application or listed in Question 1 for service contract business

Home Warranty Administrator of Nevada, Inc.

Name of Corporation

By

[Signature]

Signature of Officer in full

Victor Mandalawi, President

Print Name and Title

EXHIBIT 5

000273

AA000200



Department of Business and Industry

Nevada Division of Insurance

1618 E. College Parkway, Ste 103, Carson City, Nevada 89706 Phone: (775) 687-0700 Fax: (775) 687-0787 Web: dol.nv.gov

41180

Service Contract Provider Application - Renewal

Please make any corrections to your mailing address or contact information below.

Provider Name: Home Warranty Administrator of Nevada, Inc.
Current Certificate Number: NV 113154
Initial Certificate Issued: 11/18/2010

Mailing Address:
80 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2118

Contact: Victor Mandalawi, President
Phone: (866) 681-3656 Ext.
Fax: (762) 579-5961
E-mail: vmandalawi@homewarrantyadministrators.com

The following questions must be answered before your renewal application can be processed.

1. Have there been any changes in the executive officers or in the officers responsible for service contract business since your last application?

Yes ☐ No ☒

If yes, please attach a list and include the following information:

1. Name
2. Title
3. Date of Birth
4. Social Security Number
5. Address of Residence

2. Have you made any changes in the administrator or designated a new administrator since your last application?

Yes ☐ No ☒

Current Administrator is listed as:
Self

List any changes to the current administrator or list the name, address and phone number of any new administrators designated. Attach additional sheets if necessary.

EX 5

5. Since the last application, has applicant or any of the officers listed in question 1 ever
- (a) Been convicted of a felony or any misdemeanor of which an essential element is fraud? Yes ☐ No ☒
- (b) Been insolvent or adjudged a bankrupt? Yes ☐ No ☒
- (c) Been refused a license or registration (including a license or registration as a service contract provider) or had an existing one suspended or revoked by any state or governmental agency or authority? Yes ☐ No ☒
- (d) Been fined by any state or governmental agency or authority in any matter regarding service contracts? Yes ☐ No ☒
4. Other than traffic infractions, is there now pending against any of the applicant's officers or directors any criminal actions? Yes ☐ No ☒

Note: If any part of Question 3 or 4 is answered "Yes," attach an explanation.

5. In the last application, you supplied the following information as proof of your compliance with one of the three options for financial responsibility:
Option 2: \$25,000 cash deposit with Division (Receipted 9/14/10) and reserve account affidavit.

Has there been any change in that information/proof of financial responsibility?

Yes ☐ Explain here and attach appropriate documentation for your choice as listed in the table below.

No ☒ Attach appropriate documentation for your choice of financial responsibility as highlighted in the table below, to verify that it remains in place.

Service Contract Providers who obtained a Certificate of Registration before October 1, 2011 must comply with one of the following:	
Option 1	Purchase a contractual liability insurance policy, which insures the obligations of each service contract this provider issues, sells or offers for sale. Each Year at Renewal: Submit documentation from the insurer verifying that the policy is still current and in full force.
Option 2	Maintain a reserve account and deposit with the Commissioner security such as a surety bond, securities eligible for deposit pursuant to NRS 882B.030, cash, an irrevocable letter of credit issued by a financial institution approved by the Commissioner, or in any other form prescribed by the Commissioner. Each Year At Renewal: For all securities other than cash, submit documentation verifying that the security continues in force.
Option 3	Maintain or be a subsidiary of a parent company that maintains a net worth or stockholders' equity of at least \$100,000,000. Each Year At Renewal: Submit a copy of the most current 10K or 20F that was filed with the Securities and Exchange Commission. If you are not required to file those reports with the SEC, provide a copy of the most recent audited financial statement.

6. Please select the type of service contracts sold by your company (select all that apply):
 Computer/Electronic ☐ Vehicle/Road Assistance ☐ Home Appliance/Home Products ☒
 Miscellaneous/Other ☐ If Miscellaneous/Other, please explain: _____

7. Please provide the following information regarding the service contracts you sell.

- A. List the service contract form names and form numbers that you sell in Nevada. Please note that these forms must have been previously filed and approved in Nevada before use. Attach additional sheets if necessary to list all the forms, but you do not need to attach copies of the forms.

HWA-NV-0711

- B. List the sales locations where you sell the service contracts. Attach additional sheets if necessary.

N/A

If you do not sell your contracts at specific locations, how do you contact the potential customer?

Internet & Telephone

- C. Number of service contracts sold to Nevada residents:

Calendar year 2011 1205
 Calendar year 2012 1874

- D. Service contract revenue -- Gross revenue received from Nevada residents:

Calendar year 2011 \$ 482,944
 Calendar year 2012 \$ 739,354

- E. Claims paid -- Claims paid on behalf of Nevada residents:

Calendar year 2011 \$ 105,978
 Calendar year 2012 \$ 345,352

- F. Number of customer complaints by Nevada residents:

Calendar year 2011 6
 Calendar year 2012 9

How are complaints handled?

Consumers are contacted and each and every problem is resolved.

The applicant certifies that the service contracts issued in this state meet the requirements set forth in NRS 690C and NAC 690C and, under penalty of perjury, (I) or (we) affirm that the statements made in the foregoing renewal application are true and hereby subscribe thereto.

Dated November 18, 2013.

Telephone No: 866-681-3656

This renewal application must be verified and signed by one of the officers listed named on a prior application or listed in Question 1 for service contract business

Home Warranty Administrator of Nevada, Inc.

Name of Corporation

BY

Signature of Officer in full

Victor Mandalawi, Owner

Print Name and Title

EXHIBIT 7

000321

AA000204



Department of Business and Industry

Nevada Division of Insurance

1818 E. College Parkway, Ste. 103, Carson City, NV 89705 Phone: (775) 687-0700 Fax: (775) 687-0787 Web: doi.nv.gov

EX 7 483014

Service Contract Provider Application - Renewal

Please make any corrections to your mailing address or contact information below.

Provider Name: Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty
Current Certificate Number: 113194
Initial Certificate Issued: 11/18/2010

Mailing Address: 90 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2118

Contact: Victor Mandalawi, President
Phone: (866) 681-3656
Fax: (732) 579-5961
E-mail: vmandalawi@homewarrantyadministrators.com

The following questions must be answered before your renewal application can be processed.

1. List all aliases or names under which the company conducts business (Doing Business As). Provide supporting documentation.

NA

2. Have there been any changes in the executive officers or in the officers responsible for service contract business since your last application?

Yes ☐ No ☒

If yes, please attach a list and include the following information:

1. Name
2. Title
3. Date of Birth
4. Social Security Number
5. Address of Residence

3. Have you made any changes in the administrator or designated a new administrator since your last application?

Yes ☐ No ☒ Current Administrator is listed as:

List any changes to the current administrator or list the name, address and phone number of any new administrators designated. Attach additional sheets if necessary.

000322

AA000205

4. Since the last application, has applicant or any of the officers listed in question 1 ever
- (a) Been convicted of a felony or any misdemeanor of which an essential element is fraud? Yes ___ No X
- (b) Been insolvent or adjudged a bankrupt? Yes ___ No X
- (c) Been refused a license or registration (including a license or registration as a service contract provider) or had an existing one suspended or revoked by any state or governmental agency or authority? Yes ___ No X
- (d) Been fined by any state or governmental agency or authority in any matter regarding service contracts? Yes ___ No X
5. Other than traffic infractions, are there any pending criminal actions against any of the applicant's officers or directors? Yes ___ No X

Note: If any part of Question 3 or 4 is answered "Yes," attach an explanation.

6. In the last application, you supplied the following information as proof of your compliance with one of the three options for financial responsibility:
- Option 2: \$25,000 cash deposit with Division (Receipted 9/14/10), \$85,000 cash deposit with Division (Receipted 5/14/14) (\$110,000 total) and reserve account affidavit.**

Has there been any change in that information/proof of financial responsibility?

Yes ___ Explain here and attach appropriate documentation for your choice as listed in the table

below: _____

No X Attach appropriate documentation for your choice of financial responsibility as highlighted in the table below, to verify that it remains in place.

Financial Security Options: Service Contract Providers must comply with one of the following financial security options to maintain a Certificate of Registration:	
Option 1	Purchase a contractual liability insurance policy, which insures the obligations of each service contract the provider issues, sells or offers for sale. Each Year at Renewal: Submit documentation from the insurer verifying that the policy is still current and in full force.
Option 2	Maintain a reserve account that contains at all times an amount of money equal to at least 40% of the unearned gross consideration received from Nevada residents for unexpired service contracts and deposit with the Commissioner \$25,000 or 10% of the unearned gross consideration received from Nevada residents for unexpired service contracts, whichever is greater. The security deposited with the Commissioner may be a surety bond, or other securities eligible for deposit pursuant to NRS 682B.030, cash, an irrevocable letter of credit issued by a financial institution approved by the Commissioner, or in any other form prescribed by the Commissioner. Each Year At Renewal: Submit updated security deposit with the Commissioner to reflect 10% of unearned gross consideration as of December 31, 2013, or \$25,000, whichever is greater, with this renewal, or verify that the current security continues in force in the correct amount.
Option 3	Maintain or be a subsidiary of a parent company that maintains a net worth or stockholders' equity of at least \$100,000,000. Each Year At Renewal: Submit a copy of the most current 10K or 20F that was filed with the Securities and Exchange Commission. If you are not required to file those reports with the SEC, provide a copy of the most recently audited financial statement.

7. Please select the type of service contracts sold by your company (select all that apply):

Computer/Electronic ☐ Vehicle/Road Assistance ☐ Home Appliance/Home Products ☒

Miscellaneous/Other ☐ If Miscellaneous/Other, please explain: _____

8. Please provide the following information regarding the service contracts you sell.

- A. List the service contract form names and form numbers that you sell in Nevada. Please note that these forms must have been previously filed and approved in Nevada before use. Attach additional sheets if necessary to list all the forms, but you do not need to attach copies of the forms.

HWA-NV-0711 _____

- B. List the sales locations where you sell the service contracts. Attach additional sheets if necessary.

NA _____

If you do not sell your contracts at specific locations, how do you contact the potential customer?

Internet & Telephone _____

- C. Number of service contracts sold to Nevada residents:

Calendar year: 2012 1839

Calendar year: 2013 2193

- D. Gross Revenue received from Nevada residents:

Calendar year: 2012: \$ 1,039,293

Calendar year 2013: \$ 1,789,614

- E. If Using Financial Security Option 2, complete the following:

Unearned gross consideration* on all unexpired service contracts sold to Nevada residents:

As of December 31, 2012: \$ 688,800

As of March 31, 2013: \$ 753,134

As of June 30, 2013: \$ 857,405

As of September 30, 2013: \$ 1,038,608

As of December 31, 2013: \$ 1,094,207

As of March 31, 2014: \$ 1,250,689

As of June 30, 2014: \$ 1,527,066

As of September 30, 2014: \$ 1,625,855

*Unearned gross consideration on a service contract is the total consideration for the contract multiplied by the fraction of time left on the contract (e.g., \$1,000 one-year contract with 7 months remaining = $1,000 \times 7 / 12 = 583$)

- F. Claims paid – Claims paid on behalf of Nevada residents:

Calendar year: 2012 \$ 315,352

Calendar year: 2013 \$ 513,787

- G. Number of customer complaints by Nevada residents:

Calendar year: 2012 _____

Calendar year: 2013 _____

How are complaints handled? _____

Page 4 of 4

The applicant certifies that the service contracts issued in this state meet the requirements set forth in NRS 690C and NAC 690C and, under penalty of perjury, (I) or (we) affirm that the statements made in the foregoing renewal application are true and hereby subscribe thereto.

Dated November 12, 20 14Telephone No: 866-681-3656

This renewal application must be verified and signed by one of the officers listed/named on a prior application or listed in Question 1 for service contract business

Home Warranty Administrator of Nevada, Inc.

Name of Corporation

By 

Signature of Officer in full

Victor Mandalawi, President

Print Name and Title

000325

AA000208

EXHIBIT 12

000393

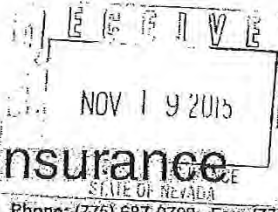
AA000209



Department of Business and Industry

Nevada Division of Insurance

1818 E. College Parkway, Ste. 103, Carson City, NV 89706 Phone: (775) 687-0700 Fax: (775) 687-0787 Web: doi.nv.gov



57335 1/4

EX12

Service Contract Provider Application - Renewal

Please make any corrections to your mailing address or contact information below.

Provider Name: Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty
Current Certificate Number: 113194
Initial Certificate Issued: 11/18/2010

Mailing Address: 90 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2118

Contact: Victor Mandalawi, President
Phone: (866) 681-3656
Fax: (732) 579-5961
E-mail: vmandalawi@homewarrantyadministrators.com

The following questions must be answered before your renewal application can be processed.

1. List all aliases or names under which the company conducts business (Doing Business As). Provide supporting documentation.
✓ NA

2. Have there been any changes in the executive officers or in the officers responsible for service contract business since your last application?

Yes ___ No X

If yes, please attach a list and include the following information:

1. Name
2. Title
3. Date of Birth
4. Social Security Number
5. Address of Residence

3. Have you made any changes in the administrator or designated a new administrator since your last application?

Yes ___ No X Current Administrator is listed as:

List any changes to the current administrator or list the name, address and phone number of any new administrators designated. Attach additional sheets if necessary.

000394

AA000210

- ✓ 4. Since the last application, has applicant or any of the officers listed in question 1 ever:
- (a) Been convicted of a felony or any misdemeanor of which an essential element is fraud? Yes ___ No X
- (b) Been insolvent or adjudged a bankrupt? Yes ___ No X
- (c) Been refused a license or registration (including a license or registration as a service contract provider) or had an existing one suspended or revoked by any state or governmental agency or authority? Yes ___ No X
- (d) Been fined by any state or governmental agency or authority in any matter regarding service contracts? Yes ___ No X
- ✓ 5. Other than traffic infractions, are there any pending criminal actions against any of the applicant's officers or directors? Yes ___ No X

Note: If any part of Question 3 or 4 is answered "Yes," attach an explanation.

6. In the last application, you supplied the following information as proof of your compliance with one of the three options for financial responsibility:
- ✓ Option 2: \$25,000 cash deposit with Division (Receipted 9/14/10), \$85,000 cash deposit with Division (Receipted 5/14/14), \$52,585.50 check deposit with Division ck#1824 (Receipted 12/14) (\$162,585.50 total) and reserve account affidavit.

Has there been any change in that information/proof of financial responsibility?

Yes ___ Explain here and attach appropriate documentation for your choice as listed in the table below:

No X Attach appropriate documentation for your choice of financial responsibility as highlighted in the table below, to verify that it remains in place.

Financial Security Options: Service Contract Providers must comply with one of the following financial security options to maintain a Certificate of Registration:	
Option 1	Purchase a contractual liability insurance policy, which insures the obligations of each service contract the provider issues, sells or offers for sale. Each Year At Renewal: Submit documentation from the insurer verifying that the policy is still current and in full force.
Option 2	Maintain a reserve account that contains at all times an amount of money equal to at least 40% of the unearned gross consideration received from Nevada residents for unexpired service contracts and deposit with the Commissioner \$25,000 or 10% of the unearned gross consideration received from Nevada residents for unexpired service contracts, whichever is greater. The security deposited with the Commissioner may be a surety bond, or other securities eligible for deposit pursuant to NRS 682B.030, cash, an irrevocable letter of credit issued by a financial institution approved by the Commissioner, or in any other form prescribed by the Commissioner. Each Year At Renewal: Submit updated security deposit with the Commissioner to reflect 10% of unearned gross consideration as the end of the most recent quarter, or \$25,000, whichever is greater, with this renewal, or verify that the current security continues in force in the correct amount.
Option 3	Maintain or be a subsidiary of a parent company that maintains a net worth or stockholders' equity of at least \$100,000,000. Each Year At Renewal: Submit a copy of the most current 10K or 20F that was filed with the Securities and Exchange Commission. If you are not required to file those reports with the SEC, provide a copy of the most recently audited financial statement.

7. Please select the type of service contracts sold by your company (select all that apply):

Computer/Electronic ☐ Vehicle/Road Assistance ☐ Home Appliance/Home Products ☒
 Miscellaneous/Other ☐ If Miscellaneous/Other, please explain: _____

8. Please provide the following information regarding the service contracts you sell.

- A. List the service contract form names and form numbers that you sell in Nevada. Please note that these forms must have been previously filed and approved in Nevada before use. Attach additional sheets if necessary to list all the forms, but you do not need to attach copies of the forms.

✓ HWA-NV-0711

- B. List the sales locations where you sell the service contracts. Attach additional sheets if necessary.
 NA

If you do not sell your contracts at specific locations, how do you contact the potential customer?

Internet & Telephone

- C. Number of service contracts sold to Nevada residents:

Calendar year: 2013 2193 ✓
 Calendar year: 2014 2899 ✓

- D. Gross Revenue received from Nevada residents:

Calendar year: 2013: \$ 1,789,614 ✓
 Calendar year 2014: \$ 2,267,364 ✓

- E. If Using Financial Security Option 2, complete the following:

Unearned gross consideration* on all unexpired service contracts sold to Nevada residents:

As of December 31, 2014: \$ _____

As of March 31, 2014: \$ 1,250,689

As of June 30, 2014: \$ 1,527,066

As of September 30, 2014: \$ 1,625,855

As of December 31, 2014: \$ 1,756,768

As of March 31, 2015: \$ 1,921,552

As of June 31, 2015: \$ 2,111,480

As of September 30, 2015: \$ 2,357,658

*Unearned gross consideration on a service contract is the total consideration for the contract multiplied by the fraction of time left on the contract (e.g., \$1,000 one-year contract with 7 months remaining = $1,000 \times 7 / 12 = 583$)

- F. Claims paid – Claims paid on behalf of Nevada residents:

Calendar year: 2013 \$ 315,352
 Calendar year: 2014 \$ 723,835 ✓

- G. Number of customer complaints by Nevada residents:

✓ Calendar year: 2013 _____
 Calendar year: 2014 _____

9. How are complaints handled? _____

The applicant certifies that the service contracts issued in this state meet the requirements set forth in NRS 690C and NAC 690C and, under penalty of perjury, (I) or (we) affirm that the statements made in the foregoing renewal application are true and hereby subscribe thereto.

Dated November 17, 2015

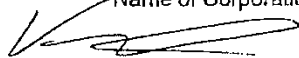
Telephone No: 866-681-3656

This renewal application must be verified and signed by one of the officers listed/named on a prior application or listed in Question 1 for service contract business

Home Warranty Administrator of Nevada Inc.

Name of Corporation

By



Signature of Officer in full

Victor Mandalawi, President

Print Name and Title

EXHIBIT 21

000480

AA000214



Department of Business and Industry

Nevada Division of Insurance

1818 E. College Parkway, Ste 103, Carson City, Nevada 89706 Phone: (775) 687-0700 Fax: (775) 687-0787 Web: doi.nv.gov

64868
EX21

1/4

Service Contract Provider Application - Renewal

Please make any corrections to your mailing address or contact information below.

Provider Name: Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty
Current Certificate Number: NV 113194
Initial Certificate Issued: 11/18/2010

Mailing Address:
90 WASHINGTON VALLEY RD
BEDMINSTER NJ 07921-2118

Contact: Victor Mandalawi, President
Phone: (866) 681-3656 Ext.
Fax: (732) 579-5961
E-mail: vmandalawi@homewarrantyadministrators.com

The following questions must be answered before your renewal application can be processed.

1. List all aliases or names under which the company conducts business (Doing Business As) in Nevada. Provide supporting documentation filed with the County Clerk of the county in which the company is doing business.
NA

2. Have there been any changes in the executive officers or in the officers responsible for service contract business since your last application?

Yes ☐ No ☒

If yes, please attach a list and include the following information:

1. Name
2. Title
3. Date of Birth
4. Social Security Number
5. Address of Residence

3. Have there been any changes in the percentage of ownership?

Yes ☐ No ☒

If yes, please attached a list and include the following information:

1. Name
2. Title
3. Date of Birth
4. Social Security Number
5. Address of Residence
6. Percentage of Company Owned

000481

AA000215

Page 2 of 4

4. Have there been any changes in the administrator or designated a new administrator since your last application?

Yes _____

No X

Current Administrator is listed as:
Self

List any changes to the current administrator or list the name, address and phone number of any new administrators designated. Attach additional sheets if necessary.

_____ () _____

5. Since the last application, has the applicant or any of the officers listed in question 1 ever:

(a) Been convicted of a felony or any misdemeanor?

Yes _____ No X

(b) Been insolvent or adjudged a bankrupt?

Yes _____ No X

(c) Been refused a license or registration (including a license or registration as a service contract provider) or had an existing one suspended or revoked by any state or governmental agency or authority?

Yes _____ No X

(d) Been fined or had any administrative actions taken by any state or governmental agency or authority in any matter regarding service contracts?

Yes _____ No X

(e) Other than traffic infractions, are there any past/pending criminal or civil actions against any of the applicant's officers or directors?

Yes _____ No X

Note: If any part of Question 3 or 4 is answered "Yes," attach an explanation.

6. In the last application, you supplied the following information as proof of your compliance with one of the three options for financial responsibility:

Option 2: \$25,000 cash deposit (Receipted 9/14/10), \$85,000 cash deposit (Receipted 5/14/14), \$52,585.50 check deposit ck#1824 (Receipted 12/14), \$73,180.30 check #1802 (Receipted 12/9/15) (235,765.80 total), and reserve account affidavit.

Has there been any change in that information/proof of financial responsibility?

Yes _____ Explain here and attach appropriate documentation for your choice as listed in the table below.

No X Attach appropriate documentation for your choice of financial responsibility as highlighted in the table below, to verify that it remains in place.

Service Contract Providers must comply with one of the following:	
Option 1	Purchase a contractual liability insurance policy, which insures the obligations of each service contract the provider issues, sells, or offers for sale. <i>Each Year at Renewal: Submit documentation from the insurer verifying that the policy is still current and in full force.</i>
Option 2	Maintain a reserve account and deposit with the Commissioner security such as a surety bond, securities eligible for deposit pursuant to NRS 682B.030, cash, an irrevocable letter of credit issued by a financial institution approved by the Commissioner, or in any other form prescribed by the Commissioner. <i>Each Year At Renewal: Submit documentation verifying that the security of 40% of unearned gross consideration on all unexpired service contracts sold to Nevada residents. The reserve account shall be maintained exclusively for service contracts in this state. Monthly statements of the reserve account (3 monthly statements) must be submitted to the Division at the end of each calendar quarter.</i>
Option 3	Maintain or be a subsidiary of a parent company that maintains a net worth or stockholders' equity of at least \$100,000,000. <i>Each Year At Renewal: Submit a copy of the most current 10K or 20F form that was filed with the Securities and Exchange Commission. If you are not required to file those reports with the SEC, provide a copy of the most recently audited financial statement.</i>

8. Please select the type of service contracts sold by your company (select all that apply):

Computer/Electronic ☐ Vehicle/Road Assistance ☐ Home Appliance/Home Products ☒
Miscellaneous/Other ☐ If Miscellaneous/Other, please explain: _____

9. Please provide the following information regarding the service contracts you sell.

A. List the service contract form names and form numbers that you sell in Nevada. Please note that these forms must have been previously filed and approved in Nevada before use. Attach additional sheets if necessary to list all the forms, but you do not need to attach copies of the forms.

HWA-NV-0711 ✓

B. List the sales locations where you sell the service contracts. Attach additional sheets if necessary.

Internet & Telephone

If you do not sell your contracts at specific locations, how do you contact the potential customer?

C. Number of service contracts sold to Nevada residents:

Calendar year: 2014 2899

Calendar year: 2015 5682

*Unearned gross consideration on a service contract is the total consideration for the contract multiplied by the fraction of time left on the contract (e.g., \$1,000 one-year contract with 7 months remaining = $1,000 \times 7 / 12 = 583$)

Calendar year: 2015 _____

AA000218

EXHIBIT 22

000485

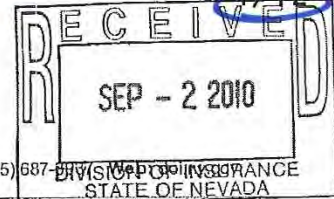
AA000219



Department of Business and Industry

Nevada Division of Insurance

788 Fairview Drive, Suite 300, Carson City, Nevada 89701-5491 Phone: (775) 687-4270 Fax: (775) 687-5971



EX 22

22/11/10

1/12

Service Contract Provider Application

The following questions must be answered by all applicants.

ORG. ID # 113194

Section I:

Provider Name

Federal Employer ID

Home Warranty Administrator of Nevada, Inc.

90-0594950

Corporation Address

City

State

Zip

90 Washington Valley Road

Bedminster

NJ

07921

Mailing Address (if different)

City

State

Zip

Contact

Victor Mandalawi

Phone

866-681-3656

Fax

732-579-5961

E-mail

vmandalawi@homewarrantyadministrators.com

Date of incorporation of applicant

State of incorporation of applicant

July 23, 2010

Nevada

Please attach a list of executive officers and all officers responsible for service contract business and include the following information (attach additional sheets if necessary):

Name

Title

Date of Birth

Social Security Number

Victor Mandalawi

President

11/07/1984

124-74-3953

Residence Address

City

State

Zip

412 Gravesend Neck Road

Brooklyn

NY

11223

Name

Title

Date of Birth

Social Security Number

Residence Address

City

State

Zip

Name

9/14/2010 KR Sect: 4 61- 62440C- 4545 FY: 2011

Social Security Number

Security Deposit Proceeds

Total: \$25,000.00

Residence

Chk #: 1812

- HOME WARRANTY ADMINISTRATOR

State

Zip

Org ID:

--HOME WARRANTY ADMINISTRATOR OF

Please attach a copy of the applicant's charter or certificate of incorporation.

Have you designated an administrator to be responsible for administration of Nevada service contracts?

☐ Yes ☒ No

List names and addresses of the administrators designated. Attach additional sheets if necessary.

Name

Address

City

State

Zip

Name

Address

City

State

Zip

9/3/2010 KR Sect: 4 10- 38130C- 3700 FY: 2011

Service Contract - Application/Renewal

Total: \$1,000.00

Chk #: 1811

- HOME WARRANTY ADMINISTRATOR

Org ID:

--HOME WARRANTY ADMINISTRATOR OF

1 of 3

9/3/2010 KR Sect: 4 10- 38130C- 3603 FY: 2011

Corporate Assessment

Total: \$1,300.00

Chk #: 1813

- HOME WARRANTY ADMINISTRATOR

Org ID:

--HOME WARRANTY ADMINISTRATOR OF

000486

AA000220

Section II:

Within the past 10 years, has applicant or any of the officers listed in Section I ever:

- (a) Been convicted of a felony or any misdemeanor of which an essential element is fraud? ☐ Yes ☒ No
- (b) Been insolvent or adjudged a bankrupt? ☐ Yes ☒ No
- (c) Been refused a license or registration (including a license or registration as a service contract provider) or had an existing one suspended or revoked by any state or governmental agency or authority? ☐ Yes ☒ No
- (d) Been fined by any state or governmental agency or authority in any matter regarding service contracts? ☐ Yes ☒ No
- Other than traffic infractions, is there now pending against any of the applicant's officers or directors any criminal actions? ☐ Yes ☒ No

Please note: If any part of Section II was answered, "yes," attach an explanation.

Section III:

Which one of the following proofs of financial responsibility is the applicant using to comply with requirements of Nevada Revised Statute (NRS) 690C.170?

Provide appropriate documentation for the option selected.

☐ 1. Contractual Liability Insurance Policy issued by an insurer authorized to transact insurance in Nevada. Provide a copy of the policy.

☒ 2. Maintain a reserve account in an amount equal to at least 40 percent of the gross consideration received by the provider for any unexpired service contracts less any claims paid on those unexpired service contracts. Provide an affidavit signed by a corporate officer and attesting to the accuracy of the reserve account.

And

Deposit with the Commissioner security in an amount equal to \$25,000 or 5 percent of the gross consideration received by the provider for any unexpired service contracts, less any claims paid on the unexpired service contracts, whichever is greater.

Security must be one or more of the following. Check all that apply:

- ☐ a. Surety bond issued by surety company authorized to do business in Nevada
- ☐ b. Securities of the type eligible for deposit pursuant to NRS 682B.030
- ☒ c. Cash
- ☐ d. An irrevocable letter of credit issued by a qualified U.S. financial institution


☐ 3. Maintain, or be a subsidiary of a parent company that maintains, a net worth or stockholders' equity of at least \$100,000,000. Provide a copy of the most recent Form 10-K report or Form 20-F report that has been filed with the SEC, or provide a copy of the most recently audited financial statement.

Please note: Pursuant to NRS 690C.120, NRS 690C.170 and NRS 679B.225, documentation that the selected proof of financial responsibility continues in force **must be submitted annually** with the appropriate renewal application.

Section IV:

The applicant certifies that the service contracts issued in this state meet the requirements set forth in Chapter 690C of the Nevada Revised Statutes and the Nevada Administrative Code, and, under penalty of perjury, (I) or (we) affirm that the statements made in the foregoing application are true and hereby subscribe thereto.

Please note: This application must be verified and signed by one of the officers named in Section I of this application.

Date	Name of Corporation	Phone
07/29/2010	Home Warranty Administrator of Nevada, Inc.	866-681-3656
Signature of Officer in Full 		
Print Name and Title		

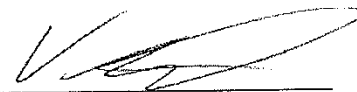
Victor Mandalawi, President

VERIFICATION

STATE OF NEW JERSEY)
 Middletown) ss.:
COUNTY OF ~~SOMERSET~~)

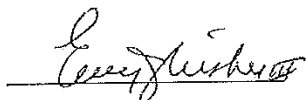
Victor Mandalawi, hereby affirms under the penalties of perjury the following:

1. I am the President of Home Warranty Administrator of Nevada, Inc. and am authorized to make this verification.
2. I have read and know the contents of the foregoing Service Contract Provider Application and that to the best my knowledge the same are true, except as to the matters to be alleged on information and belief, and as to those matters I believe them be true.
3. The basis of my belief as to all matters in said Service Contract Provider Application are a general investigation and review of the facts and records of Home Warranty Administrator of Nevada, Inc..



Victor Mandalawi

Sworn to before me on this
31st day of August, 2010



Notary Public

Emery J. Fisher III
Notary Public
My Commission Expires 4/1/12

Home Warranty Administrator
90 Washington Valley Road
Bedminster, NJ 07921

Nevada, Inc.

Garden State Community Bank
1162 Green
Iselin, NJ 08830
55-7872/2212

5/12
1812

Date 8/24/2010

Pay To The Order Of Nevada Division of Insurance

\$ 25,000.00

Twenty-Five Thousand Dollars and 00/100

Nevada Division of Insurance
788 Fairview Drive
Carson City, NV 89701

Memo: Security Deposit

SIGNATURE AREA HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈000001812⑈ ⑆221278721⑆55600001537⑈

Date: 8/24/2010

Check No: 1812

Amount: \$25000.00

Pay to: Nevada Division of Insurance

- THIS CHECK IS VOID IF THE FOLLOWING SECURITY FEATURES ARE NOT PRESENT:
1. THE BACKGROUND ON THE FACE OF THE CHECK HAS IN DIFFERENT VIVID PATTERNS WHICH SHOW THE WORD "VOID" IF COPIED.
 2. ON THE FACE OF THIS CHECK, A SECURITY LOCK LOGO APPEARS IN THERMOGRAPHIC INK. IN ADDITION, ON THE BACK OF THIS CHECK, THE LOGO WITH SECURITY WORDING APPEARS IN THERMOGRAPHIC INK - BOTH OF WHICH WILL FADE WHEN TOUCHED OR BREATHED ON.
 3. ON THE BACK, THE TECH-CHECKS LOGO IS PRINTED IN COIN REACTIVE INK AND WILL APPEAR WHEN RUBBED WITH THE EDGE OF A COIN.
 4. THE BACK OF THIS CHECK HAS AN ANTI-FRAG TECH-CHECKS VOID BREAKER WHICH MAY BE SEEN BY HOLDING THIS CHECK AT AN ANGLE.
 5. NUMBERS ON THE FACE / IF BACK OF CHECK ARE MICRO-PRINTED IN THERMOGRAPHIC INK.

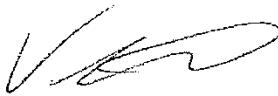
BANK OF AMERICA, N.A.
NEVADA STATE TREASURER
INSURANCE DEPT. - CARSON CITY
TULSA, OK 74101
IN DEPOSIT ONLY
38-008-2300 - CODE OF COIN TO VIEW
DO NOT WRITE, STAMP OR SIGN BELOW - RESERVE FOR FINANCIAL INSTITUTION USE

000490

AA000224

RE: Home Warranty Administrator of Nevada, Inc.

I Victor Mandalawi, President, of Home Warranty Administrator of Nevada, Inc. hereby affirm that we will maintain a reserve account in accordance with the requirements outlined in NRS 690C.170(2). The reserve account will contain at all times an amount of money equal to at least 40 percent of the gross consideration received by this provider for any unexpired service contracts, less any claims paid on those unexpired service contracts.



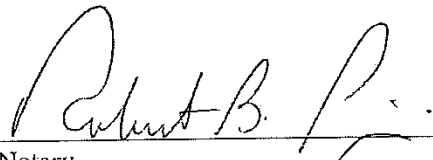
Signature
Victor Mandalawi

Print Name

President

Title
9/1/10

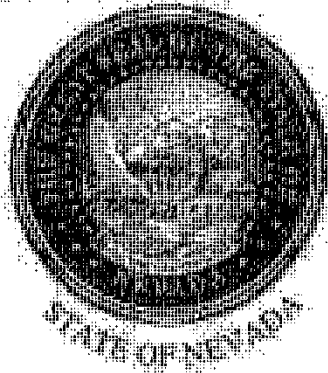
Date



Notary

Robert B. Riedinger
Notary Public
My Commission Expires
8/18/14

SECRETARY OF STATE



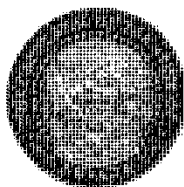
CORPORATE CHARTER

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.**, did on July 23, 2010, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 23, 2010.

A handwritten signature in dark ink, appearing to read "Ross Miller", is written over a horizontal line.

ROSS MILLER
Secretary of State



Certified By: GJ Jaillot
Certificate Number: C20100723-1034
You may verify this certificate
online at <http://www.nvsos.gov/>



ROSS MILLER
Secretary of State
205 North Carson Street
Carson City, Nevada 89701-4289
(775) 684 6708
Website: www.nvsos.gov

Articles of Incorporation (PURSUANT TO NRS CHAPTER 78)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20100545373-70 Filing Date and Time 07/23/2010 9:10 AM Entity Number E0349562010-2
--	--

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.		
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: REGISTERED AGENT SOLUTIONS, INC. <input type="checkbox"/> Noncommercial Registered Agent OR <input type="checkbox"/> Office or Position with Entity Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 4625 WEST NEVSO DRIVE, SUITE 2 LAS VEGAS Nevada 89103 Street Address City State Zip Code Mailing Address (if different from street address) City State Zip Code		
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value:	Par value per share: \$	Number of shares without par value: 200
4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) VICTOR MANDALAWI Name 1426 AVENUE P BROOKLYN NY 11229 Street Address City State Zip Code 2) Name Street Address City State Zip Code		
5. Purpose: (optional; see Instructions)	The purpose of the corporation shall be:		
6. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	STEVEN WEISS X Name Incorporator Signature 1222 AVENUE M, SUITE 201 BROOKLYN NY 11230 Address City State Zip Code		
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. X Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity 07/22/2010 Date		

Nevada Secretary of State NRS 78 Articles
Revised on 7-1-08

This form must be accompanied by appropriate fees.

000493

AA000227

HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.**Business Entity Information**

Status:	Active	File Date:	7/23/2010
Type:	Domestic Corporation	Entity Number:	E0349562010-2
Qualifying State:	NV	List of Officers Due:	8/31/2010
Managed By:		Expiration Date:	
NV Business ID:	NV20101558602	Business License Exp:	

Registered Agent Information

Name:	REGISTERED AGENT SOLUTIONS, INC.	Address 1:	4625 WEST NEVSO DR SUITE 2
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89103
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	CALIFORNIA	Status:	Active

Financial Information

No Par Share Count:	200.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers☐ Include Inactive Officers

No active officers found for this company

Actions/Amendments

Action Type:	Articles of Incorporation		
Document Number:	20100545373-70	# of Pages:	1
File Date:	7/23/2010	Effective Date:	
Initial Stock Value: No Par Value Shares: 200		Total Authorized Capital: \$ 0.00	

000494



July 29, 2010

State of Nevada
Department of Business & Industry
788 Fairview, Suite 300
Carson City, NV 89701-5453

Executive Officers of Home Warranty Administrator of Nevada, Inc.

Victor Mandalawi – President
412 Gravesend Neck Road
Brooklyn, NY 11223
SSN: 124-74-3953 DOB: 11/07/1984



**HOME WARRANTY
ADMINISTRATORS**

TOLL FREE: (866) 681-3656

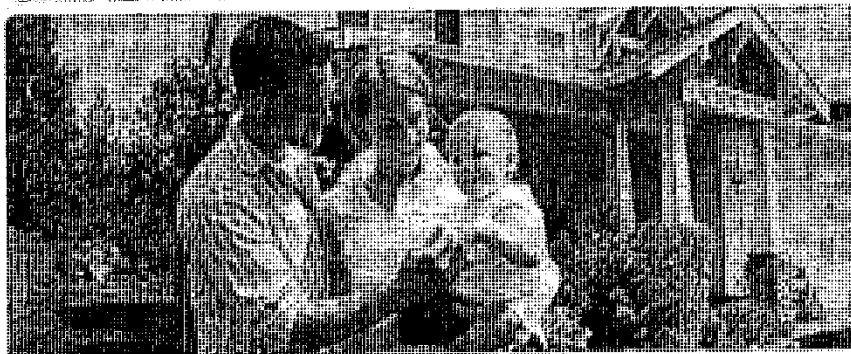
HOMESOWNERS

REAL ESTATE
PROFESSIONALS

CONTRACTORS

TERMS &
CONDITIONS

CONTACT US



We'll protect your investment, while you enjoy your home.

A home is the single biggest investment that most people will ever make, and the last thing that any one wants to deal with is costly repairs or replacement of essential or aging systems and appliances. Home Warranty Administrators helps manage and protect your home investment... by providing the protection of a home warranty's financial protection.

REQUEST INFORMATION

REQUEST TO RECEIVE FREE INFORMATION
ON OUR HOME WARRANTY PROGRAMS



What is a home warranty?	Why Home Warranty Administrators?	What if I need service?
A home warranty is a renewable service contract that covers the repair or replacement of many of the most frequently occurring breakdowns of system components and appliances, which fail due to normal wear and tear.	We strive to provide high value and protection against the ever-increasing cost of home and appliance repair. Home Warranty Administrators offers various plans, various options and premium coverage to customize a package to fit your specific needs.	Our Service Department is available 24 hours-a-day, 365 days-a-year. There is no limit to the amount of times you can call for service. Make one toll-free call to our Service Department at 1-866-681-3656, or submit your claims online.

[Home](#) | [About Us](#) | [Privacy Statement](#) | © 2010 Home Warranty Administrators

000496



**HOME WARRANTY
ADMINISTRATORS**

TOLL FREE: (866) 681-3656

HOMEOWNERS

REAL ESTATE
PROFESSIONALS

CONTRACTORS

TERMS
CONDITIONS

CONTACT US

About Us

About Us

Home Warranty Administrators

Home Warranty Administrators is dedicated to providing the most comprehensive coverage and service. Our goal is to provide world class service of administration including customer service claims and mediation. Home Warranty Administrators hires employees who fit our visionary company standard; Customer Service Representatives who can take your need and follow it through to resolution. We pride ourselves on superior service, including quick response time and efficient solutions for homeowners' problems and needs. Our Sales Representatives do not just take orders, but rather educate consumers on the type of coverage offered by Home Warranty Administrators in order for them to get the most out of their Home Warranty Administrators experience.

A Home Warranty Administrators home warranty plan is a service contract covering a multitude of systems and appliances needed for everyday life. Home warranties in general cover most, but not necessarily all, appliance breakdowns and major system failures. A home warranty can be very beneficial and save you money when it is understood and used for its intended purpose, which is to cover properly maintained systems and appliances for normal wear and tear, that were in working condition before the contract took effect.

About Us



For more information
on our warranties
1 (866) 681-3656

[Home](#) | [About Us](#) | [Privacy Statement](#) | © 2010 Home Warranty Administrators

EXHIBIT 23

000498

AA000232

EX 23

1/3

Service Contract Provider
Certificate of Registration
DEPARTMENT OF BUSINESS AND INDUSTRY



COPY

DIVISION OF INSURANCE

This certificate with affixed seal is evidence of registration for

Home Warranty Administrator of Nevada, Inc. dba Choice Home
Warranty

Nevada Company ID No. 113194

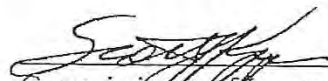
to act as a service contract provider in the state of Nevada in accordance with Chapter
690C of the Nevada Revised Statutes.

This Certificate shall remain in force unless suspended, revoked, terminated or
voluntarily surrendered. This Certificate shall at all times remain the property of the
State of Nevada. Upon any termination, suspension or revocation thereof, the holder
shall promptly deliver or surrender this Certificate of Registration to the
Commissioner of Insurance.



Dated at Carson City, Nevada

this 14th day of July, 2014


Commissioner of Insurance

Effective Date: July 14th, 2014

Renewal Date is November 18th of Each Year

BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRUCE H. BRESLOW 2/3
Director

SCOTT J. KIPPER
Commissioner



COPY

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

July 14, 2014

Attn: Victor Mandalawi, President
Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty
90 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2118

Re: Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty
Nevada Company ID No. 113194

Dear Mr. Mandalawi:

The Nevada Division of Insurance has updated the name listed on your Service Contract Provider "Certificate of Registration," which previously listed the company name as Home Warranty Administrator of Nevada, Inc. to include your dba name filed in Carson City:

Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty

I have attached a copy of your updated Certificate of Registration showing that change. Please keep it in a safe place. There has been no change to your Nevada Company ID Number 113194. Thank you for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Derick Dennis".

Derick Dennis
Management Analyst III
Phone: (775) 687-0769
E-mail: ddennis@doi.nv.gov

Attachment

Certified Mail # 7012 2920 0001 8640 6996

000500

AA000234

STATE OF NEVADA
DEPARTMENT OF
BUSINESS & INDUSTRY

DIVISION OF INSURANCE

Memo

Date: 7/8/2014
To: Scott J. Kipper, Commissioner of Insurance
From: Derick Dennis, Management Analyst
Re: Name change (Org. ID # 113194)

From: Home Warranty Administrator of Nevada, Inc.
To: Home Warranty Administrator of Nevada, Inc. dba Choice
Home Warranty

This company advised us that they have filed a dba under their name in Carson City. The dba name, Choice Home Warranty, was filed with the Carson City Clerk's Office on June 13, 2014 and with Washoe County on June 23, 2014. The company has returned its original Certificate of Registration.

Therefore, I recommend Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty be reissued a Certificate of Registration to act as a service contract provider in the state of Nevada in accordance with Chapter 690C of the Nevada Revised Statutes with their dba name filed.

7/8/14
This was
at the request
of the Division
recommend
approval
ED

EXHIBIT 30

000570

AA000236

Search Results

You searched under: Name search, for: choice home warranty, with the document types of: FFN,FFNCHANGE,FFNRENEW,FFNTERMO,FFNTERMB, between: 1/1/1800 and 3/7/2017

Records found: 1

					Refresh
Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	File Date
To	CHOICE HOME WARRANTY	HOME WARRANTY ADMINISTRATOR OF NEVADA INC	20140624100094230	FFN CERTIFICATE	6/24/2014 6:32:41 PM

Document Details - 20140624100094230



Clark County Clerk's Office

Clerk File Number: 20140624100094230
Modify Date: 7/25/2015
File Date: 6/24/2014 6:32 PM
Number of Pages: 1
Book Type: FFN
Document Type: (FFN) FFN CERTIFICATE
1st Party: HOME WARRANTY ADMINISTRATOR OF NEVADA INC
2nd Party: CHOICE HOME WARRANTY
Address: 1090 KING GEORGES POST RD
BUILDING 10

Document Details as of 7/26/2017 • 12110051 • Hash: F96287741C1AC9DE6BFA8B26CA1A17D957

EXHIBIT 31

000572

AA000238

EX 31 1/2

CORPORATION, LLC, BUSINESS TRUST & LEGAL ENTITIES

CERTIFICATE OF BUSINESS: FICTITIOUS FIRM NAME

*** * * THIS CERTIFICATE EXPIRES 5 YEARS FROM FILE DATE * * ***

(If renewing, expires 5 years from original file date unless it has lapsed)

☐ Renewal

☒ New Filing

THE UNDERSIGNED does hereby certify that _____ IT IS _____
conducting a Residential Service Contract business
at 1090 King Georges Post Road, Building 10, Edison, NJ 08837
(Physical street address, City) (State) (Zip code)

under the fictitious firm name of:
Choice Home Warranty

and that said firm is composed of the following legal entity* (or entities) whose mailing address, signing officer's name, and title are as follows:

Legal Entity Name: HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.

(Legal entity must state name exactly as it is on file in state of incorporation)

Entity Mailing Address: 1090 King Georges Post Road, Building 10, Edison, NJ 08837

Signing Officer Name: Victor Mandalawi

Signing Officer Title: President

FOR ADDITIONAL OWNERS, PLEASE USE ADDITIONAL PAGES

Alternate Mailing Address: _____
(PO Box or address other than one listed above)

Prior Related DBA Filing (if applicable): _____

WITNESS my hand this 16th day of May, 20 14.

The undersigned hereby swears under penalty of perjury that
he/she has authority to sign on behalf of and to bind the above-
named legal entity to a contract.

X

Signature of authorized officer

STATE OF New Jersey
COUNTY OF Middlesex ss.

On this 16 day of May, 20 14, personally appeared before me, a Notary Public,

Victor Mandalawi

(Name of individual whose signature is being notarized)

who acknowledged that he/she executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in
the County of Middlesex the day and year in this certificate first above written.

Signature of Notary Public

MIRNA CARABALLO

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 7/10/2017

FILED - Nancy Parent, Washoe County Clerk By [Signature]
\$26.50 CK

000573

AA000239

CERTIFIED COPY

The foregoing document is a full, true and correct copy of the original on file and of record in my office.

Date: June 23, 2014

NANCY PARENT, County Clerk in and for the County of Washoe, State of Nevada.

By Catherine Smith
Deputy Clerk

Pursuant to NRS 239B.030 the SSN may be redacted, but in no way affects the legality of the document.

000574

AA000240

EXHIBIT 32

000575

AA000241

Certificate of Business: Fictitious Firm Name

Please Print or Type

The undersigned do hereby certify that HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.
(Name of individual, corporation, partnership, or trust)

located at 1090 King Georges Post Road, Building 10, Edison, NJ 08837 is conducting business in Carson City,
(Street Address of Business or Residence)

Nevada, under the fictitious name of Choice Home Warranty
(Fictitious Firm Name)

and that said firm is composed of the following person(s) whose name(s) and address(es) are as follows:
By signing below I do solemnly swear (or affirm), under penalty of perjury, that all statements made in this document are true.

1. Victor Mandalawi President [Signature] 5/16/14
Full Name and Title Signature Date
1090 King Georges Post Rd Building 10 Edison, NJ, 08837
Street Address City, State, Zip
Mailing Address, if different from above City, State, Zip

2. _____
Full Name and Title Signature Date
Street Address City, State, Zip
Mailing Address, if different from above City, State, Zip

3. _____
Full Name and Title Signature Date
Street Address City, State, Zip
Mailing Address, if different from above City, State, Zip

4. _____
Full Name and Title Signature Date
Street Address City, State, Zip
Mailing Address, if different from above City, State, Zip

CERTIFIED COPY

The document to which this certificate is attached

is a full, true and correct copy of the original on file and of record in my office.

Date: June 13, 2014 City, State, Zip

Mailing Address, if different from above City, State, Zip

State of New Jersey
County of Middlesex

By Sabrina Wheeler, Deputy

On this 16 day of May, AD, 2014, before me, Mirna Caraballo, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared:

Victor Mandalawi
known to me to be the person(s) whose name subscribed to the within Instrument and acknowledged to me that he/she/they has (have) executed the same freely and voluntarily and for the uses and purposes therein mentioned. In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

Expiration date _____
MIRNA CARABALLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/10/2017

Mail or Return Original Certificate to: Carson City Business License, 108 E. Proctor St., Carson City, NV 89701 with \$20.00 filing fee

EXHIBIT 33

000577

AA000243

From: Mary Strong
Sent: Monday, July 17, 2017 11:05 AM
To: 'vmandalawi@homewarrantyadministrators.com'
Cc: Rajat Jain
Subject: State of Nevada Division of Insurance Information Request

EX 33 1/1

Dear Mr. Mandalawi,

Pursuant to NRS 690C.170(2), the Commissioner of Insurance is requesting all bank records -- including but not limited to records of all deposits, withdrawals, and end-of cycle balances -- for each month for the past twelve months beginning July 1, 2016 through July 1, 2017, for the reserve account for Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty from Chesapeake Bank.

The Commissioner further requests that HWAN d.b.a. Choice Home Warranty provides the Account number of the Reserve Account at Chesapeake Bank.

Please document whether the reserve account is solely dedicated to Nevada residents or if the funds are comingled with other funds or funds of/from other states.

Please respond no later than Friday, July 21, 2017 with the requested information.

Sincerely,

Mary Strong

Management Analyst III
Property & Casualty Section
Nevada Division of Insurance
1818 E. College Pkwy Suite 103
Carson City, NV 89706-7986
(775) 687-0763 direct
(775) 687-0700 main
(775) 687-0787 fax

CONFIDENTIALITY STATEMENT:

This e-mail and any attachments are intended only for those to which it is addressed and may contain information which is privileged, confidential and prohibited from disclosure and unauthorized use under applicable law. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, or copying of this e-mail or the information contained in this e-mail is strictly prohibited by the sender. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system.

000578

AA000244

EXHIBIT 34

000579

AA000245

EX 34

1/14

Date 7/06/16 Page 1
 Account Number @XXXXXXXXXXXXX@
 Enclosures

Home Warranty Administrator of NV Inc
 1090 King Georges Post Rd
 Edison NJ 08837

Check your balance anytime with Online Banking
 Visit www.chesbank.com to learn more.

***** S U M M A R Y O F A C C O U N T S *****
 Account Number Account Title Current Balance Enclosures
 @XXXXXXXXXXXXX@ DEMAND MONEY PLUS 945,201.78
 @XXXXXXXXXXXXX@ BUSINESS CHECKING 944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	0
Account Number	@XXXXXXXXXXXXX@	Statement Dates	6/06/16 thru 7/06/16
Previous Balance	944,920.89	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	944,920.89
Checks/Debits	.00	Average Collected	944,920.89
Service Charge	.00	Interest Earned	280.89
Interest Paid	280.89	Annual Percentage Yield Earned	0.35%
Current Balance	945,201.78	2016 Interest Paid	1,928.29

Activity in Date Order		
Date	Description	Amount
7/06	Interest Deposit	280.89

Daily Balance Information			
Date	Balance	Date	Balance
6/06	944,920.89	7/06	945,201.78

* * * END OF STATEMENT * * *

CHW072695

000580

AA000246

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Date 8/04/16 Page 1
Account Number @XXXXXXXXXXXXX@
Enclosures 1

Check your balance anytime with Online Banking
Visit www.chesbank.com to learn more.

***** S U M M A R Y O F A C C O U N T S *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXX@ DEMAND MONEY PLUS 970,251.41 1
@XXXXXXXXXXXXX@ BUSINESS CHECKING 944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	1
Account Number	@XXXXXXXXXXXXX@	Statement Dates	7/07/16 thru 8/04/16
Previous Balance	945,201.78	Days in the statement period	29
1 Deposits/Credits	24,781.32	Average Ledger	964,855.93
Checks/Debits	.00	Average Collected	964,855.93
Service Charge	.00	Interest Earned	268.31
Interest Paid	268.31	Annual Percentage Yield Earned	0.35%
Current Balance	970,251.41	2016 Interest Paid	2,196.60

Activity in Date Order		
Date	Description	Amount
7/13	Credit Memo	24,781.32
8/04	Interest Deposit	268.31

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
7/07	945,201.78	7/13	969,983.10	8/04	970,251.41

* * * END OF STATEMENT * * *

CHW072694

000581

AA000247

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Date 9/06/16 Page 1
Account Number @XXXXXXXXXXXXX@
Enclosures 1

Check your balance anytime with Online Banking
Visit www.chesbank.com to learn more.

***** SUMMARY OF ACCOUNTS *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXX@ DEMAND MONEY PLUS 987,137.65 1
@XXXXXXXXXXXXX@ BUSINESS CHECKING 944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	1
Account Number	@XXXXXXXXXXXXX@	Statement Dates	8/05/16 thru 9/06/16
Previous Balance	970,251.41	Days in the statement period	33
1 Deposits/Credits	16,575.56	Average Ledger	981,804.07
Checks/Debits	.00	Average Collected	981,804.07
Service Charge	.00	Interest Earned	310.68
Interest Paid	310.68	Annual Percentage Yield Earned	0.35%
Current Balance	987,137.65	2016 Interest Paid	2,507.28

Activity in Date Order
Date Description Amount
8/15 Credit Memo 16,575.56
9/06 Interest Deposit 310.68

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
8/05	970,251.41	8/15	986,826.97	9/06	987,137.65

* * * END OF STATEMENT * * *

CHW072693

000582

AA000248

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Date 10/04/16 Page 1
Account Number @XXXXXXXXXXXXX@
Enclosures

Check your balance anytime with Online Banking
Visit www.chesbank.com to learn more.

***** SUMMARY OF ACCOUNTS *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXX@ DEMAND MONEY PLUS 987,402.69
@XXXXXXXXXXXXX@ BUSINESS CHECKING 944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	0
Account Number	@XXXXXXXXXXXXX@	Statement Dates	9/07/16 thru 10/04/16
Previous Balance	987,137.65	Days in the statement period	28
Deposits/Credits	.00	Average Ledger	987,137.65
Checks/Debits	.00	Average Collected	987,137.65
Service Charge	.00	Interest Earned	265.04
Interest Paid	265.04	Annual Percentage Yield Earned	0.35%
Current Balance	987,402.69	2016 Interest Paid	2,772.32

Activity in Date Order		Amount
Date	Description	
10/04	Interest Deposit	265.04

Daily Balance Information			
Date	Balance	Date	Balance
9/07	987,137.65	10/04	987,402.69

* * * END OF STATEMENT * * *

CHW072692

000583

AA000249

Date 11/04/16 Page 1
 Account Number @XXXXXXXXXXXXX@
 Enclosures 1

Home Warranty Administrator of NV Inc
 1090 King Georges Post Rd
 Edison NJ 08837

Check your balance anytime with Online Banking
 Visit www.chesbank.com to learn more.

***** S U M M A R Y O F A C C O U N T S *****
 Account Number Account Title Current Balance Enclosures
 @XXXXXXXXXXXXX@ DEMAND MONEY PLUS 992,089.15 1
 @XXXXXXXXXXXXX@ BUSINESS CHECKING 1,944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	1
Account Number	@XXXXXXXXXXXXX@	Statement Dates	10/05/16 thru 11/06/16
Previous Balance	987,402.69	Days in the statement period	33
1 Deposits/Credits	5,372.70	Average Ledger	991,544.81
1 Checks/Debits	1,000.00	Average Collected	991,544.81
Service Charge	.00	Interest Earned	313.76
Interest Paid	313.76	Annual Percentage Yield Earned	0.35%
Current Balance	992,089.15	2016 Interest Paid	3,086.08

Activity in Date Order		
Date	Description	Amount
10/12	Credit Memo	5,372.70
11/04	Transf to NV Operating	1,000.00-
	Confirmation number 1104160208	
11/06	Interest Deposit	313.76

Daily Balance Information			
Date	Balance	Date	Balance
10/05	987,402.69	11/04	991,775.39
10/12	992,775.39	11/06	992,089.15

* * * END OF STATEMENT * * *

CHW072691

000584

AA000250

Date 12/02/16 Page 1
Account Number @XXXXXXXXXXXXXX@
Enclosures

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Check your balance anytime with Online Banking
Visit www.chesbank.com to learn more.

***** S U M M A R Y O F A C C O U N T S *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXXX@ DEMAND MONEY PLUS 992,355.52
@XXXXXXXXXXXXXX@ BUSINESS CHECKING 944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS
Account Number @XXXXXXXXXXXXXX@ Number of Enclosures 0
Previous Balance 992,089.15 Statement Dates 11/07/16 thru 12/04/16
Deposits/Credits .00 Days in the statement period 28
Checks/Debits .00 Average Ledger 992,089.15
Service Charge .00 Average Collected 992,089.15
Interest Paid 266.37 Interest Earned 266.37
Current Balance 992,355.52 Annual Percentage Yield Earned 0.35%
2016 Interest Paid 3,352.45

Activity in Date Order
Date Description Amount
12/04 Interest Deposit 266.37

Daily Balance Information
Date Balance Date Balance
11/07 992,089.15 12/04 992,355.52
* * * END OF STATEMENT * * *

7/14

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Date 1/04/17 Page 1
Account Number @XXXXXXXXXXXXX@
Enclosures 1

Check your balance anytime with Online Banking
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***** S U M M A R Y O F A C C O U N T S *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXX@ DEMAND MONEY PLUS 1,004,771.86 1
@XXXXXXXXXXXXX@ BUSINESS CHECKING 944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	1
Account Number	@XXXXXXXXXXXXX@	Statement Dates	12/05/16 thru 1/04/17
Previous Balance	992,355.52	Days in the statement period	31
1 Deposits/Credits	12,118.80	Average Ledger	1,000,955.95
Checks/Debits	.00	Average Collected	1,000,955.95
Service Charge	.00	Interest Earned	297.54
Interest Paid	297.54	Annual Percentage Yield Earned	0.35%
Current Balance	1,004,771.86	2017 Interest Paid	297.54

Activity in Date Order		
Date	Description	Amount
12/14	Credit Memo	12,118.80
1/04	Interest Deposit	297.54

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
12/05	992,355.52	12/14	1,004,474.32	1/04	1,004,771.86

* * * END OF STATEMENT * * *

CHW072702

000586

AA000252

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Date 2/03/17 Page 1
Account Number @XXXXXXXXXXXXX@
Enclosures 1

Check your balance anytime with Online Banking
Visit www.chesbank.com to learn more.

***** S U M M A R Y O F A C C O U N T S *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXX@ DEMAND MONEY PLUS 1,008,645.07 1
@XXXXXXXXXXXXX@ BUSINESS CHECKING 944.51

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	1
Account Number	@XXXXXXXXXXXXX@	Statement Dates	1/05/17 thru 2/05/17
Previous Balance	1,004,771.86	Days in the statement period	32
1 Deposits/Credits	3,564.21	Average Ledger	1,006,999.49
Checks/Debits	.00	Average Collected	1,006,999.49
Service Charge	.00	Interest Earned	309.00
Interest Paid	309.00	Annual Percentage Yield Earned	0.35%
Current Balance	1,008,645.07	2017 Interest Paid	606.54

Activity in Date Order

Date	Description	Amount
1/17	Credit Memo	3,564.21
2/05	Interest Deposit	309.00

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
1/05	1,004,771.86	1/17	1,008,336.07	2/05	1,008,645.07

* * * END OF STATEMENT * * *

CHW072701

000587

AA000253

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Date 3/03/17 Page 1
Account Number @XXXXXXXXXXXXX@
Enclosures 1

***Effective April 1, 2017 bank statements returned by the Postal Service
as Return Address/Undeliverable Address will be subject to a \$10.00
fee charged to the customer's account.***

***** S U M M A R Y O F A C C O U N T S *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXX@ DEMAND MONEY PLUS 1,014,273.94 1
@XXXXXXXXXXXXX@ BUSINESS CHECKING 944.52

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	1
Account Number	@XXXXXXXXXXXXX@	Statement Dates	2/06/17 thru 3/05/17
Previous Balance	1,008,645.07	Days in the statement period	28
2 Deposits/Credits	6,656.88	Average Ledger	1,013,034.15
1 Checks/Debits	1,300.00	Average Collected	1,013,034.15
Service Charge	.00	Interest Earned	271.99
Interest Paid	271.99	Annual Percentage Yield Earned	0.35%
Current Balance	1,014,273.94	2017 Interest Paid	878.53

Activity in Date Order		
Date	Description	Amount
2/13	Trsf from CHW Operating	6,656.87
	Confirmation number 213170525	
2/21	Transf to NV Operating	1,300.00-
	Confirmation number 221170501	
2/23	Credit Memo	.01
3/05	Interest Deposit	271.99

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
2/06	1,008,645.07	2/21	1,014,001.94	3/05	1,014,273.94
2/13	1,015,301.94	2/23	1,014,001.95		

* * * END OF STATEMENT * * *

CHW072700

000588

AA000254

Home Warranty Administrator of NV Inc
1090 King Georges Post Rd
Edison NJ 08837

Date 4/04/17 Page 1
Account Number @XXXXXXXXXXXXX@
Enclosures

***Effective April 1, 2017 bank statements returned by the Postal Service
as Return Address/Undeliverable Address will be subject to a \$10.00
fee charged to the customer's account.***

***** S U M M A R Y O F A C C O U N T S *****
Account Number Account Title Current Balance Enclosures
@XXXXXXXXXXXXX@ DEMAND MONEY PLUS 1,056,778.62
@XXXXXXXXXXXXX@ BUSINESS CHECKING 944.52

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	0
Account Number	@XXXXXXXXXXXXX@	Statement Dates	3/06/17 thru 4/04/17
Previous Balance	1,014,273.94	Days in the statement period	30
1 Deposits/Credits	42,202.38	Average Ledger	1,050,849.33
Checks/Debits	.00	Average Collected	1,050,849.33
Service Charge	.00	Interest Earned	302.30
Interest Paid	302.30	Annual Percentage Yield Earned	0.35%
Current Balance	1,056,778.62	2017 Interest Paid	1,180.83

Activity in Date Order		
Date	Description	Amount
3/10	Trsf from CHW Operating	42,202.38
	Confirmation number 310170142	
4/04	Interest Deposit	302.30

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
3/06	1,014,273.94	3/10	1,056,476.32	4/04	1,056,778.62

* * * END OF STATEMENT * * *

CHW072699

000589

AA000255

Date 5/04/17 Page 1
 Account Number @XXXXXXXXXXXXX@
 Enclosures

Home Warranty Administrator of NV Inc
 1090 King Georges Post Rd
 Edison NJ 08837

***Effective April 1, 2017 bank statements returned by the Postal Service
 as Return Address/Undeliverable Address will be subject to a \$10.00
 fee charged to the customer's account.***

***** S U M M A R Y O F A C C O U N T S *****
 Account Number Account Title Current Balance Enclosures
 @XXXXXXXXXXXXX@ DEMAND MONEY PLUS 1,070,926.52
 @XXXXXXXXXXXXX@ BUSINESS CHECKING 944.52

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	0
Account Number	@XXXXXXXXXXXXX@	Statement Dates	4/05/17 thru 5/04/17
Previous Balance	1,056,778.62	Days in the statement period	30
1 Deposits/Credits	13,840.57	Average Ledger	1,068,312.42
Checks/Debits	.00	Average Collected	1,068,312.42
Service Charge	.00	Interest Earned	307.33
Interest Paid	307.33	Annual Percentage Yield Earned	0.35%
Current Balance	1,070,926.52	2017 Interest Paid	1,488.16

Activity in Date Order		
Date	Description	Amount
4/10	Trsf from CHW Operating	13,840.57
	Confirmation number 410170542	
5/04	Interest Deposit	307.33

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
4/05	1,056,778.62	4/10	1,070,619.19	5/04	1,070,926.52

* * * END OF STATEMENT * * *

CHW072698

000590

AA000256

Date 6/02/17 Page 1
 Account Number @XXXXXXXXXXXXX@
 Enclosures

Home Warranty Administrator of NV Inc
 1090 King Georges Post Rd
 Edison NJ 08837

*****Ask us about cash rewards for our new myCard.*****

***** S U M M A R Y O F A C C O U N T S *****
 Account Number Account Title Current Balance Enclosures
 @XXXXXXXXXXXXX@ DEMAND MONEY PLUS 1,107,351.85
 @XXXXXXXXXXXXX@ BUSINESS CHECKING 944.52

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	0
Account Number	@XXXXXXXXXXXXX@	Statement Dates	5/05/17 thru 6/04/17
Previous Balance	1,070,926.52	Days in the statement period	31
1 Deposits/Credits	36,097.30	Average Ledger	1,103,530.53
Checks/Debits	.00	Average Collected	1,103,530.53
Service Charge	.00	Interest Earned	328.03
Interest Paid	328.03	Annual Percentage Yield Earned	0.35%
Current Balance	1,107,351.85	2017 Interest Paid	1,816.19

Activity in Date Order		
Date	Description	Amount
5/08	Trsf from CHW Operating	36,097.30
	Confirmation number 508170480	
6/04	Interest Deposit	328.03

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
5/05	1,070,926.52	5/08	1,107,023.82	6/04	1,107,351.85

* * * END OF STATEMENT * * *

CHW072697

000591

AA000257

Date 7/03/17 Page 1
 Account Number @XXXXXXXXXXXXX@
 Enclosures

Home Warranty Administrator of NV Inc
 1090 King Georges Post Rd
 Edison NJ 08837

*****Ask us about cash rewards for our new myCard.*****

***** S U M M A R Y O F A C C O U N T S *****
 Account Number Account Title Current Balance Enclosures
 @XXXXXXXXXXXXX@ DEMAND MONEY PLUS 2,250,864.12
 @XXXXXXXXXXXXX@ BUSINESS CHECKING 944.52

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	0
Account Number	@XXXXXXXXXXXXX@	Statement Dates	6/05/17 thru 7/04/17
Previous Balance	1,107,351.85	Days in the statement period	30
2 Deposits/Credits	1,143,050.76	Average Ledger	1,604,295.33
Checks/Debits	.00	Average Collected	1,604,295.33
Service Charge	.00	Interest Earned	461.51
Interest Paid	461.51	Annual Percentage Yield Earned	0.35%
Current Balance	2,250,864.12	2017 Interest Paid	2,277.70

Activity in Date Order		
Date	Description	Amount
6/06	Trsf from CHW Operating	350,000.00
	Confirmation number 606170273	
6/29	Trsf from Line of Credit	793,050.76
	Confirmation number 629170146	
7/04	Interest Deposit	461.51

Daily Balance Information			
Date	Balance	Date	Balance
6/05	1,107,351.85	6/29	2,250,402.61
6/06	1,457,351.85	7/04	2,250,864.12

* * * END OF STATEMENT * * *

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Date 8/04/17 Page 1
 Account Number @XXXXXXXXXXXXXXXXX@
 Enclosures

Home Warranty Administrator of NV Inc
 1090 King Georges Post Rd
 Edison NJ 08837

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***** S U M M A R Y O F A C C O U N T S *****
 Account Number Account Title Current Balance Enclosures
 @XXXXXXXXXXXXXXXXX@ DEMAND MONEY PLUS 2,327,038.09
 @XXXXXXXXXXXXXXXXX@ BUSINESS CHECKING 944.52

***** CHECKING ACCOUNT *****

Account Title: Home Warranty Administrator of NV Inc

DEMAND MONEY PLUS		Number of Enclosures	0
Account Number	@XXXXXXXXXXXXXXXXX@	Statement Dates	7/05/17 thru 8/06/17
Previous Balance	2,250,864.12	Days in the statement period	33
1 Deposits/Credits	75,442.90	Average Ledger	2,310,303.98
Checks/Debits	.00	Average Collected	2,310,303.98
Service Charge	.00	Interest Earned	731.07
Interest Paid	731.07	Annual Percentage Yield Earned	0.35%
Current Balance	2,327,038.09	2017 Interest Paid	3,008.77

Activity in Date Order		
Date	Description	Amount
7/12	Trsf from CHW Operating	75,442.90
	Confirmation number 712170292	
8/06	Interest Deposit	731.07

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
7/05	2,250,864.12	7/12	2,326,307.02	8/06	2,327,038.09

* * * END OF STATEMENT * * *

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EXHIBIT 35

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YOUR HOME SERVICE AGREEMENT

EX 35



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CHOICE HOME WARRANTY

America's Choice in Home Warranty Protection

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear Test Account,

Welcome to Choice Home Warranty! You made a wise decision when you chose to protect your home with a home warranty. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

To obtain the most value from your new home warranty, please take a moment to read and understand your coverage. Your coverage is dependant on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us toll-free at (888)-531-5403. We are available 24 hours a day, 7 days a week, 365 days a year, or simply log on to our website located at www.ChoiceHomeWarranty.com and file your claim online.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

Contract Number: 123456789

Contract Term: 01/01/2011 – 01/01/2012

Covered Property:

123 Main Street

City, State 12345

Property Type: Single Family

Rate: \$430.00

Service Call Fee: \$60.00

Coverage Plan: Gold Plan

Includes: Air Conditioning System, Heating System, Electrical System, Plumbing System, Plumbing Stoppage, Water Heater, Whirlpool Bathtub, Refrigerator Oven/Range/Stove, Cooktop, Dishwasher, Garbage Disposal, Built-In-Microwave, Clothes Washer, Clothes Dryer, Ductwork, Garage Door Opener, Ceiling & Exhaust Fans

Optional Coverage: None

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Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 510 Thornall Street, Edison, NJ 08837.

A. COVERAGE

During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as such systems and components:

1. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and
2. Become inoperative due to normal wear and tear; and
3. Are in place and in proper working order on the effective date of this home warranty contract. This contract does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE PROVIDER and are not ourselves undertaking to repair or replace any such systems or components. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read your contract carefully. NOTE: This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty.

B. COVERAGE PERIOD

Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fees and continues for 365 days from that date. Your coverage may begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date.

C. SERVICE CALLS - TO REQUEST SERVICE: 1-888-531-5403

1. You or your agent (including tenant) must notify The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-866-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.
5. You will pay a trade service call fee ("Service Fee") per claim (amount shown on page one) or the actual cost, whichever is less. The Service Fee is for each visit by Our approved Service Provider, except as noted Section C(6), and is payable to the Us approved Service Provider at the time of each visit. The service fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The service fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a service contractor is in route to your home or at your home.
6. If service work performed under this contract should fail, then We will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

D. COVERAGE (COVERAGE DEPENDANT ON PLAN)

The Coverage is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at Our sole discretion; certain limitations of liability apply to Covered systems and appliances.

1. CLOTHES DRYER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Venting - Lint screens - Knobs and dials - Doors - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

2. CLOTHES WASHER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Wine coolers or mini refrigerators - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and internet connection components.

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4. AIR CONDITIONING/COOLER

NOTE: Not exceeding 5 (five) ton capacity and designed for residential use.

INCLUDED: Ducted electric central air conditioning ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices - Thermal expansion valves - Refrigerant conversion - Leak detections - Water leaks - Drain line stoppages - Maintenance - Noise. No more than two systems covered unless purchased separately at time of enrollment. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

5. HEATING SYSTEM OR BUILT-IN WALL UNIT

NOTE: Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.

INCLUDED: All components and parts necessary for the operation of the heating system. For units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating - Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems - Chimneys - Pellet stoves - Cable heat (in ceiling) - Wood stoves (even if only source of heating) - Calcium build-up - Maintenance. **NOTE: We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems.**

6. WATER HEATER (Gas and/or Electric)

INCLUDED: All components and parts, including circulating pumps, except:

EXCLUDED: Access - Insulation blankets - Pressure reducing valve - Sediment build-up - Rust and corrosion - Main, Holding or storage tanks - Vents and flues - Thermal expansion tanks - Low boy and/or Squat water heaters - Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines - Tankless water heaters.

7. ELECTRICAL SYSTEM

INCLUDED: All components and parts, including built-in bathroom exhaust fans, except:

EXCLUDED: Fixtures - Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and door bell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub-panels - Broken and/or severed wires - Rerunning of new wiring for broken wires - Wire tracing - Garage door openers - Central vacuum systems - Damages due to power failure or surge - Circuit Overload. **We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.**

8. PLUMBING SYSTEM/STOPPAGE

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except:

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) - Access to drain or sewer lines from vent or removal of water closets - Cost to locate, access or install ground level clean out - Slab leaks - Polybutylene or Quest piping - Galvanized drain lines - Hose Bibs - Drum traps - Flange - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Faucets, fixtures, cartridges, shower heads & shower arms - Baskets and strainers - Popup assemblies - Bathtubs and showers - Cracked porcelain - Glass - Shower enclosures and base pans - Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Holding or storage tanks - Saunas and/or steam rooms. **NOTE: We will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.** Our authorized Service Provider will close the access opening and return it to rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

9. BUILT-IN MICROWAVE

INCLUDED: All components and parts, except:

EXCLUDED: Doors - Hinges - Handles - Doors - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or counter top units - Arcing - Meat probe assemblies - Rotisseries.

10. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing).

INCLUDED: All components and parts, except:

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EXCLUDED: Clocks (unless they affect the cooking function of the unit) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Door seals - Doors - Hinges - Lighting and handles - Glass - Sensi-heat burners will only be replaced with standard burners.

11. DISHWASHER

INCLUDED: All components and parts, except:

EXCLUDED: Racks - Baskets - Rollers - Hinges - Handles - Doors - Door gaskets - Glass - Damage caused by broken glass - Cleaning.

12. GARBAGE DISPOSAL

INCLUDED: All components and parts, including entire unit, except:

EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.

13. CEILING AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings - Blades, except:

EXCLUDED: Fans - Blades - Belts - Shutters - Filters - Lighting. Note: Builder's standard is used when replacement is necessary.

14. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills, except:

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Vents, flues and breaching - Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement. Our authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

15. GARAGE DOOR OPENER

INCLUDED: All components and parts, except:

EXCLUDED: Garage doors - Hinges - Springs - Sensors - Chains - Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices.

16. GREEN

INCLUDED: If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, Dishwasher, Heating System, and Water Heater) breaks down per Section A above and subject to all other contract inclusions, exclusions and limitations, and it can not be repaired, We will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except:

EXCLUDED: All other contract limitations of liability and exclusions apply.

E. OPTIONAL COVERAGE (Requires Additional Payment)

NOTE: You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by Us and such Coverage shall expire upon expiration of Coverage period in Section B.

1. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater - Pump - Motor - Filter - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable or above ground pools/spas - Control panels and electronic boards - Lights - Liners - Maintenance - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems - Pool cover and related equipment - Fill line and fill valve - Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads - Turbo valves, skimmers, chlorinators, and ionizers - Fuel storage tanks - Disposable filtration mediums - Cracked or corroded filter casings - Grids - Cartridges - Heat pump - Salt water systems. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

2. SEPTIC TANK PUMPING

INCLUDED: Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then we will pump the septic tank one time during the term of the plan.

Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch.

EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups - Disposal of waste - Chemical treatments - Tanks - Leach lines - Cess pools - Mechanical pumps/systems. Limited to a total of \$200 maximum.

3. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:

EXCLUDED: Holding or storage tanks - Digging - Locating pump - Pump retrieval - Redrilling of wells - Well casings - Pressure tanks - Pressure switches and gauges - Check valve - Relief valve - Drop pipe - Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump - Booster pumps - Well pump and well pump components for geothermal and/or water source heat pumps. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

4. SUMP PUMP

INCLUDED: Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

EXCLUDED: Sewerage ejector pumps - Portable pumps - Backflow preventers - Check valves - Piping modifications for new installs.

5. CENTRAL VACUUM

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INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork – Hoses – Blockages – Accessories.

6. LIMITED ROOF LEAK (Single Family Homes Only)

INCLUDED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches – Patios – Cracked and/or missing material – Foam roofs – Tar and gravel or metal roof – Cemwood shakes – Masonite shingles – Flat or built-up roof – Structural leaks adjacent to or caused by appendages of any kind – Downspouts – Flashing – Gutters – Skylights – Decks – Patio covers – Solar equipment – Roof jacks – Antennae – Satellite components – Chimneys – Partial roof replacement – Preventative maintenance.

NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

7. STAND ALONE FREEZER

INCLUDED: All parts and components that affect the operation of the unit, except:

EXCLUDED: Ice-makers, crushers, dispensers and related equipment – Internal shell – Racks – Shelves – Glass displays – Lights – Knobs and caps – Dials – Doors – Door seals and gaskets – Door hinges – Door handles – Glass – Condensation pans – Clogged drains and clogged lines – Grates – Food spoilage – Freon – Disposal and recapture of Freon.

8. SECOND REFRIGERATOR

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks – Shelves – Lighting and handles – Freon – Ice makers, ice crushers, beverage dispensers and their respective equipment – Water lines and valve to ice maker – Line restrictions – Leaks of any kind – Interior thermal shells – Freezers which are not an integral part of the refrigerator – Food spoilage – Doors – Door seals and gaskets – Hinges – Glass – Audio/Visual equipment and internet connection components.

9. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump – Jet pump – Aerobic pump – Septic tank and line from house.

EXCLUDED: Leach lines – Field lines – Lateral lines – Tile fields and leach beds – Insufficient capacity – Clean out – Pumping. **We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.**

F. LIMITATIONS OF LIABILITY

1. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.

2. We are not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.

3. At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by We will close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.

4. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

5. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.

6. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.

7. We are not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. We are not liable for any failure to obtain timely service due to conditions beyond Our control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

8. We are not liable for repair of conditions caused by chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightening, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

9. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, We will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

10. We are not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.

11. We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

12. We are not liable for normal or routine maintenance. We will not pay for repairs or failures that result from the Contract holder's failure to perform normal or routine maintenance. For example, you are responsible for providing maintenance and cleaning pursuant to

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manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement.

13. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$1,000 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, and etc.

14. We reserve the right to obtain a second opinion at Our expense.

15. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

16. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

17. We are not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

18. We will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.

19. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$1500 per contract item for access, diagnosis and repair or replacement.

G. Mediation

In the event of a dispute over claims or coverage you agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the State of Nevada.

Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association in the state of Nevada under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

2. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.

3. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

H. Severability

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

I. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits.

2. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. If the contract is for duplex, triplex, or fourplex dwelling, then every unit with in such dwelling must be covered by Our contract with applicable optional coverage for coverage to apply to common systems and appliances.

2. If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

3. Except as otherwise provided in this section, common systems and appliances are excluded.

K. TRANSFER OF CONTRACT & RENEWALS

1. If your covered property is sold during the term of this contract You must notify Us of the change in ownership and submit the name of the new owner by phoning 1-866-681-3656 in order to transfer coverage to the new owner.

2. You may transfer this contract at any time. There is no fee to transfer contract.

3. This contract may be renewed at Our option and where permitted by state law. In that event You will be notified of the prevailing rate and terms for renewal.

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4. If You select the monthly payment option and We elect to renew your contract, We will notify You of applicable rate and terms of renewal during the tenth month of your contract. You will automatically be renewed for a monthly coverage period unless You notify Us in writing 30 days prior to the expiration of the contract. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

L. CANCELLATION

This is a service contract for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. You may cancel within the first 30 days of the order date for a refund of the paid contract fees. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

This contract shall be non-cancelable by Us except for:

1. Failure by You to pay an amount when due.
2. You are convicted of a crime which results in an increase in the service required under the service contract.
3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.
4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.

If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.

All cancellation requests must be submitted in writing.

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EXHIBIT 36

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BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRUCE H. BRESLOW
Director

BARBARA D. RICHARDSON
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE
1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

Bulletin 17-002

May 31, 2017

CERTIFICATE OF REGISTRATION FOR SERVICE CONTRACT PROVIDERS


This bulletin serves to remind service contract providers of the requirements for renewing a Certificate of Registration issued pursuant to Chapter 690C of the Nevada Revised Statutes.

Pursuant to NRS 690C.160(3), a Certificate of Registration to act as a service contract provider in Nevada is valid for *one year* after the Commissioner issues the certificate. A provider who wishes to renew its Certificate of Registration *must* submit the following to the Commissioner *on or before* the date the certificate expires:

- The renewal application on the form prescribed by the Commissioner;
- The renewal fee set forth in NRS 690C.160, currently \$1000; and
- The Administrative and Enforcement fee prescribed in NRS 680C.110(4)(y), currently \$1300.

There is no grace period for renewing a Certificate of Registration. If the renewal application and fees are not received by the Division of Insurance by the expiration date, the Certificate of Registration automatically *expires* as a matter of law, the provider's status changes to "inactive", and the provider is no longer lawfully allowed to issue, sell, or offer for sale service contracts in Nevada. A provider whose Certificate of Registration expires must surrender its original Certificate of Registration to the Division. After expiration occurs, a new application pursuant to NRS 690C.160 would be required in order to obtain a new Certificate of Registration.

A provider who continues to sell service contracts after its Certificate of Registration has expired is in violation of NRS 690C.150. In accordance with NRS 690C.325, the Commissioner may refuse to renew or may suspend, limit or revoke a provider's certificate for violation of any provision of Chapter 690C or may levy an administrative fine of \$1000 for each act or violation.


BARBARA D. RICHARDSON
Commissioner of Insurance

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EXHIBIT 37

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YOUR HOME SERVICE AGREEMENT



CHOICE HOME WARRANTY

EX 37

America's Choice in Home Warranty Protection

Gary Huss
1520 South Red Rock Drive
Pahrump, NV 89048

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear Gary Huss,

Welcome to Choice Home Warranty! You made a wise decision when you chose to protect your home with a CHW Warranty. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us toll-free at (888)-531-5403. We are available 24 hours a day, 7 days a week, 365 days a year, or simply log on to our website located at www.ChoiceHomeWarranty.com and file your claim online.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

Contract Number: 8438217

Contract Term: 07/27/2016 - 09/27/2017

Covered Property:

1520 South Red Rock Drive
Pahrump, NV 89048

Property Type: Single Family

Rate: \$380.00

Service Call Fee: \$45.00

Coverage Plan: Total Plan

Includes: Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub

Optional Coverage: Well Pump; Stand Alone Freezer;

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Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

A. COVERAGE

During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as such systems and components:

1. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and
2. Become inoperative due to normal wear and tear; and
3. Are in place and in proper working order on the effective date of this home warranty contract. This contract does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE PROVIDER and are not ourselves undertaking to repair or replace any such systems or components. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read your contract carefully. NOTE: This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty.

B. COVERAGE PERIOD

Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fees and continues for 365 days from that date. Your coverage may begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date.

C. SERVICE CALLS – TO REQUEST SERVICE: 1-888-531-5403

1. You or your agent (including tenant) must notify The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-866-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.
5. You will pay a trade service call fee ("Service Fee") per claim (amount shown on page one) or the actual cost, whichever is less. The Service Fee is for each visit by Our approved Service Provider, except as noted Section C(6), and is payable to the Us approved Service Provider at the time of each visit. The service fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The service fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a service contractor is in route to your home or at your home.
6. If service work performed under this contract should fail, then We will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

D. COVERAGE (COVERAGE DEPENDANT ON PLAN)

The Coverage is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at Our sole discretion; certain limitations of liability apply to Covered systems and appliances.

1. CLOTHES DRYER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Venting - Lint screens - Knobs and dials - Doors - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

2. CLOTHES WASHER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Wine coolers or mini refrigerators - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and internet connection components.

4. AIR CONDITIONING/COOLER

NOTE: Not exceeding 5 (five) ton capacity and designed for residential use.

INCLUDED: Ducted electric central air conditioning ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices - Thermal expansion valves - Refrigerant conversion - Leak detections - Water leaks - Drain line stoppages - Maintenance - Noise. No more than two systems covered unless purchased separately at time of enrollment. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

5. HEATING SYSTEM OR BUILT-IN WALL UNIT

NOTE: Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.

INCLUDED: All components and parts necessary for the operation of the heating system. For units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, refilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating - Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills -

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Clocks - Timers -- Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents -- Improperly sized heating systems -- Mismatched systems - Chimneys -- Pellet stoves - Cable heat (in ceiling) - Wood stoves (even if only source of heating) - Calcium build-up - Maintenance. **NOTE: We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems.**

6. WATER HEATER (Gas and/or Electric)

INCLUDED: All components and parts, including circulating pumps, except:

EXCLUDED: Access -- Insulation blankets -- Pressure reducing valve -- Sediment build-up -- Rust and corrosion - Main, Holding or storage tanks - Vents and flues - Thermal expansion tanks - Low boy and/or Squat water heaters - Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines - Tankless water heaters.

7. ELECTRICAL SYSTEM

INCLUDED: All components and parts, including built-in bathroom exhaust fans, except:

EXCLUDED: Fixtures - Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and door bell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub-panels -- Broken and/or severed wires - Rerunning of new wiring for broken wires -- Wire tracing - Garage door openers -- Central vacuum systems - Damages due to power failure or surge -- Circuit Overload. **We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.**

8. PLUMBING SYSTEM/STOPPAGE

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angula stops, rinses and gate valves - Permanently installed interior sump pumps - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except:

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) -- Access to drain or sewer lines from vent or removal of water closets - Cost to locate, access or install ground level clean out -- Slab leaks - Polybutylene or Quest piping -- Galvanized drain lines - Hose Bibs - Drum traps - Flange- Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots -- Faucets, fixtures, cartridges, shower heads & shower arms - Baskets and strainers - Popup assemblies - Bathtubs and showers -- Cracked porcelain - Glass - Shower enclosures and base pans -- Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Holding or storage tanks - Saunas and/or steam rooms. **NOTE: We will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement. Our authorized Service Provider will close the access opening and return it to rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.**

9. BUILT-IN MICROWAVE

INCLUDED: All components and parts, except:

EXCLUDED: Doors -- Hinges -- Handles -- Doors -- Door glass -- Lights - Interior linings -- Trays - Clocks - Shelves - Portable or counter top units -- Arcing - Meat probe assemblies - Rotisseries.

10. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing).

INCLUDED: All components and parts, except:

EXCLUDED: Clocks (unless they affect the cooking function of the unit) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Door seals -- Doors -- Hinges - Lighting and handles -- Glass - Sensi-heat burners will only be replaced with standard burners.

11. DISHWASHER

INCLUDED: All components and parts, except:

EXCLUDED: Racks - Baskets -- Rollers -- Hinges -- Handles -- Doors -- Door gaskets -- Glass - Damage caused by broken glass - Cleaning.

12. GARBAGE DISPOSAL

INCLUDED: All components and parts, including entire unit, except:

EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.

13. CEILING AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings -- Blades, except:

EXCLUDED: Fans - Blades - Belts - Shutters - Filters - Lighting. **Note: Builders standard is used when replacement is necessary.**

14. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills, except:

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork -- Vents, flues and breaching -- Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. **With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement. Our authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.**

15. GARAGE DOOR OPENER

INCLUDED: All components and parts, except:

EXCLUDED: Garage doors - Hinges - Springs - Sensors - Chains -- Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices.

16. GREEN

INCLUDED: If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, Dishwasher, Heating System, and Water Heater) breaks down per Section A above and subject to all other contract inclusions, exclusions and limitations, and it can not be repaired, We will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except:

EXCLUDED: All other contract limitations of liability and exclusions apply.

E. OPTIONAL COVERAGE (Requires Additional Payment)

NOTE: You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by Us and such Coverage shall expire upon expiration of Coverage period in Section B.

1. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater -- Pump - Motor - Filter - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable or above ground pools/spas - Control panels and electronic boards - Lights - Liners -- Maintenance - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems - Pool cover and related equipment - Fill line and fill valve - Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads -- Turbo valves, skimmers, chlorinators, and ionizers - Fuel storage tanks -- Disposable filtration mediums -- Cracked or corroded filter

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casings – Grids – Cartridges – Heat pump – Salt water systems. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

2. SEPTIC TANK PUMPING

INCLUDED: Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then we will pump the septic tank one time during the term of the plan.

Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch.

EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups - Disposal of waste - Chemical treatments – Tanks - Leach lines – Cess pools - Mechanical pumps/systems. Limited to a total of \$200 maximum.

3. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:

EXCLUDED: Holding or storage tanks - Digging – Locating pump – Pump retrieval - Redrilling of wells - Well casings - Pressure tanks – Pressure switches and gauges – Check valve – Relief valve – Drop pipe - Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump - Booster pumps - Well pump and well pump components for geothermal and/or water source heat pumps. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

4. SUMP PUMP

INCLUDED: Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

EXCLUDED: Sewerage ejector pumps - Portable pumps – Backflow preventers – Check valves - Piping modifications for new installs.

5. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork – Hoses - Blockages – Accessories.

6. LIMITED ROOF LEAK (Single Family Homes Only)

INCLUDED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches - Patios – Cracked and/or missing material - Foam roofs - Tar and gravel or metal roof - Cemwood shakes - Masonite shingles - Flat or built-up roof - Structural leaks adjacent to or caused by appendages of any kind – Downspouts - Flashing – Gutters – Skylights – Decks - Patio covers - Solar equipment - Roof jacks – Antennae - Satellite components – Chimneys – Partial roof replacement - Preventative maintenance.

NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

7. STAND ALONE FREEZER

INCLUDED: All parts and components that affect the operation of the unit, except:

EXCLUDED: Ice-makers, crushers, dispensers and related equipment - Internal shell – Racks – Shelves - Glass displays – Lights - Knobs and caps – Dials – Doors - Door seals and gaskets - Door hinges - Door handles – Glass - Condensation pans – Clogged drains and clogged lines – Grates - Food spoilage - Freon - Disposal and recapture of Freon.

8. SECOND REFRIGERATOR

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions – Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator – Food spoilage – Doors - Door seals and gaskets – Hinges - Glass – Audio/Visual equipment and internet connection components.

9. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house.

EXCLUDED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

F. LIMITATIONS OF LIABILITY

1. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.

2. We are not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.

3. At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by We will close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.

4. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

5. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.

6. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.

7. We are not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. We are not liable for any failure to obtain timely service due to conditions beyond Our control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

8. We are not liable for repair of conditions caused by chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

9. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, We will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

10. We are not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.

11. We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

12. We are not liable for normal or routine maintenance. We will not pay for repairs or failures that result from the Contract holder's failure to perform normal or routine maintenance. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement.

13. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$1,000 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, and etc.

14. We reserve the right to obtain a second opinion at Our expense.

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YOUR HOME SERVICE AGREEMENT

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15. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

16. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

17. We are not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

18. We will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.

19. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$1500 per contract item for access, diagnosis and repair or replacement.

G. Mediation

In the event of a dispute over claims or coverage you agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the State of Nevada.

Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association in the state of Nevada under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

2. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys fees.

3. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

H. Severability

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

I. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits.

2. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. If the contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by Our contract with applicable optional coverage for coverage to apply to common systems and appliances.

2. If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

3. Except as otherwise provided in this section, common systems and appliances are excluded.

K. TRANSFER OF CONTRACT & RENEWALS

1. If your covered property is sold during the term of this contract You must notify Us of the change in ownership and submit the name of the new owner by phoning 1-866-681-3656 in order to transfer coverage to the new owner.

2. You may transfer this contract at any time. There is no fee to transfer contract.

3. This contract may be renewed at Our option and where permitted by state law. In that event You will be notified of the prevailing rate and terms for renewal.

4. If You select the monthly payment option and We elect to renew your contract, We will notify You of applicable rate and terms of renewal during the tenth month of your contract. You will automatically be renewed for a monthly coverage period unless You notify Us in writing 30 days prior to the expiration of the contract. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

L. CANCELLATION

This is a service contract for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. You may cancel within the first 30 days of the order date for a refund of the paid contract fees. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

This contract shall be non-cancelable by Us except for:

1. Failure by You to pay an amount when due.

2. You are convicted of a crime which results in an increase in the service required under the service contract.

3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.

4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.

5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.

If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.

All cancellation requests must be submitted in writing.

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25(1)(b) and 25(1)(d), I, the undersigned, hereby certify that I electronically filed the foregoing **APPELLANT'S APPENDIX (VOLUME II OF XIV)** with the Clerk of Court for the Supreme Court of Nevada by using the Supreme Court of Nevada's E-filing system on May 12, 2020.

I further certify that all participants in this case are registered with the Supreme Court of Nevada's E-filing system, and that service has been accomplished to the following individuals through the Court's E-filing System as indicated below:

Via Electronic Filing System:

Richard P. Yien
Joanna N. Grigoriev

/s/ Joyce Heilich
An Employee of Holland & Hart LLP