

PROFESSIONAL SERVICES RETENTION AGREEMENT

THIS AGREEMENT by and between the COUNTY OF SISKIYOU (hereinafter referred to as "County"), and Adam Pressman and the firm of SWANSON LAW OFFICE, a firm engaged in the practice of law in the State of California, at 2515 Park Marina Dr, Ste 102, Redding, CA 96001 (hereinafter referred to as "Attorney").

WHEREAS, the County Counsel requires assistance in the representation of the Office of Public Guardian/Conservator and in specialized legal counseling and advisement of County departments, including the Sheriff's Department and Personnel; and,

WHEREAS, it has been determined that Attorney has the expertise to render the necessary representation and specialized legal counseling and advisement; and,

WHEREAS, Attorney is qualified by education, training, and experience and is competent to perform such services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Services. Pursuant to this Agreement, Attorney, upon request shall provide to the County specialized legal counseling and advisement services of County departments, including the Sheriff's Department and Personnel, and representation to the Public Guardian/Conservator based upon the County's determination and need for such services. County makes no guarantee or warranty of any nature that any minimum level or amount of services or work will be requested of Attorney by County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Attorney the performance of any services, even if County should have some need for such service or work during the term of this Agreement.

Services and work provided by Attorney at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. Term. This Agreement is entered into on the date signed by all parties to it, and shall terminate on December 31, 2024, unless terminated earlier pursuant to Paragraph 16, or unless extended by the parties pursuant to Paragraph 25 (Amendment).

3. Legal Fees. Attorney shall be compensated for such services in a sum not to exceed Forty Thousand Dollars (\$40,000.00), with the County Counsel to review and audit the billings. Said amount shall not be exceeded without prior approval of the Board of Supervisors. See Exhibit "A" attached hereto for hourly rate(s).

When it appears that the maximum amount payable under this contract may be exceeded, Attorney shall give County Counsel thirty (30) days' notice of such, together with reasons supporting the need for additional funds. The purpose of this notice is intended to avoid the interruption of necessary legal services while allowing the Board of Supervisors to exercise its discretion in advance of the expenditure of such funds.

4. Costs and Expenses. County shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, fees fixed by law or assessed by public agencies, long distance telephone calls,

messenger and other delivery fees, postage, and for travel expenses and per diem which Attorney reasonably incurs in providing services and work requested by County pursuant to this Agreement.

Except as expressly provided in this Agreement, Attorney shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Attorney shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leave of absence of any type or kind whatsoever.

5. Statement Billing and Payment.

(A) Billing and Payment. Attorney shall submit to County, once a month, an itemized statement of all hours spent by Attorney in performing services and work described in Exhibit "B", which were done at County's request. This statement will be submitted to County as expeditiously as possible. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. This statement will identify the date of which the hours were worked and describe the nature of the work which was performed on each day. Attorney's statement to County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by the Attorney during that period. The itemized statement for travel expenses and per diem will include copies of receipts for lodging, meals, and other incidental expenses in accordance with County's accounting procedures and rules. Contractor shall be paid within 30 days of County Auditor's receipt of said statement and claim form completed by the department.

(B) Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Attorney under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Attorney under this Agreement will exceed One Thousand Four Hundred Ninety Nine and no/100 Dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Attorney under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. County has no responsibility or liability for payment of Attorney's taxes or assessments.

(4) The total amounts paid by County to Attorney, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

6. Work Schedule. Attorney's obligation is to perform, in a timely manner, those services which are requested by County. It is understood by Attorney that the performance of these services and work will require a varied schedule. Attorney will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

7. Required Licenses, Certificates and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Attorney to provide the services must be procured by Attorney and be valid at the time Attorney enters into this Agreement. Further, during the term of this Agreement, Attorney must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Attorney at no expense to County. Attorney will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services. Where there is a dispute between Attorney and County as to what licenses, certificates, and permits are required to perform the services, County reserves the right to make such determinations for purposes of this Agreement.

8. Office Space, Supplies, Equipment, Etc. Attorney shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Attorney to provide the services under this Agreement. County is not obligated to reimburse or pay Attorney, for any expense or cost incurred by Attorney in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Attorney in providing and maintaining such items is the sole responsibility and obligation of Attorney.

9. County Property.

(A) Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc., provided to Attorney by County pursuant to this Agreement are, and at the termination of this Agreement, remain the sole and exclusive property of County. Attorney will use reasonable care to protect, safeguard and maintain such items while they are in Attorney's possession. Attorney will be financially responsible for any loss or damage to such items, partial or total, which is the result of Attorney's negligence.

(B) Products of Attorney's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Attorney's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. At the termination of the Agreement, Attorney will convey possession and title to all such properties to County.

10. Workers' Compensation. Attorney shall provide workers' compensation insurance coverage, in the legally required amount, for all Attorney's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Attorney acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Attorney has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Attorney, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage.

11. Insurance.

(A) General Liability. Attorney shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Attorney under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$100,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Attorney under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". County will be named as "an additional named insureds" on this policy. Attorney will provide County a copy of the policy and a certificate of insurance showing County as "additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to County.

(B) Business Auto. If Attorney utilizes a motor vehicle in performing any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Attorney owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

A certificate of insurance shall be provided to County at least ten (10) days prior to the start of services to be performed by Attorney. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to County.

(C) Professional Liability. If Attorney is required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement a professional liability insurance policy with a minimum coverage level of \$1,000,000.00. Proof of such insurance shall be provided to county at least ten (10) days prior to the start of any work by Attorney.

12. Status of Attorney. All acts of Attorney, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as

agents, officers, or employees of County. Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Attorney has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Attorney. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer--employee relationship or a joint venture. As an independent contractor:

(A) Attorney shall determine the method, details, and means of performing the work and services to be provided by Attorney under this Agreement.

(B) Attorney shall be responsible to County only for the requirements and results specified in this Agreement and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Attorney in fulfillment of this Agreement.

(C) Attorney, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

13. Records and Audits.

(A) Records. Attorney shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Attorney shall maintain these records for a minimum of five (5) years from the termination or completion of this Agreement. Attorney may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

(B) Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Attorney, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Attorney. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. Nondiscrimination. During the performance of this Agreement, Attorney, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Attorney and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Attorney shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

15. Cancellation. This Agreement may be canceled by County without cause, and at will, for any reason by giving to Attorney thirty (30) days written notice of such intent to cancel. Attorney may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

16. Assignment. This is an agreement for services of Attorney. County has relied upon the skills, knowledge, experience, and training of Attorney as an inducement to enter into this Agreement. Attorney shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Attorney shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

17. Default. If the Attorney abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Attorney in default and terminate this Agreement upon five (5) days written notice to Attorney. Upon such termination by default, County will pay to Attorney all amounts owing to Attorney for services and work satisfactorily performed to the date of termination.

18. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 27 below.

19. Confidentiality. Attorney agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Attorney in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Attorney agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Attorney only with the express written consent of County.

20. Conflicts. Attorney agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

21. Post Agreement Covenant. Attorney agrees not to use any confidential, protected, or privileged information which is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Attorney agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with the County, and concerning such, Attorney by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

22. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are

severable.

23. Funding Limitation. The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Attorney of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph 26 (Amendment).

24. Attorneys' Fees. If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorneys' fees and costs incurred in connection therewith.

25. Amendment. This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

26. Notice. Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Attorney, County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to, the respective parties as follows:

TO COUNTY: County of Siskiyou
County Counsel
Natalie Reed
PO Box 659
Yreka, CA 96097

TO ATTORNEY: SWANSON LAW OFFICE
2515 Park Marina Dr, Ste 102
Redding, CA 96001

27. Conditions. This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, and shall not be paid for any legal services, except for services provided from and after the execution of this Agreement.

28. Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

SWANSON LAW OFFICE

DocuSigned by:

Jeffrey Swanson

07A24EBA38E5473...

Jeffrey Swanson

Date: 2/7/2024

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

DocuSigned by:

Angela Davis

F2688EA8968C43D...

Angela Davis, County Administrator (Date)

2/8/2024

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Natalie Reed

2/7/2024

478E0B0CDB3E476...

Natalie Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund	Org	Account	Activity Code (if applicable)
1001	103010	723000	

Encumbrance number (if applicable): _____

If not to exceed, include amount not to exceed: \$40,000.00

DocuSigned by:

Diane L. Olson

2/8/2024

3EB54D72668C410...

Diane Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:

Hayley Hudson

2/8/2024

A80B0EE74E3749E...

Hayley Hudson, Risk Management (Date)

EXHIBIT "A

SCHEDULE OF FEES

Attorney shall submit to County periodically, and not less frequently than monthly, a detailed statement of account which clearly sets forth by date the items of work performed, the amount of time (to the nearest 1/10 (0.10) of an hour) spent on each item by each attorney or paralegal who performed the work, and identification of the attorney or paralegal who performed such work and their hourly billing rate under this contract.

Attorney shall be compensated by at the following hourly rates:

- (a) \$300.00 per hour for attorneys

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EXHIBIT "B"

SERVICES TO BE PERFORMED

Upon request of County, as set forth herein, to provide specialized legal consulting and advisement services of County departments, including the Sheriff's Department and Personnel, and to provide representation to the Public Guardian/Conservator.

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THANK YOU FOR RENEWING YOUR POLICY WITH US

If you're receiving this renewal through the mail directly from The Hartford, please note that we've only attached new, changed or updated documents. These include your new declarations page, which outlines your coverage, as well as any notices and brochures with updated information. We leave out unchanged documents to help cut down on paperwork and mailing costs. You can keep the attached documents filed alongside those from your previous policy if you wish.

If you're receiving this renewal electronically, or it's been mailed by your agent, it may include all of your documents - even ones that haven't changed.

In either case, keep in mind that you can view, download or print any of these documents online. Just register or log into your account <https://business.thehartford.com> and click on "Documents". For added convenience, you can also pay your bill, request a Certificate of Insurance, check claims status, update preferences and more.



FRAUD NOTICE

The following statement is added to the policy:

CALIFORNIA NOTICE: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO NOTICE: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NEW YORK NOTICE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or the stated value of the claim for each such violation.

PENNSYLVANIA NOTICE: Any person who knowingly and with intent to injure or defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false, incomplete, or misleading information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties, including imprisonment for up to seven years and payment of a fine of up to \$15,000.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at [**www.thehartford.com/servicecenter**](http://www.thehartford.com/servicecenter). Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free **1-866-467-8730**.

**Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.**



IMPORTANT NOTICE TO POLICYHOLDERS

THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

- o A panel of third party incident response service providers
- o Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- o Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
- o White papers, blogs and webinars from leading privacy and security practitioners
- o Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

- o The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
- o Registration is required to access the Cyber Center. You may register as many users as necessary.
- o Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.

Spectrum®

Business Owner's Policy





PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

POLICY NUMBER: 57 SBA AW3655



**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN
RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK
INSURANCE ACT.**

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:

\$ 13.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS

ERISA - EMPLOYEE DISHONESTY

You are receiving this notice because your renewal policy contains ERISA-EMPLOYEE DISHONESTY.

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that sets rules and standards of conduct for private sector employee benefit plans and those that invest and manage their assets. One of ERISA's requirements is that people who handle plan funds and other property must be covered by a fidelity bond to protect the plan from losses due to fraud or dishonesty.

Please be advised that on or before the beginning of each plan year, the plan administrator or other plan fiduciary must ensure that the plan has the legally required bonding amount for the individuals who will handle the plan's funds and other property. If necessary, the plan administrator or other plan fiduciary may need to obtain appropriate adjustments or additional protection to ensure that the coverage will be in compliance for the new plan year.

If you wish to adjust the amount of your ERISA fidelity bond, please reach out to your agent or Hartford representative.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

55 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
36 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
AW insurance company of The Hartford Insurance Group shown below.

SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 57 SBA AW3655 SC



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: JEFFERY J. SWANSON
(No., Street, Town, State, Zip Code) ATTORNEY AT LAW
2515 PARK MARINA DR. STE. 102
REDDING CA 96001

Policy Period: From 06/26/23 To 06/26/24 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: INTERWEST INS SVCS LLC/REDDING
Code: 121571

Previous Policy Number: 57 SBA AW3655

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$662 **DISCOUNT APPLIED:** PAID IN FULL

Countersigned by *Susan L. Castaneda*
Authorized Representative

04/05/23
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

2515 PARK MARINA DR STE 102
REDDING CA 96001

Description of Business:

Lawyers & Law Firms

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 51,000

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO THIS LOCATION

STRETCH COVERAGES

FORM: SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS
COVERAGE:

\$ 50,000

FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.

INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 Building: 001

2515 PARK MARINA DR STE 204
REDDING CA 96001

Description of Business:

Lawyers & Law Firms

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 3,500

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO THIS LOCATION

STRETCH COVERAGES

FORM: SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS
COVERAGE:

\$ 50,000

FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.

INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO ALL LOCATIONS

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE
COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:

12 MONTHS ACTUAL LOSS SUSTAINED

ACTION OF CIVIL AUTHORITY:
EXTENDED BUSINESS INCOME:

30 DAYS
30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS

HAZARDOUS SUBSTANCES
EXPEDITING EXPENSES

\$ 50,000
\$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE
FORM SS 41 12

\$ 15,000

COMPUTERS AND MEDIA COVERAGE
FORM SS 04 41
DEDUCTIBLE: \$ 1,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

HIRED/NON-OWNED AUTO LIABILITY \$1,000,000

**UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06**

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

**ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS
LIABILITY COVERAGE IN THIS POLICY.**

LOCATION 001 BUILDING 001

TYPE MANAGER LESSOR

NAME SEE FORM IH 12 00

TYPE PERSON ORGANIZATION

NAME SEE FORM IH 12 00

SPECTRUM POLICY DECLARATIONS (Continued)**POLICY NUMBER:** 57 SBA AW3655**Form Numbers of Forms and Endorsements that apply:**

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 00 45 12 06	SS 00 60 09 15	SS 00 61 07 19	SS 00 64 09 16
SS 84 01 09 07	SS 01 21 02 20	SS 42 06 03 17	SS 04 08 09 07
SS 04 19 04 09	SS 04 22 07 05	SS 04 30 07 05	SS 04 38 09 09
SS 04 39 07 05	SS 04 41 03 18	SS 04 42 03 17	SS 04 44 07 05
SS 04 45 07 05	SS 04 46 09 14	SS 04 47 04 09	SS 04 80 03 00
SS 04 86 03 00	SS 40 18 07 05	SS 40 93 07 05	SS 41 12 06 22
SS 41 51 10 09	SS 41 63 06 11	IH 10 01 09 86	SS 05 13 04 01
SS 05 47 09 15	SS 51 11 03 17	G-4190-0	IH 12 05 02 21
SS 50 19 01 15	IH 99 40 04 09	IH 99 41 04 09	SS 83 76 01 15
SS 89 93 07 16			
IH 12 00 11 85 ADDITIONAL INSURED - MANAGER/LESSOR			

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBA AW3655

SUPPLEMENTAL DECLARATIONS:

A service fee of \$ 7.00 is charged for each installment when your premium is paid in installments. The service fee is \$ 5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.



STRETCH SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Stretch Coverage form SS 04 08 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 08 to determine the scope of your insurance protection.

The Limit of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Coverage	Limit
Accounts Receivable – On/Off-Premises	\$ 25,000
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Computers and Media	\$ 10,000
Debris Removal	\$ 25,000
Employee Dishonesty (including ERISA)	\$ 10,000
Fine Arts	\$ 10,000
Forgery	\$ 10,000
Laptop Computers – World-Wide Coverage	\$ 5,000
Off Premises Utility Services – Direct Damage	\$ 10,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Personal Property of Others	\$ 10,000
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 1,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 15,000
Temperature Change	\$ 10,000
Tenant Building and Business Personal Property Coverage- Required by Lease	\$ 20,000
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 2,500
Valuable Papers and Records – On/Off-Premises	\$ 25,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 20,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 15,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 10,000/7 days
Business Income from Dependent Properties	\$ 25,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	60 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included

72387007
BR04 R W PS 2

Policy Number: EIG 2732045 05

EMPLOYERS
P.O. Box 539003
Henderson, NV 89053-9003

ROAMNET INS MARKETING PROG
3110 E GUASTI ROAD SUITE 500
ONTARIO, CA 91709

AGENCY COPY OF PHYSICAL DOCUMENTS SUPPRESSED.



EMPLOYERS PREFERRED INS. CO.
A Stock Company

**Workers' Compensation and Employers Liability
Insurance Policy**

Policy Number	Policy Period From To
EIG 2732045 05	01/01/2024 01/01/2025 <small>12:01A.M. Standard Time at the address of the Insured as stated herein</small>

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier #	31283	WCIRB CARRIER#	00920	PRIOR POLICY NUMBER EIG273204504
1. Named Insured and Address			Agent	
CHARLES E METRO INVESTMENT COM METRO MINI STORAGE 5850 MOUNTAIN VIEW DR REDDING CA 96003-2701			ROAMNET INS MARKETING PROG 7238700 3110 E GUASTI ROAD SUITE 500 ONTARIO, CA 91709 Telephone: 9099876111	
Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	31283	942678974		CORPORATION

Additional Locations:

2. The Policy Period is from 01/01/2024 to 01/01/2025 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part TWO are:
- | | | |
|---------------------------|--------------|---------------|
| Bodily Injury by Accident | \$ 1,000,000 | each accident |
| Bodily Injury by Disease | \$ 1,000,000 | policy limit |
| Bodily Injury by Disease | \$ 1,000,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$ 750	Expense Constant	\$ 160
		Premium Discount	\$
Assessments and Taxes	\$	Total Estimated Annual Premium	\$ 2,565

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this _____ Day of _____,

Issued Date: 11/22/2023

Issuing Office **EMPLOYERS PREFERRED INS. CO.**
P.O. BOX 539003
HENDERSON, NV 89053-9003

Authorized Representative



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 2732045 05

Named Insured: CHARLES E METRO INVESTMENT COM

Agent: ROAMNET INS MARKETING PROG 7238700

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
California				
Rating Period: 01/01/2024 through 01/01/2025				
Site 00001				
8290	WAREHOUSES - SELF-STORAGE - ALL OTHER WAREHOUSES - SELF-STORAGE - ALL OTHER EMPLOYEES - INCLUDING RESIDENT EMPLOYEES, RESIDENT CLERICAL OFFICE EMPLOYEES AND RESIDENT CLERICAL TELECOMMUTER EMPLOYEES. WHEN LODGING IS PROVIDED BY THE EMPLOYER, THE TOTAL REMUNERATION SHALL INCLUDE THE MARKET VALUE OF SUCH LODGING TO THE EMPLOYEE.	57,701	3.930000	2,268.00
8740	COMMERCIAL AND RESIDENTIAL MIXED-USE BUILDING OPERATION - NOT HOMEOWNERS ASSOCIATIONS - PROPERTY MANAGEMENT SUPERVISORS - NOT RESIDENT MANAGERS OR SUPERVISORS	0	1.050000	0.00
8740	WAREHOUSES - SELF-STORAGE - PROPERTY MANAGEMENT SUPERVISORS - NOT RESIDENT MANAGERS OR SUPERVISORS	0	1.050000	0.00
8810	CLERICAL OFFICE EMPLOYEES-N.O.C.	0	0.250000	0.00
9009	COMMERCIAL PROPERTIES - N.O.C. - ALL OTHER EMPLOYEES	0	3.520000	0.00
Site 00001 Total			\$	2,268.00
Site 00002				
8290	WAREHOUSES - SELF-STORAGE - ALL OTHER WAREHOUSES - SELF-STORAGE - ALL OTHER EMPLOYEES - INCLUDING RESIDENT EMPLOYEES, RESIDENT CLERICAL OFFICE EMPLOYEES AND RESIDENT CLERICAL TELECOMMUTER EMPLOYEES. WHEN LODGING IS PROVIDED BY THE EMPLOYER, THE TOTAL REMUNERATION SHALL INCLUDE THE MARKET VALUE OF SUCH LODGING TO THE EMPLOYEE.	0	3.930000	0.00
8740	COMMERCIAL AND RESIDENTIAL MIXED-USE BUILDING OPERATION - NOT HOMEOWNERS ASSOCIATIONS - PROPERTY MANAGEMENT SUPERVISORS - NOT RESIDENT MANAGERS OR SUPERVISORS	0	1.050000	0.00
8740	WAREHOUSES - SELF-STORAGE - PROPERTY MANAGEMENT SUPERVISORS - NOT RESIDENT MANAGERS OR SUPERVISORS	0	1.050000	0.00
9009	COMMERCIAL PROPERTIES - N.O.C. - ALL OTHER EMPLOYEES	0	3.520000	0.00
Site 00002 Total				
Site 00003				
8820	LAW FIRMS-ALL EMPLOYEES - INCLUDING CLERICAL OFFICE EMPLOYEES,CLERICAL TELECOMMUTER EMPLOYEES AND OUTSIDE SALESPERSON THE ENTIRE REMUNERATION OF EACH EMPLOYEE SHALL BE INCLUDED, SUBJECT TO A MAXIMUM OF \$154,700 PER YEAR.WHEN THE POLICY IS IN FORCE FOR LESS THAN A 12-MONTH PERIOD, THE MAXIMUM PAYROLL AMOUNT SHALL BE PRORATED BASED UPON THE NUMBER OF WEEKS IN THE POLICY PERIOD.	121,095	0.320000	388.00


**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**
Policy Number: EIG 2732045 05
Named Insured: CHARLES E METRO INVESTMENT COM
Agent: ROAMNET INS MARKETING PROG 7238700

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Site 00003	Total		\$	388.00
	Total of Sites for Rating Period		\$	2,656.00
	Rating Period Total		\$	2,656.00
	Rating Period: 01/01/2024 through 01/01/2025			
9887	SCHEDULE CREDIT	2,656	0.070000	-186.00
9707	YEARS IN BUSINESS, YEARS IN INDUSTRY RATING MODIFICATION	2,470	0.120000	-296.00
0900	EXPENSE CONSTANT			160.00
0936	STATE W.C. FRAUD ASSESSMENT	2,424	0.004679	11.00
0935	STATE W.C. ADMINISTRATIVE ASSESSMENT	2,424	0.025208	61.00
0937	CA INSURANCE GUARANTY	2,424		
0938	CA UNINSURED EMPLOYERS FUND	2,424	0.001372	3.00
0939	CA SUBSEQUENT INJURY FUND	2,424	0.013703	33.00
0940	OSHF ASSESSMENT	2,424	0.006572	16.00
0943	LABOR ENFORCEMENT & COMPLIANCE	2,424	0.007011	17.00
9741	CATASTROPHE PREMIUM	178,796	0.020000	36.00
9740	TERRORISM PREMIUM	178,796	0.030000	54.00
	Rating Period Total		\$	91.00-
	State Total		\$	2,565.00
	Policy Total		\$	2,565.00

**EMPLOYERS PREFERRED INS. CO.****A Stock Company****P.O. BOX 539003****HENDERSON, NV 89053-9003****WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY****Policy Number: EIG 2732045 05****Named Insured: CHARLES E METRO INVESTMENT COM****Agent: ROAMNET INS MARKETING PROG 7238700****SITE LOCATION SCHEDULE**

State CA 1
CHARLES E METRO INVESTMENT COM
2749 SYCAMORE ST
ANDERSON CA 96007

State CA 2
CHARLES E METRO INVESTMENT COM
390 PATRICKS POINT DR.
TRINIDAD CA 95570

State CA 3
CHARLES E METRO INVESTMENT COM
2515 PARK MARINA DR STE 102
REDDING CA 96001-2831



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: EIG 2732045 05

Named Insured: CHARLES E METRO INVESTMENT COM

Agent: ROAMNET INS MARKETING PROG 7238700

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CA	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
CA	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
CA	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
CA	WC000421F	(8/22)	CATASTROPHE PREMIUM ENDORSE
CA	WC000422C	(1/21)	TERRORISM RISK INSURANCE PROG
CA	WC040301D	(2/18)	CA POLICY AMENDATORY END
CA	WC040303C	(7/18)	OFFICERS, DIRECTORS COV/EXCL
CA	WC040310	(1/95)	DUTY TO DEFEND
CA	WC040360B	(1/15)	CA ELL AMENDATORY ENDORSEMENT
CA	WC040421	(1/08)	OPTIONAL PREM INCREASE ENDT
CA	WC040422	(1/12)	SHORT RATE PENALTY
CA	WC040601B	(1/22)	CANCELLATION ENDORSEMENT
CA	WC040604A	(1/23)	COVID-19 REPORTING REQ. ENDORS
CA	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**
(Ed. 1-15)**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE**A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**
(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**
(Ed. 1-15)

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**
(Ed. 1-15)**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**
(Ed. 1-15)

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM**A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**
(Ed. 1-15)**PART SIX—CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

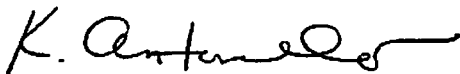
D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

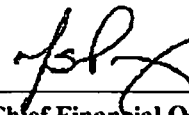
E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the Company named on the policy Information Page. In witness thereof, the Company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the Company



President and Chief Operating Officer



EVP, Chief Financial Officer

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 06 A**
(Ed. 7-95)**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. <u>State</u>	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$5,000	\$90,000	\$305,000	Over \$400,000
CALIFORNIA	0.0%	10.9%	12.6%	14.4%

2. Average percentage discount: Refer to the Extension of Information Page

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the

Carrier Code

Issued to _____ Endorsement No. _____

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 00 04 06 A
(Ed. 7-95)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 19
(Ed. 1-01)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____

Of the

Carrier Code _____

Issued to

Endorsement No. _____

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 00 04 19
(Ed. 1-01)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
CALIFORNIA	0.020000	\$36.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. **Part Five, "Premium", E, "Final Premium",** is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 01 D**
(Ed. 02-18)

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____

Of the

Carrier Code _____

Issued to

Endorsement No. _____

Premium _____

Countersigned at _____ on _____ By: _____
Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 03 C**
(Ed. 07-18)**ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE
OFFICERS AND DIRECTORS COVERAGE / EXCLUSION-CALIFORNIA**

If the employer named in Item 1 of the Information Page is a quasi-public or private corporation, this policy applies to all officers and members of boards of directors while rendering actual service for the corporation for pay, as employees, except those excluded below who

1. individually own at least 10 percent of the corporation's issued and outstanding stock, or
2. individually own at least 1 percent of the corporation's issued and outstanding stock if that officer's or member's parent, grandparent, sibling, spouse, or child owns at least 10 percent of the corporation's issued and outstanding stock and that officer or member is covered by a health insurance policy or a health care service plan, or
3. are officers or members of the board of directors of a cooperative corporation organized pursuant to the Cooperative Corporation Law (Corporations Code, Sections 12200 - 12704) who state that he or she is covered by both a health care service plan or health insurance policy, and a disability insurance policy that is comparable in scope and coverage, as determined by the Insurance Commissioner, to a workers' compensation policy.

If the employer named in Item 1 of the Information Page is a private corporation, or a private cooperative corporation organized pursuant to the Cooperative Corporation Law, this policy applies to an officer or director who is the sole shareholder of the corporation, as an employee, except if excluded below.

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

Officers, Directors and Trustees Excluded

BETTY METRO
JAN HILL
CAROL JOHNSON
TERY LYNN

Title

Sec Prvte or Quasi-Public Corp
CFO Prvte or Quasi-Public Corp
DIR Prvte or Quasi-Public Corp
DIR Prvte or Quasi-Public Corp

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES, AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____

Authorized Representative

WC 04 03 03 C
(Ed. 07-18)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 10**
(Ed. 1-95)**DUTY TO DEFEND-CALIFORNIA**

The insurance afforded by Part One, Section C, "We Will Defend", is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under Part Two – Employer's Liability Insurance of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 04 03 10

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 60 B**
(Ed. 01-15)**EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT – CALIFORNIA**

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No.

Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____

Authorized Representative

WC 04 03 60 B

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 04 21**
(Ed. 01/08)**OPTIONAL PREMIUM INCREASE ENDORSEMENT – CALIFORNIA**

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____

Of the _____

Carrier Code _____

Issued to _____

Endorsement No. _____

Premium _____

Countersigned at _____ on _____ By: _____

Authorized Representative

WC 04 04 21
(Ed. 01/08)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 04 22**
(Ed. 1-12)**CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT**

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

Short Rate Cancellation Table

Extended Number of days	Per Cent of Full Policy Premium	Extended Number of days	Per Cent of Full Policy Premium	Extended Number of days	Per Cent of Full Policy Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-228	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246 (8 mos.)	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124 (4 mos.)	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	261-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273 (9 mos.)	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32 (1 mo.)	19%	147-149	51%	283-287	83%
33-36	20%	150-153 (5 mos.)	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305 (10 mos.)	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62 (2 mos.)	27%	176-178	59%	320-323	91%
63-65	28%	179-182 (6 mos.)	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337 (11 mos.)	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91 (3 mos.)	35%	210-214 (7 mos.)	67%	356-360	99%
92-94	36%	215-218	68%	361-365 (12 mos.)	100%

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This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the

Carrier Code

Issued to _____ Endorsement No. _____

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 04 04 22

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 06 01 B**
(Ed. 01-22)**CALIFORNIA CANCELATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
 - h. The occurrence of a material change in the ownership of your business;
 - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

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Policy No. _____

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Premium _____

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 04 06 01 B
(Ed. 01-22)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 06 04 A**
(Ed. 01-23)**COVID-19 REPORTING REQUIREMENT ENDORSEMENT - CALIFORNIA**

In addition to the requirements under Part 4, "Your Duties if Injury Occurs" of your policy, if you have five or more employees and an employee that is not described in California Labor Code section 3212.87 tests positive for COVID-19, you are required to report the following information as provided below.

Pursuant to California Labor Code Section 3212.88(i), when you know, or reasonably should know, that an employee has tested positive for COVID-19 between September 17, 2020 and January 1, 2024, you must report to your claims administrator in writing via electronic mail or facsimile within 3 business days all of the following:

- (1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.
- (2) The date that the employee tests positive, which is the date the specimen was collected for testing.
- (3) The specific address or addresses of the employee's specific place of employment during the 14-day period preceding the date of the employee's positive test.
- (4) The highest number of employees who reported to work at the employee's specific place of employment in the 45-day period preceding the last day the employee worked at each specific place of employment.

Labor Code Section 3212.88(j) states that the intentional submission of false or misleading information or the failure to report the above information as required may subject you to a civil penalty in the amount of up to \$10,000 to be assessed by the Labor Commissioner.

For the purposes of these reporting requirements, California Labor Code Section 3212.88(m) provides the following:

- (1) "COVID-19" means the 2019 novel coronavirus disease.
- (2) "Test" or "testing" means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. "Test" or "testing" does not include serologic testing, also known as antibody testing. "Test" or "testing" may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR test.
- (3) "A specific place of employment" means the building, store, facility, or agricultural field where an employee performs work at the employer's direction. "A specific place of employment" does not include the employee's home or residence, unless the employee provides home health care services to another individual at the employee's home or residence.

Claims Reporting Contact Information and Instructions

1. Injured Employee Hotline – 855-365-6010
Reporting of a new work-related injury or illness when the injured/ill employee has not yet received medical treatment. Access to registered nurses who are specially trained to provide nurse triage and medical guidance.
2. Customer Support – 888-682-6671
Reporting of a new work-related injury or illness when the injured/ill employee has already received medical treatment. Injured employees who have not yet sought medical treatment will be transferred to our Injured Employee Hotline (IEH) and provided the IEH phone number.

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Policy No. _____ Of the _____
Carrier Code

Issued to _____ Endorsement No. _____
Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 04 06 04 A
(Ed. 01-23)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 05 A
(Ed. 3-07)

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium shown below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Installment Number	Date Due	Amount
01	01/01/2024	\$2,565.00

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