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16 **UNITED STATES DISTRICT COURT**
 17 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

18			
19	EILEEN-GAYLE COLEMAN,)	Case No. <u>'21CV217 MMALL</u>
20	and ROBERT CASTRO, on)	CLASS ACTION COMPLAINT FOR
21	behalf of themselves and all others)	DAMAGES, EQUITABLE AND
22	similarly situated,)	INJUNCTIVE RELIEF
23)	1. Violation of the Unfair Competition
24	Plaintiffs,)	Laws, Cal. Bus. & Prof. Code
25)	§ 17200 et seq.
26	vs.)	
27)	2. Violation of the Unruh Act,
28	UNITED SERVICES)	Cal. Civ. Code 51, et seq.
	AUTOMOBILE ASSOCIATION)	
	and USAA GENERAL)	3. Violation of Cal. Mil. & Vet.
	INDEMNITY COMPANY,)	Code § 394
	Defendants.))	JURY TRIAL DEMANDED

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COMPLAINT

Plaintiffs Eileen-Gayle Coleman and Robert Castro bring this action on behalf of themselves and all others similarly situated against United Services Automobile Association (“United Services”) and one of its wholly-owned subsidiaries, USAA General Indemnity Company (“USAA-GIC”). United Services and its property/casualty affiliates are referred to collectively as “USAA.”

I. NATURE OF THE ACTION

1. USAA advertises, “We know what it means to serve.” It claims to “respect[] and honor[] the men and women in our nation’s military and their families who support them.” But as shown by its pricing of automobile insurance policies and its deceptive business practices, USAA respects and honors current and former military officers more than it does current and former enlisted personnel. USAA has violated the rights of enlisted personnel—those on active duty in pay grades E-1 through E-6 and veterans whose highest rank was in those grades (together, “Enlisted Policyholders”)—in at least three ways.

2. First, Defendants charge Enlisted Policyholders with collision coverage who qualify as good drivers under California law more for auto insurance than they charge officers with collision coverage who qualify as good drivers, in

1 violation of California Insurance Code section 1861.16, subd. (b).¹ That section
2 provides that an insurer within a commonly-controlled group of insurance
3 companies “shall sell[] a good driver discount policy to a good driver from an
4 insurer within that common ownership, management, or control group[] which
5 offers the lowest rates for that coverage.” Cal. Ins. Code § 1861.16(b). USAA-
6 GIC’s failure to sell good driver discount policies to Enlisted Policyholders with
7 collision coverage who are statutory good drivers from the USAA company
8 offering the least expensive good driver discount policy for policyholders with
9 collision coverage—United Services—thus violates section 1861.16, subd. (b).
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14 3. Second, USAA deceives Enlisted Policyholders by omitting military
15 status from what it represents to be the complete list of information it considers in
16 setting auto insurance premiums. Notably, military status as officer or enlisted—
17 information USAA does not disclose—can have a greater effect on the premium a
18 USAA insured pays than does much of the information USAA does disclose.
19 Defendants have violated the Unfair Practices Act, Cal. Ins. Code § 790 *et seq.*,
20 through this deceptive practice.
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24 4. Third, USAA discriminates against enlisted military personnel and
25 enlisted veterans by consigning them to its substandard insurance company,
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¹ All statutory references are to the Insurance Code unless otherwise designated.

1 USAA-GIC, which charges higher base rates for automobile insurance than does
2 United Services. United Services offers insurance to current and former military
3 officers, but not to Enlisted Policyholders. By discriminating against Enlisted
4 Policyholders, USAA has violated the Unruh Civil Rights Act (“Unruh Act”), Cal.
5 Civ. Code § 51, *et seq.*, and Cal. Mil. & Vet. Code § 394 (“Military Non-
6 Discrimination Act”).
7

8
9 5. By violating the good driver protections of the California Insurance
10 Code, the California Unfair Practices Act, the Unruh Act, and the Military Non-
11 Discrimination Act, United Services and USAA-GIC also have violated the Unfair
12 Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 *et seq.*
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14

15 6. Plaintiffs bring these claims on behalf of a class of Enlisted
16 Policyholders with collision coverage and a subclass of Enlisted Policyholders
17 with collision coverage who qualify as statutory good drivers, as more fully set out
18 below.
19

20 **II. PARTIES**

21 **Plaintiffs**

22 7. Plaintiff Eileen-Gayle Coleman is a citizen of California residing in
23 the City of Oceanside. She served as a Radio Operator in the United States Marine
24 Corps, on active duty from 2013 to 2017, and then in the reserves for two years.
25 She is currently insured by USAA-GIC and has been insured by USAA-GIC since
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1 2015. Plaintiff Coleman is a statutory good driver. Her USAA policy includes
2 collision coverage. She is a representative of the Enlisted Policyholder Class and
3 the Enlisted Policyholder Good Driver Subclass.
4

5 8. Plaintiff Robert Castro is a citizen of California residing in the city of
6 Banning. He served as a culinary specialist in the Army, stationed in Germany
7 until 2012 and then at Fort Irwin in San Bernardino County. He was on active duty
8 until 2017, and then served in the National Guard until July 2020. He has been
9 insured by USAA-GIC since 2009 and is currently insured by USAA-GIC. His
10 USAA policy includes collision coverage. Plaintiff Castro is a statutory good
11 driver. He is a representative of the Enlisted Policyholder Class and the Enlisted
12 Policyholder Good Driver Subclass.
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16 **Defendants**
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18 9. According to its most recent Annual Statement filed with the
19 California Department of Insurance, “United Services Automobile Association is a
20 reciprocal interinsurance exchange domiciled in Texas.” Its Annual Statement
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1 identifies “United States Automobile Association and its property and casualty
2 affiliates” collectively as “USAA.”²
3

4 10. USAA writes auto insurance through four different insurers that
5 operate under common management and control. These four commonly managed
6 and controlled insurers are the parent company, United Services Automobile
7 Association (“United Services”); USAA General Indemnity Company (“USAA-
8 GIC”); USAA Casualty Insurance Company (“USAA-CIC”); and Garrison
9 Property and Casualty Insurance Company (“Garrison”). United Services owns
10 100% of the common stock of USAA-CIC and USAA-GIC. USAA-CIC owns
11 100% of the common stock of Garrison.
12
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14

15 11. Each of the four USAA companies insures a different segment of the
16 military or military family members. According to their underwriting guidelines,
17 United Services insures commissioned officers as well as senior non-
18 commissioned officers in pay grades E-7 or higher. USAA-CIC insures family
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22
23 ² The Annual Statements of United Services and each of its affiliates contain the
24 following phrase: “Membership in United Services Automobile Association and its
25 property and casualty affiliates (USAA) is generally open to anyone who is
26 currently serving in the U.S. military” United Services and its affiliates thus
27 use the term “USAA” to refer collectively to both United Services and its
28 property/casualty affiliates. The complaint thus uses the term “USAA” as United
Services does—to refer collectively to United Services and its property/casualty
affiliates—and the term “United Services” to refer solely to United Services
Automobile Association.

1 members of those who qualify for United Services. Garrison insures military
2 family members who do not qualify for USAA-CIC. And USAA-GIC insures
3 enlisted people in pay grades E-1 through E-6. USAA-GIC's base rates are
4 substantially higher than those charged by the other three USAA companies.
5

6
7 12. Defendant United Services—which is both the parent reciprocal
8 interinsurance exchange and an insurance underwriting company—is organized
9 under the laws of the State of Texas. Its principal place of business is at 9800
10 Fredericksburg Road, San Antonio, TX 78288.
11

12 13. Defendant USAA-GIC, a direct subsidiary of United Services, is
13 organized under the laws of the State of Texas. Its principal place of business is at
14 9800 Fredericksburg Road, San Antonio, TX 78288.
15

16
17 **III. JURISDICTION AND VENUE**

18 14. This court has personal jurisdiction over Defendants because they
19 have registered with the California Secretary of State; because they have purposely
20 availed themselves of the privilege of conducting business in California; because
21 they currently maintain systematic and continuous business contacts with this
22 State; and because the events giving rise to Plaintiffs' claims arose out of those
23 systematic and continuous business contacts with the State.
24
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26 15. This Court has subject matter jurisdiction based on diversity of
27 citizenship under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). The
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1 aggregate amount in controversy exceeds \$5 million, the proposed Class and
2 Subclass each have at least 100 members, and both Plaintiffs have diverse
3
4 citizenship from both Defendants.

5 16. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because
6
7 both Defendants reside in this judicial district for purposes of this lawsuit. Venue is
8
9 proper in this District under section 1391(b)(2) because a substantial part of the
10
11 events or omissions giving rise to Plaintiffs’ claims occurred in this district.

11 **IV. STATUTORY BACKGROUND**

12 **A. The Good Driver Protection Provisions of Proposition 103**

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14 17. Proposition 103 added Article 10, “Reduction and Control of
15
16 Insurance Rates,” to the Insurance Code (§ 1861.01 *et seq.*) in 1988. Among other
17
18 things, it established an objective definition of a good driver under California law,
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20 Cal. Ins. Code §1861.025,³ and mandated that insurers sell a good driver discount
21
22 policy to anyone qualifying as a good driver at 20% less than he or she would
23
24 otherwise pay. Cal. Ins. Code § 1861.02(b)(1). In addition, and fundamental to this
25
26 case, after Proposition 103 was enacted the legislature amended Proposition 103 to
27
28 require that when multiple affiliated insurers are under common management or

28 ³ With certain exceptions, a driver is a “good driver” if he or she has had no more than one violation point during the previous three years.

1 control, any of those commonly controlled insurers must sell to a good driver a
2 good driver discount policy from the commonly controlled insurer offering the
3 lowest rates for that coverage. Cal. Ins. Code § 1861.16(b). Specifically,
4 § 1861.16(b) provides that:
5

6 an agent or representative representing one or more insurers having common
7 ownership or operating in California under common management or control
8 shall offer, and the insurer shall sell, a good driver discount policy to a good
9 driver from an insurer within the common ownership, management, or
10 control group, which offers the lowest rates for that coverage.

11 18. Section 1861.16(b) further specifies that the requirement that an
12 insurer in a commonly controlled group of insurers sell a good driver discount
13 policy from the commonly controlled insurer offering the lowest rates for good
14 driver coverage applies “notwithstanding the underwriting guidelines” of either
15 any individual commonly controlled insurer or the commonly controlled group of
16 insurers as a whole.
17

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19 **B. The Prohibition on Untrue, Deceptive or Misleading Statements Under the**
20 **Unfair Practices Act**

21 19. Subsection 790.03 of the Unfair Practices Act, in subsections (a)
22 through (j), defines numerous practices as unfair methods of competition and
23 unfair and deceptive acts or practices in the business of insurance. One such
24 practice, as set forth in subsection (b), is making any statement in the conduct of an
25 insurance business “which is untrue, deceptive, or misleading, and which is known,
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1 or which by the exercise of reasonable care should be known, to be untrue,
2 deceptive, or misleading.”
3

4 **C. The Unruh Civil Rights Act**

5 20. The Unruh Civil Rights Act provides:

6 All persons within the jurisdiction of this state are free and equal, and no
7 matter what their sex, race, color, religion, ancestry, national origin,
8 disability, medical condition, genetic information, marital status, sexual
9 orientation, citizenship, primary language, or immigration status are entitled
10 to the full and equal accommodations, advantages, facilities, privileges, or
11 services in all business establishments of every kind whatsoever.

12 Cal. Civ. Code § 51(b).

13 21. Proposition 103 made the Unruh Act applicable to the business of
14 insurance for the first time. Cal. Ins. Code § 1861.03(a). The Unruh Act’s
15 prohibition of discrimination therefore includes the prohibition of discrimination
16 by insurance companies.

17 22. In enacting the Unruh Act, the California Legislature intended to
18 prohibit all arbitrary discrimination by business establishments. Past judicial
19 interpretations and legislative amendments have consistently reaffirmed that the
20 Unruh Act’s recitation of certain characteristics as prohibited bases of
21 discrimination is illustrative rather than restrictive.
22

23 23. In Military and Veterans Code § 394, the California Legislature
24 makes clear that one of the prohibited bases of discrimination under the Unruh Act
25 is military status. As discussed below, Section 394 prohibits discrimination against
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1 persons because of membership in the military. Subsection 394(h) states that “[t]he
2 remedies provided for in this section are not intended to be exclusive but are in
3 addition to the remedies provided for in other laws, including Sections 51 and 52
4 of the Civil Code [the Unruh Act].” If the Unruh Act did not protect military
5 members from arbitrary discrimination, the last clause of that sentence would be
6 incorrect.
7
8

9 **D. Military and Veterans Code § 394(a)**
10

11 24. Military and Veterans Code § 394(a) states:

12 A person shall not discriminate against a member of the military or naval
13 forces of the state or of the United States because of that membership. A
14 member of the military forces shall not be prejudiced or injured by a person,
15 employer, or officer or agent of a corporation, company, or firm in terms,
16 conditions, or privileges with respect to that member’s employment, position
or status

17 25. Proposition 103 also made the Military and Veterans Code applicable
18 to the business of insurance. Cal. Ins. Code § 1861.03(a).
19

20 **E. The Application of the UCL to the Business of Insurance Through Cal. Ins.
21 Code § 1861.03(a)**

22 26. The UCL prohibits any unlawful, unfair, or fraudulent business act or
23 practice, and Section 1861.03(a) of Proposition 103 made the UCL applicable to
24 the insurance industry for the first time. Therefore, violations of the good driver
25 protection provisions and Unfair Practices Act of the Insurance Code, violations of
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1 the Unruh Act, and violations of the Military and Veterans Code are also violations
2 of the UCL.
3

4 V. USAA'S UNLAWFUL CONDUCT

5 **A. USAA-GIC's Failure to Sell Enlisted Good Drivers with Collision** 6 **Coverage the Good Driver Discount Policies to Which They Are Entitled**

7 27. The only good driver discount policy USAA-GIC offers and sells to
8 Enlisted Policyholders who qualify as statutory good drivers is a good driver
9 discount policy written by USAA-GIC. While United Services offers and sells to
10 officers who qualify as statutory good drivers a good driver discount policy that is
11 less expensive than good driver discount policies offered by USAA-GIC, USAA-
12 GIC does not offer or sell that United Services good driver discount policy to
13 Enlisted Policyholders who are statutory good drivers.
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17 28. The California Department of Insurance ("CDI") never approved
18 USAA-GIC's conduct of failing to offer and sell to Enlisted Policyholders with
19 collision coverage who are statutory good drivers a good driver discount policy
20 from the insurer under common control with it that offers such policyholders the
21 lowest rates for good driver coverage.
22
23

24 29. The CDI never approved USAA's conduct of failing to offer and sell
25 to Enlisted Policyholders with collision coverage who are statutory good drivers a
26 good driver discount policy from the insurer under common control with it that
27 offers such policyholders the lowest rates for good driver coverage.
28

1 30. Insurance companies under common control are not required to sell
2 good driver discount policies issued by other insurers under the same ownership or
3 control if the Insurance Commissioner finds that such companies satisfy eight
4 separate conditions. Cal. Ins. Code § 1861.16(c). Those conditions include being
5 independently managed and directed, Cal. Ins. Code §1861.16(c)(1)(A), and
6 having separate sales and marketing operations, §§ Cal. Ins. Code
7 1861.16(c)(1)(F), (G).

8 31. Neither USAA nor any of its commonly controlled insurers have ever
9 asked the Commissioner to find that they do meet any of the Cal. Ins. Code §
10 1861.16(c) conditions, and the Commissioner has never so found.

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15 **B. USAA’s Unfair and Deceptive Conduct with Respect to Enlisted**
16 **Policyholders**

17 32. USAA claims that it considers only the following information in
18 calculating the premiums it charges:

- 19
20 a. Driving Experience
21 b. Location
22 c. Vehicle Type
23 d. Vehicle Use
24 e. Financial Responsibility Surcharge
25 f. Chargeable Incidents
26 g. Discounts:
27 i. Anti-theft
28 ii. Away at School
 iii. Driver Training
 iv. Good Student
 v. Good Driver
 vi. Mature Driver Improvement Course

- vii. Military Installation Garaging
- viii. Multi-Car
- ix. Multi-Policy
- x. New Vehicle
- xi. Occasional Operator
- xii. Passive Restraint Device
- xiii. Persistency
- xiv. Premier Operator
- xv. Storage Discount
- xvi. Vehicle Injury

33. USAA sets forth the above factors under the heading “Information Used to Determine Your Premium in California,” on the third page of the standard Automobile Policy Packet it sends to its policyholders⁴ when they purchase or renew their policies. USAA directs its policyholders to this information on the first page of its Packet, under the heading “Important Messages.” It states: “[f]or information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, ‘Information used to Determine Your Premium.’” It does not list a person’s military status as information it uses to determine premiums. Notwithstanding USAA’s representation that it considers 22 types of information, none of which is military status, in determining premiums, in fact USAA does consider military status in determining premiums. USAA places officers (pay grades E-7 and above) and enlisted people (pay grades E-1 through

⁴ A copy of that page is attached as Exhibit A.

1 E-6) in separate affiliated companies, and charges drivers with collision coverage
 2 higher rates in the company for enlisted people—USAA-GIC—than it charges
 3 drivers with collision coverage in the company for officers, United Services.
 4

5 34. That enlisted people with collision coverage pay more than officers
 6 with collision coverage is made clear by the difference between the collision base
 7 rates USAA has been charging to enlisted people, through USAA-GIC, and the
 8 collision base rates USAA has been charging to officers, through United Services.
 9

10 Since February 2017, those rates have been as follows:
 11

12 **USAA Collision Base Rates**

13 <u>Effective Date</u>	14 <u>United Services</u>	15 <u>USAA-GIC</u>	16 <u>Difference</u>
17 02/18/2017 ⁵	\$371.96	\$583.49	56.9%
18 12/28/2017 ⁶	\$365.99	\$603.63	64.9%
19 10/01/2019 ⁷	\$354.35	\$584.69	65.0%
20 03/05/2020 ⁸	\$354.62	\$619.54	74.7%

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 22
 23
 24 ⁵ USAA Auto Class Plan Filing, SERFF Tracking #USAA-130660519, State
 Tracking #16-5274, February 18, 2017.

25 ⁶ *Id.*

26 ⁷ USAA Auto Class Plan Filing, SERFF Tracking #USAA-131769162, State
 Tracking #19-14, October 1, 2019.

27 ⁸ USAA Auto Class Plan Filing, SERFF Tracking #USAA-131983679, State
 28 Tracking # 19-2149, March 5, 2020.

1 35. More than 80% of USAA-GIC insureds have collision coverage. Of
2 the standard six auto insurance coverages typically included in auto insurance
3 policies—bodily injury liability (BI), property damage liability (PD), medical
4 payments (MED), uninsured motorist (UM), comprehensive (COMP), and
5 collision (COLL), collision accounts for more than 40% of the typical USAA-GIC
6 premium. That is about the same percentage of the premium as BI and PD
7 combined.
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11 36. Because of the magnitude of the difference between the collision base
12 rate for officers and the collision base rate for enlisted people, and the fact that the
13 collision premium accounts for such a large part of the total premium, all enlisted
14 people with collision coverage pay more than they would pay if they were officers,
15 regardless of any other provision of their policy.
16
17

18 37. In communicating with its policyholders and the general public,
19 USAA consistently holds itself out as a single entity that it refers to as “USAA.”
20 For example, the packet that USAA sends to Plaintiffs and Class members in
21 connection with renewing their coverage uses the USAA name and logo
22 throughout the packet, and consistently characterizes the packet as coming from
23 “USAA.” Although it states that the insured’s insurance company is USAA
24 General Indemnity Company, nothing in it provides Plaintiffs and other Enlisted
25 Policyholders with notice that they are being placed in one company and that
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1 Officer Policyholders are placed in another, or that Enlisted Policyholders with
2 collision coverage are paying higher rates than they would pay if they were
3 officers.
4

5 38. The documents available on the USAA website using its search
6 feature, including its bylaws, also do not disclose that USAA charges Enlisted
7 Policyholders with collision coverage more than it charges Officer Policyholders
8 with collision coverage. Additionally, USAA does not disclose this information in
9 its online or television advertisements.
10
11

12 39. By representing that it considers only 22 types of information, none of
13 which is military status, in determining premiums, when in fact it does consider
14 that status in determining premiums, USAA has made representations that are
15 untrue, deceptive, and misleading.
16
17

18 **C. USAA's Discriminatory Conduct with Respect to Enlisted Policyholders**

19 40. By placing Enlisted Policyholders in its wholly owned substandard
20 subsidiary, USAA-GIC, which charges substantially higher premiums to
21 policyholders with collision coverage than those USAA charges to Officer
22 Policyholders with collision coverage through United Services, Defendants
23 discriminate against enlisted persons on the basis of military status.
24
25

26 41. Enlisted personnel have very few opportunities in the military to be
27 promoted to an officer.
28

1 42. USAA continues to discriminate against enlisted people with collision
2 coverage relative to officers with collision coverage after they leave the military:
3 just as is the case with active-duty service members, USAA writes veterans who
4 were enlisted through USAA-GIC and veterans who were officers through United
5 Services.
6

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8 43. Enlisted veterans have no ability to change their status after they leave
9 the military.
10

11 44. No legitimate business interest justifies USAA’s discrimination
12 against enlisted men and women.
13

14 45. By charging enlisted policyholders with collision coverage more than
15 it would charge them if they were officers, Defendants have intentionally
16 discriminated against Enlisted Policyholders on the basis of their military status.⁹
17

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21 ⁹ Defendants’ intentional discrimination on the basis of military status has a
22 disparate impact by race: the percentage of enlisted service members who are
23 Black or Hispanic is approximately twice the percentage of officers who are Black
24 or Hispanic. For example, the percentages of active-duty Black enlisted members
25 and officers by Service Branch in 2018 were as follows:

<u>Service Branch</u>	<u>Enlisted</u>	<u>Officers</u>
Army	23.6%	12.1%
Navy	19.0%	7.8%
Marine Corps	11.1%	5.7%
Air Force	18.8%	8.9%

1 **VI. DEFENDANTS' UNLAWFUL CONDUCT TOWARD PLAINTIFFS**

2 46. Plaintiff Coleman is an enlisted member of the military. USAA-GIC
3 offered and sold her only a higher-priced USAA-GIC policy, not a lower-priced
4 United Services policy.
5

6 47. USAA has sent Plaintiff Coleman numerous written and electronic
7 documents identifying its offerings. None of them explained that Enlisted
8 Policyholders were offered policies only through USAA-GIC, that policies offered
9 through USAA-GIC to policyholders with collision coverage were higher-priced
10 than policies offered to Officer Policyholders with collision coverage through
11 United Services, or that under California law enlisted statutory good drivers with
12 collision coverage are entitled to the same favorable rates as officer statutory good
13 drivers with collision coverage. Among the documents that USAA has sent to
14 Plaintiff Coleman was the document identified in paragraph 31 above in which
15 USAA, under the heading "Information Used to Determine Your Premium," lists
16 22 types of information but does not list military status.
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27 Dep't of Defense, Profile of the Military Community, 2018 Demographics, at 26,
28 available at <https://download.militaryonesource.mil/12038/MOS/Reports/2018-demographics-report.pdf>.

1 48. Plaintiff Coleman has been insured by USAA for approximately five
2 years and has always carried collision coverage. Plaintiff Coleman has continually
3 qualified as a good driver pursuant to Cal. Ins. Code § 1861.025 while she has
4 been insured by USAA-GIC, as shown in Exhibit B, but USAA-GIC has never
5 offered nor sold her a good driver discount policy from United Services, the USAA
6 insurer which offers the lowest rates for a good driver discount policy to drivers
7 with collision coverage, as it is required to do by Cal. Ins. Code § 1861.16(b). Had
8 Plaintiff Coleman been offered a good driver discount policy from United
9 Services, she would have purchased it.
10
11
12

13 49. Plaintiff Castro is an enlisted member of the military. USAA offered
14 him only a higher-priced USAA-GIC policy, not a lower-priced United Services
15 policy.
16
17

18 50. USAA has sent Plaintiff Castro numerous written and electronic
19 documents identifying its offerings. None of them explained that Enlisted
20 Policyholders were offered policies only through USAA-GIC, that policies offered
21 through USAA-GIC to policyholders with collision coverage were higher-priced
22 than policies offered to Officer Policyholders with collision coverage through
23 United Services, or that enlisted statutory good drivers with collision coverage
24 were entitled to the same favorable rates as officer statutory good drivers with
25 collision coverage. Among the documents that USAA has sent to Plaintiff Castro
26
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1 was the document identified in paragraph 30 above, in which USAA, under the
2 heading “Information Used to Determine Your Premium,” lists 22 types of
3 information but does not list military status.
4

5 51. Plaintiff Castro has been insured by USAA since 2009, except for
6 2012–2013. He has carried collision coverage during his entire time with USAA.
7 Plaintiff Castro has continually qualified as a good driver pursuant to Cal. Ins.
8 Code § 1861.025 while he has been insured by USAA-GIC, as shown in Exhibit C,
9 but USAA-GIC has never offered nor sold him a good driver discount policy from
10 United Services, the USAA insurer which offers the lowest rates for a good driver
11 discount policy to drivers with collision coverage, as it is required to do by Cal.
12 Ins. Code § 1861.16(b). Had Plaintiff Castro been offered a good driver discount
13 policy from United Services, he would have purchased it.
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18 52. Plaintiffs have taken all actions necessary to qualify for and obtain a
19 good driver discount policy from the insurer within the USAA group offering the
20 lowest rates for their good driver coverage. By failing to offer and sell to Plaintiffs
21 a good driver discount policy from United Services, Defendants caused Plaintiffs
22 to pay substantially more for USAA auto insurance than they were legally
23 obligated to pay.
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VII. CLASS ALLEGATIONS

1
2 53. Plaintiffs, on behalf of themselves and all others similarly situated,
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4 bring this action pursuant to the Federal Rule of Civil Procedure 23. This action
5 satisfies the numerosity, commonality, typicality, and adequacy requirements of
6
7 Rule 23(a) and the predominance and superiority requirements of Rule 23(b)(3).

8 54. The proposed Enlisted Policyholder Class is defined as:

9
10 All enlisted persons in pay grades E-1 through E-6 who are citizens of
11 California and who at any time during the applicable statute of limitations
12 periods had collision coverage from USAA General Indemnity Company
(USAA-GIC).

13 55. The proposed Enlisted Policyholders Good Driver Subclass is defined
14 as:

15
16 All enlisted persons in pay grades E-1 through E-6 who are citizens of
17 California, and who at any time during the applicable statute of limitation
18 period had collision coverage from USAA General Indemnity Company
19 (USAA-GIC) and who qualified as good drivers under Cal. Ins. Code
20 1861.025 and were not offered a good driver discount policy from United
Services Automobile Association (United Services).

21 56. Excluded from the Class and the Subclass are (1) all present and
22 former directors, officers, and management employees of the Defendants; (2) any
23 policyholders who filed a pending lawsuit or a lawsuit dismissed with prejudice
24 involving any of the claims asserted here; (3) employees of Plaintiffs' Class
25 Counsel and their immediate families, any judge assigned to this case and their
26 staff, and Defendants' counsel of record, their employees, and their immediate
27
28

1 families; and (4) all persons who timely execute a request for exclusion from the
2 Class.

3
4 57. Membership in the Class and Subclass is ascertainable based on
5 computerized records maintained by Defendants. Plaintiffs reserve the right to
6 modify or amend the definition of the proposed Class and Subclass before the
7 Court determines whether certification is appropriate.
8

9 **Numerosity**

10
11 58. The Class and Subclass each contain many thousands of members.
12 Joinder of all Class members is impracticable.
13

14 **Commonality and Predominance**

15 59. Common questions of law and fact exist as to all members of the
16 Class and predominate over questions affecting only individual Class members.
17 The common legal and factual questions include, but are not limited to, the
18 following:
19

- 20
- 21 a. whether Defendants charged higher premiums to Class members than
22 they did to similarly situated Officer Policyholders;
 - 23 b. whether discrimination based on military status is actionable under the
24 Unruh Act;
 - 25 c. whether discrimination based on military status is actionable under
26 Military and Veterans Code § 394(a);
27
28

- 1 d. whether Defendants' course of conduct in discriminating against
- 2 Enlisted Policyholders was intentional and/or arbitrary;
- 3
- 4 e. whether Defendants were required to inform all Class members of the
- 5 existence of separate companies for officers and enlisted personnel
- 6 and of the differences in premium charges between them;
- 7
- 8 f. whether, having informed Class members that they considered 22
- 9 types of information in setting premiums, Defendants were required to
- 10 disclose to Class members that their military status also was
- 11 information Defendants considered in determining their premiums;
- 12
- 13 g. whether Plaintiffs and Class members are entitled to injunctive relief;
- 14
- 15 h. whether Plaintiffs and Class members are entitled to an award of
- 16 punitive damages against Defendants; and
- 17
- 18 i. whether Plaintiffs and Class members are entitled to recover their
- 19 costs, attorneys' fees, and prejudgment interest.
- 20

21 60. Common questions of law and fact exist as to all members of the

22 Subclass and predominate over questions affecting only individual Subclass

23 members. The common legal and factual questions include, but are not limited to,

24 the following:

25

26

27

28

- 1 a. whether Defendants violated Cal. Ins. Code § 1861.16(b) by failing to
2 offer and sell to Plaintiffs and Subclass members a good driver
3 discount policy from United Services;
- 4
5 b. whether Defendants were required to inform all Enlisted
6 Policyholders qualifying as statutory good drivers that they were
7 eligible to purchase a good driver discount policy from United
8 Services;
- 9
10 c. whether, having informed Subclass members that they considered 22
11 types of information in setting premiums, Defendants were required to
12 inform them that Defendants also considered military status in
13 determining premiums;
- 14
15 d. whether Defendants violated the unlawful practices provision of the
16 UCL by violating Cal. Ins. Code § 1861.16(b);
- 17
18 e. whether Defendants violated the unfair practices provision of the UCL
19 by violating Cal. Ins. Code § 1861.16(b);
- 20
21 f. whether Plaintiffs and Subclass members are entitled to injunctive
22 relief;
- 23
24 g. whether Plaintiffs and Subclass members are entitled to an award of
25 punitive damages against Defendants; and
26
27
28

1 h. whether Plaintiffs and Subclass members are entitled to recover their
2 costs, attorneys' fees, and prejudgment interest.
3

4 **Typicality**

5 61. Plaintiffs' claims are typical of the claims of other members of the
6 Class and Subclass. Their claims arise out of the same discrimination in rates
7 between Enlisted Policyholders and Officer Policyholders, the same dissemination
8 of misinformation and failures to inform by Defendants, and the same non-
9 compliance with California law related to good driver discounts.
10
11

12 **Adequacy of Representation**

13
14 62. There are no conflicts of interest between Plaintiffs and members of
15 the Class and Subclass. Plaintiffs are committed to this litigation and have retained
16 counsel with the knowledge and resources to litigate insurance law class action
17 claims.
18

19 **Injunctive Relief**

20
21 63. Defendants have acted, or refused to act, on grounds generally
22 applicable to the Class, thereby making appropriate final injunctive relief or
23 corresponding declaratory relief with respect to the Class as a whole, which can be
24 granted under a class certified pursuant to Rule 23(b)(3) as well as to a class
25 certified pursuant to Rule 23(b)(2).
26
27
28

1 64. Without a class action, Class and Subclass members will continue to
2 suffer damages and Defendants' violations of law will proceed without remedy.
3

4 **Superiority**

5 65. Class and Subclass members have no interest in individually
6 controlling the prosecution of separate actions.
7

8 66. The damages sustained by individual Class and Subclass members are
9 relatively small and the expense and burden of individual litigation make it
10 impracticable for the Class and Subclass members individually to redress the
11 wrongs done to them. But if they did file individual lawsuits, those lawsuits would
12 be unduly burdensome in time and expense for the parties and Court.
13
14

15 67. Common liability issues exist between Defendants and all the
16 members of the Class and Subclass. Thus, a summary judgment motion and/or trial
17 of the Plaintiffs' claims will decide liability issues for all the members of the Class
18 and Subclass. When Defendants' liability has been adjudicated, claims of all Class
19 and Subclass Members can be determined formulaically and administered
20 efficiently under the direction of or as determined by this Court.
21
22

23 68. This action will promote an orderly and expeditious administration
24 and adjudication of the Class and Subclass claims, ensuring economies of time,
25 effort, and resources, and will avoid the risk of inconsistent adjudications.
26
27
28

1 § 1861.16(b), Plaintiffs and the Subclass have lost money by paying unlawfully
2 high automobile insurance premiums.

3
4 74. Pursuant to Business and Professions Code §§ 17200 and 17203,
5 Plaintiffs seek an order providing restitution and disgorgement relating to the
6 above-described unlawful business acts or practices, and injunctive and declaratory
7 relief as may be appropriate.
8

9
10 **SECOND CAUSE OF ACTION**
11 **Violation of § 17200 of the California Business and Professions Code—**
12 **Unfair Business Practice Based on §1861.16(b)**
13 **On Behalf of Plaintiffs and Subclass Members**

14 75. Plaintiffs hereby incorporate by reference the allegations contained in
15 the preceding paragraphs.

16 76. Defendants have, in the course of their business and in the course of
17 trade or commerce, undertaken and engaged in unfair business acts and practices
18 by refusing to sell to Enlisted Policyholders with collision coverage who are
19 statutory good drivers a good driver discount policy from United Services, the
20 USAA insurer which offers such policyholders the lowest rate for that coverage.
21

22 77. Defendants have also failed to inform Subclass Members of their right
23 to the lowest California good driver rate available from any of Defendants’
24 commonly controlled insurers.
25

26 78. Cal. Bus. and Prof. Code § 17200 *et seq.* prohibits any “unfair”
27 business act or practice.
28

1 87. Defendants have, in the course of their business and in the course of
2 trade or commerce, undertaken and engaged in unfair business acts and practices
3 by making material and misleading statements and omissions about the manner in
4 which they determine auto insurance premiums. Specifically, USAA has
5 represented, under the heading “Information Used to Determine Your Premium,”
6 that it used only 22 different types of information, none of which is military status,
7 when in fact it did consider military status in determining premiums.
8
9
10

11 88. Cal. Bus. and Prof. Code § 17200 *et seq.* prohibits any “unfair”
12 business act or practice. USAA’s representations that it used only 22 different
13 types of information, none of which is military status, when in fact it did consider
14 military status in determining premiums, constitute “unfair” business acts and
15 practices under the UCL because such conduct is unconscionable, immoral,
16 deceptive, unfair, unethical, oppressive, and/or unscrupulous. Further, the gravity
17 of Defendants’ conduct outweighs any conceivable benefit of such conduct.
18
19
20

21 89. The above-described unfair business acts or practices present a threat
22 and likelihood of harm and deception to members of the Class and Subclass in that
23 Defendants have systematically perpetuated the unfair conduct upon them and
24 other members of the public.
25

26 90. Pursuant to Business and Professions Code §§ 17200 and 17203,
27 Plaintiffs seek an order providing restitution and disgorgement of all profits
28

1 relating to the above-described unfair business acts or practices, and injunctive and
2 declaratory relief as may be appropriate.
3

4 **FIFTH CAUSE OF ACTION**
5 **Violation of § 51 of the California Civil Code—**
6 **The Unruh Civil Rights Act**
7 **On Behalf of Plaintiffs and Class Members**

8 91. Plaintiffs hereby incorporate by reference the allegations contained in
9 the preceding paragraphs.

10 92. The operative language of the Unruh Act provides that “[a]ll persons
11 within the jurisdiction of this state are free and equal, and . . . are entitled to the full
12 and equal accommodations, advantages, facilities, privileges, or services in all
13 business establishments of every kind whatsoever.” Cal. Civ. Code § 51(b).
14 Defendants are business establishments within the meaning of the Unruh Act.
15

16 93. Past judicial interpretations and legislative amendments have made
17 clear and consistently reaffirmed that the statute’s recitation of certain
18 characteristics as prohibited bases of discrimination is illustrative rather than
19 restrictive. In enacting the Unruh Civil Rights Act, the California Legislature
20 intended to prohibit all arbitrary discrimination by business establishments. Under
21 § 1861.03(a) of Proposition 103, which made the Unruh Act applicable to the
22 business of insurance, the Unruh Act’s prohibition of discrimination includes a
23 prohibition on discrimination in the insurance industry.
24
25
26
27
28

1 94. Discrimination on the basis of military status constitutes arbitrary
2 discrimination violative of the Unruh Act, and denies Plaintiffs full and equal
3 accommodations, advantages, facilities, privileges, or services in insurance in
4 violation of the Unruh Act. Subsection 394(h) of the Military and Veterans Code
5 makes clear that the Unruh Act protects employees against discrimination because
6 of their military status.
7

8
9 95. USAA knowingly maintains a subsidiary, USAA-GIC, to write
10 insurance for enlisted persons with collision coverage at significantly higher rates
11 than the rates USAA charges officers with collision coverage through United
12 Services. USAA refuses to make the lower rates that are available to officers with
13 collision coverage through United Services available to enlisted people with
14 collision coverage.
15
16

17
18 96. The decision whether to treat current military personnel and veterans
19 as enlisted or officers is based on their status, not their conduct. Military status is a
20 personal characteristic that is extremely difficult for a servicemember to change
21 while in the military, and which is essentially impossible for a servicemember to
22 change after leaving the military.
23
24

25 97. Defendants do not have a legitimate business interest in insuring
26 officers through their preferred company, United Services, while insuring enlisted
27 personnel through their substandard company, USAA-GIC.
28

1 of a corporation, company, or firm in terms, conditions, or privileges with respect
2 to that member’s employment, position or status....”
3

4 104. Each Defendant is a “person” within the meaning of Section 394(a).

5 105. Each Plaintiff and Class member is a “member of the military” within
6 the meaning of Section 394(a).
7

8 106. Defendants discriminated against members of the military—Plaintiffs
9 and Class members—by charging them more than it charged to Officer
10 policyholders for the same coverage.
11

12 107. Defendants prejudiced or injured members of the military—Plaintiffs
13 and Class members—in the terms, conditions, and privileges associated with their
14 automobile insurance by consigning them to a position or status within their
15 commonly controlled family of insurance companies that was inferior to the
16 position or status they would have occupied if they had been officers.
17
18

19 108. Defendants do not have a legitimate business interest in charging
20 enlisted people with collision coverage more than they charge officers with
21 collision coverage.
22

23 109. The actions of Defendants constitute both intentional and disparate
24 impact discrimination against Class members under Section 394. Defendants’
25 discriminatory conduct includes but is not limited to intentionally charging
26 Enlisted Policyholders with collision coverage significantly higher rates than they
27
28

1 charge Officers with collision coverage. Even if Defendants' actions were not
2 intentional, they have had a disparate impact on Plaintiffs and Class members.
3

4 110. Defendants' violation of section 394 also constitutes unlawful and
5 unfair conduct under the UCL.
6

7 111. As a result of Defendants' acts and omissions, Class members have
8 suffered injuries in the higher amounts they have paid for insurance coverage with
9 Defendants.
10

11 112. Each Plaintiff and Class member seeks their actual damages, together
12 with injunctive and declaratory relief and attorneys' fees, costs, and litigation
13 expenses reasonably expended to remedy these violations.
14

15 **IX. PRAYER FOR RELIEF**

16 WHEREFORE, the Plaintiffs request that the Court enter judgment in their
17 favor and in the favor of the members of the Class and Subclass and against
18 Defendants jointly and severally as follows:
19

- 20 1) Finding that this action satisfies the prerequisites for maintenance as a
21 class action under Federal Rule of Civil Procedure 23 and certifying the
22 Class and Subclass defined herein;
23
- 24 2) Designating Plaintiffs as representatives of the Class and Subclass and
25 their counsel as class counsel to each;
26
27
28

1 Dated: February 4, 2021

s/ Harvey Rosenfield

2
3 **CONSUMER WATCHDOG**

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Benjamin Powell (SBN: 311624)
Ben@ConsumerWatchdog.org
6330 South San Vincente Blvd., Suite 250
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9 **MEHRI & SKALET, PLLC**

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16
17 **MASON LIETZ & KLINGER LLP**

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Danielle Perry (SBN: 292120)
DPerry@MasonLLP.com
5101 Wisconsin Avenue NW, Suite 305
Washington, D.C. 20016
Tel: (202) 429-2290

23 *Attorneys for Plaintiffs and Proposed Class*

EXHIBIT A

INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

Factor	Explanation of factor
Driving experience	The number of years a driver has been licensed to drive.
Location	Where you garage your vehicle.
Vehicle type	The year, make and model of the vehicle, as well as its safety and security features.
Vehicle use	How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.
Financial Responsibility Surcharge	An additional premium charged when we must file a certificate of financial responsibility with the state at your request.
Chargeable incidents	<p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> • Conviction – A moving motor vehicle conviction. • At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.
Discounts	Discounts apply to your vehicle and/or the insured drivers in the household.

EXHIBIT B



AUTOMOBILE POLICY PACKET

EILEEN GAYLE GUANIO COLEMAN
231 HENSHAW CT APT B
OCEANSIDE CA 92058-7611

GIC 03567 62 09 7101 6

POLICY PERIOD: EFFECTIVE SEP 27 2020 TO MAR 27 2021

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Please refer to attached form entitled "Notice of Information Practices" for privacy notice information.

Check your vehicle for a safety recall today! Visit www.usaa.com/autorecall to learn more.

For information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, "Information Used to Determine Your Premium."

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

The amounts of your expiring and renewing annual mileage are the same, and they're listed as Annual Mileage on your Declarations page. If your estimated mileage for the coming year is different from the mileage listed on your Declarations, log on to usaa.com, enter Auto Policy Summary in the search field, and click Change Usage and Annual Mileage. You can also contact us at the number below.

Your Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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AUTOMOBILE POLICY PACKET CONTINUED

You may exclude from coverage any operator who does not qualify for the California Good Driver Discount. Please refer to the enclosed flier, "Information Used to Determine Your Premium."

TEXTING & DRIVING ... It Can Wait! Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

You may designate a third party to receive notice of policy cancellation or nonrenewal by completing the attached form 40CA.

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

b a c k

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

Name and Address of Insured NAIC 18600

EILEEN GAYLE GUANIO COLEMAN
WILLIAM D COLEMAN
231 HENSHAW CT APT B
OCEANSIDE CA 92058-7611

EILEEN GAYLE GUANIO COLEMAN
WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
03567 62 09G 7101 6	09/27/20	03/27/21

Vehicle Make/Vehicle Identification Number	Year
DODGE 2C3CDXCT9EH277429	2014

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

California Evidence of Financial Responsibility

Keep this card.

IMPORTANT: The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

Additional copies available at usaa.com

CONTACT US: 210-531-USAA(8722)

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

California Automobile Insurance Identification Cards

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA 1 Rev. 06-13

08/24/20

55047-0513_02

b a c k

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

Name and Address of Insured NAIC 18600

EILEEN GAYLE GUANIO COLEMAN
WILLIAM D COLEMAN
231 HENSHAW CT APT B
OCEANSIDE CA 92058-7611

EILEEN GAYLE GUANIO COLEMAN
WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
03567 62 09G 7101 6	09/27/20	03/27/21

Vehicle Make/Vehicle Identification Number	Year
DODGE 2C3CDXCT9EH277429	2014

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EILEEN GAYLE GUANIO COLEMAN
231 HENSHAW CT APT B
OCEANSIDE CA 92058-7611

EILEEN GAYLE GUANIO COLEMAN
WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
03567 62 09G 7101 6	09/27/20	03/27/21

Vehicle Make/Vehicle Identification Number	Year
JEEP 1C4PJLDX5JD531371	2018

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

California Evidence of Financial Responsibility

Keep this card.

IMPORTANT: The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

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We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

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53CA2 Rev. 06-13

08/24/20

55047-0513_02

b a c k

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EILEEN GAYLE GUANIO COLEMAN
WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

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Additional copies available at usaa.com

CONTACT US: 210-531-USAA(8722)

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288



SUPPLEMENTAL INFORMATION

EFFECTIVE SEP 27 2020 TO MAR 27 2021

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 02

ANNUAL MILEAGE DISCOUNT	- \$	43.83
ANTI-THEFT DISCOUNT	- \$	20.01
GOOD DRIVER DISCOUNT	- \$	222.21
OPERATOR 04		
MULTI-CAR DISCOUNT	- \$	140.50
MULTI-POLICY DISCOUNT	- \$	77.54
RENTERS, ALL OTHER PROPERTY AND CASUALTY LINES		
PERSISTENCY DISCOUNT	- \$	54.24

VEHICLE 03

ANNUAL MILEAGE DISCOUNT	- \$	44.21
ANTI-THEFT DISCOUNT	- \$	11.28
GOOD DRIVER DISCOUNT	- \$	134.54
OPERATOR 01		
MULTI-CAR DISCOUNT	- \$	78.28
MULTI-POLICY DISCOUNT	- \$	43.21
RENTERS, ALL OTHER PROPERTY AND CASUALTY LINES		
NEW VEHICLE DISCOUNT	- \$	22.25
PERSISTENCY DISCOUNT	- \$	30.20
PREMIER OPERATOR DISCOUNT	- \$	143.52



9800 Fredericksburg Road
San Antonio, Texas 78288

NOTICE OF INFORMATION PRACTICES

This notice describes the information practices of the:

- United Services Automobile Association,
- USAA Casualty Insurance Company,
- USAA General Indemnity Company, and
- Garrison Property and Casualty Insurance Company.

These practices relate to the information we have about you. You may have also received our "Privacy Promise." However, the laws in your state require that we give you this notice. Any other notice does not limit your rights in this notice.

COLLECTION OF INFORMATION

We collect information about you, and the individuals you add on your policy, from various sources. This data may be gathered from you and other sources by telephone, in person, electronically, or by mail. Some examples are shown below:

- Information you provide on applications and other forms, such as name, address, and date of birth.
- Information about your transactions with us, or with other companies. This means, for example, a request for a new policy, a policy change, or a billing transaction.
- Information from consumer reporting agencies, such as a motor vehicle report.
- Data from research firms and other data providers.
- Information gathered during the process of handling insurance claims, including health information.
- Information from government agencies, such as accident or theft reports.

SHARING OF INFORMATION AS PERMITTED BY LAW

We may need to share some information about our current or former customers outside of USAA to properly manage our business. This includes sharing to efficiently service your accounts, to comply with laws, and for other routine business practices. For example, we may share such information with:

- You, when handling your insurance transactions.
- Our affiliates.
- Businesses that provide information to us or assist in settling claims. This may involve other insurers, medical care institutions or professionals, or repair shops.
- Regulatory, law enforcement, or other government agencies.
- Those who provide us a business service or help us with an insurance function, such as printers, mail houses, appraisers, or insurance support organizations.
- Those who assist us in detecting or preventing criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with an insurance transaction.
- Those who serve us with a facially valid administrative or judicial order, including a search warrant or subpoena.
- Those who conduct actuarial or research studies.

IMPORTANT PRIVACY CHOICES

USAA provides two privacy opt out choices: (1) limit the information USAA uses for marketing and (2) limit the flow of information within USAA. You may opt out online by updating your Privacy Preferences at usaa.com/optout, or by calling us at (800) 531-7154. Opting out will make it difficult for us to serve you as you might expect. If you opt out:

- We may need you to repeat information that you have already provided and we may not be able to pre-fill applications for you.
- We may have to transfer your phone calls more often.
- We may not have information that allows us to offer you the products that best meet your needs.

AUTHORIZATION TO SHARE

We honor any additional rights you may have under state laws. By not opting out, you authorize us to use and share your information within USAA.

SECURITY AND CONFIDENTIALITY PRACTICES

USAA protects the information we collect. Access to this information is limited to those persons who must have it to do their jobs. We also have:

- Physical security at our buildings.
- Password protected databases and virus/intrusion detection software.
- Privacy compliance audits.

INFORMATION FOR INTERNET USERS

USAA uses Internet cookies and related technology for your security, to manage our site and to provide more relevant offers. Visit our Security Center at usaa.com to learn more.

USAA collects personal information on USAA websites, web pages and "apps", as well as public information posted on social media, for site management, security, business and marketing purposes. Examples of information we may collect include: previous URL you visited, transaction information you submit, and clicks on USAA ads and related pages.

REVIEWING AND CORRECTING PERSONAL INFORMATION

You may review our files of personal information about you. You may do this in person or request a copy. We are not required to provide information that relates to any claim, whether paid or not, or when the possibility of a lawsuit reasonably exists.

The review request must:

- Be in writing.
- Specify the type of personal information you wish to review.
- Include your name, address, and policy number.
- Be mailed to: USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288-0342

After we receive your request, we will:

- Inform you of the nature of the information we have.
- Confirm if the data you are requesting is available.
- Advise you of processing and copy fees. These fees are due before we provide any copies you request.

If you request medical information supplied by a medical care institution or professional, we will release the information to you and tell you the source of the information. If you direct us, we will release copies of this information to the licensed medical professional you designate. Mental health information may be supplied to you only with the approval of a qualified professional with treatment responsibility for the condition to which the information relates.

You may also request that we correct, amend, or delete incorrect personal information we have about you. This request must:

- Be made to us in writing.
- Be made separate from a review request.
- Explain what you believe is incorrect and why.
- Be mailed to the address given above.

INSURANCE SUPPORT ORGANIZATIONS AND THE INFORMATION RETAINED

Insurance support organizations may keep information they give us. These firms may share that information with other persons as permitted by law.

COMPLAINT NOTICE

Should any dispute arise about your premium or about a claim that you have filed, write or call us. The information shown below applies to the company displayed on the declaration page.

usaa.com

**9800 Fredericksburg Rd.
San Antonio, Texas 78288**

(800) 531-USAA (8722)

**The Department of Insurance should only be contacted if the problem cannot be resolved.
You may write or call the Department of Insurance at:**

www.insurance.ca.gov

**California Department of Insurance Consumer Services Division
300 S. Spring Street
Los Angeles, California 90013**

(800) 927-HELP (4357)

INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

Factor	Explanation of factor
Driving experience	The number of years a driver has been licensed to drive.
Location	Where you garage your vehicle.
Vehicle type	The year, make and model of the vehicle, as well as its safety and security features.
Vehicle use	How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.
Financial Responsibility Surcharge	An additional premium charged when we must file a certificate of financial responsibility with the state at your request.
Chargeable incidents	<p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> • Conviction – A moving motor vehicle conviction. • At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.
Discounts	Discounts apply to your vehicle and/or the insured drivers in the household.

DISCOUNTS

We will automatically include all discounts that we know apply to your vehicle and the insured drivers in the household. Your discounts are listed on the Supplemental Information page attached to your policy. The following discounts are available.

Discount	Is offered...
Anti-theft	When your vehicle is equipped with a vehicle recovery system (a system that emits a signal when activated).
Away at School	When a driver is an occasional operator with less than 14 years driving experience, is a full-time student and resides more than 100 miles away from home without a vehicle.
Driver Training	To drivers with less than three years of driving experience who successfully completed an approved driver training course.
Good Student	To drivers with fewer than nine years driving experience who are full-time students maintaining at least a 3.0 or a "B" average.
Good Driver	To drivers who have both of the following: <ul style="list-style-type: none"> • A three year history of: <ul style="list-style-type: none"> • Continuous licensing, • No more than one traffic conviction or at-fault accident with physical damages exceeding \$1,000 and • No at-fault accidents involving bodily injuries exceeding \$1,000 or a fatality. • A 10-year history of no convictions for driving under the influence of alcohol and/or drugs. If a driver no longer qualifies for the Good Driver Discount, you may exclude the driver from coverage.
Mature Driver Improvement Course	To principal drivers, age 55 or older, who successfully complete a mature driver improvement course approved by the California Department of Motor Vehicles. We'll need a copy of the completion certificate to apply the discount. The discount renews automatically for three years after the course completion date if the driver has no at-fault accidents or convictions.
Military Installation Garaging	When a vehicle is garaged on a military installation.
Multi-Car	When we insure two or more eligible vehicles on the same policy.
Multi-Policy	When you have other policies (non-auto) in effect with us when your auto policy is issued or renewed.
New Vehicle	When your vehicle is no more than three years old. For the purpose of this discount, a vehicle ages as of Oct. 1 of the current year.
Occasional Operator	To an insured driver who is neither the owner nor principal driver of any one vehicle.

Passive Restraint Device	When your vehicle is equipped with airbag(s) and/or automatic seatbelts.
Persistency	Based on the number of years you have continuously maintained an active auto policy with us.
Premier Operator	To an insured driver who has at least five years driving experience, qualifies for the Good Driver Discount and has neither an at-fault accident nor major conviction within the previous five years.
Storage Discount	When your vehicle is being stored in a secure location and you, or others, will not drive the vehicle.
Vehicle Injury	When a vehicle from model years 1985 to 1997 has significantly better than average personal injury loss experience. Note: An additional charge may apply to vehicles with significantly worse than average experience.

Explanation of Classification Codes

On the bottom of your Declarations page, you will see a box similar to the example below. The alpha or numeric characters in the bottom line of the box are codes that reflect information used to determine the premium for the major coverages: Liability, Medical Payments, Comprehensive, Collision, Uninsured Motorists Bodily Injury, Uninsured Motorists Property Damage and Uninsured Motorists Property Damage Waiver of Collision Deductible. The following example and explanation will help you understand the codes.

V E H	01	RSM25	000	N
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This code means vehicle 01 is located in your state of primary residence and the rated driver is a single male, licensed 25 years with zero accidents or convictions, and no financial responsibility surcharge. Gender is not used in rating.

CLASSIFICATION CODES

Character	Symbol	Means...
1 st	R	This vehicle is located in your state of primary residence.
	A	This vehicle is located in a state other than your primary residence.
	L	This vehicle is located in your state of primary residence, and the driver associated with it has a learner's permit.
2 nd	M	Married
	S	Single
3 rd	M, F, U, or X	Indicates gender but it is not used in rating.
4 th and 5 th	##	Number of years licensed to drive.
6 th – 8 th	###	The first digit indicates the number of accidents and the other two are the number of points assigned for moving traffic violations. Note: An "A" in the first position means there are more than 10 accidents.
9 th	Y or N	Indicates whether there is a financial responsibility surcharge.

Exception Codes for characters 1-5:

Code	Appears when...
XXX99	The vehicle is located in your state of primary residence, there are more vehicles than drivers and all licensed drivers on the policy are already associated with other vehicles.

If you have questions, please call us at 210-531-USA (8722), our mobile shortcut #8722 or 800-531-8722.

CA Third-Party Designee Notice

You are entitled to designate another person to receive any termination, expiration, nonrenewal cancellation notice involving this California insurance policy. Such notifications will be made to the designee in addition to any notifications made to you, the named insured.

To make a third-party designation, you must provide us with your written authorization, as well as written acknowledgement by your designee.

If you would like to appoint a designee, please become familiar with the following stipulations and review them with the designated person:

- The appointment of a designee will apply to your automobile, homeowners, rental property insurance or renters policies.
- Your designee is only authorized to receive copies of notices of policy cancellations or non-renewals. All other correspondence between you and USAA will remain confidential.
- Your designee will have no authority to act on your behalf to make any policy changes or conduct any other business involving your account. If you would like to authorize someone to handle your account and policies, please let us know. We can arrange that with a power of attorney.
- Your designee will incur no liability by accepting this designation by you.
- You may discontinue the appointment of the designee at any time by notifying us in writing. We recommend that you advise your designee of these types of changes, since we will not send your designee any notice.
- You may appoint another designee by following the same process you used to appoint your first designee.
- To appoint a designee, provide us with your request on the enclosed form.

If you have any additional questions about making a third-party designation, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



Request for Appointment of Third-Party Insurance Notification Designee

Member Name _____ **USAA Member Number** _____

Member Address _____

The following designee is authorized to receive a separate copy of any notices of cancellation or non-renewal of my auto and or homeowners (RPI) policies.

Designee Name _____

Designee Mailing Address _____

(for Notices)

Member's Signature _____ **Date** _____

I accept this appointment to be an insurance notification designee for the member named above. I understand that I will be sent copies of any cancellation or non-renewal of the auto, homeowners, rental property insurance and renters policies of the above member. Additionally, I do not incur any liability by accepting this appointment.

Designee's Signature _____ **Date** _____

Mail to:
USAA
9800 Fredericksburg Rd
San Antonio, TX 78288

Both parties must sign where indicated.



Reasons for a Policy Premium Increase, Cancellation, or Nonrenewal

The following table lists specific reasons we would increase premiums, nonrenew, or cancel automobile policies in California.

Action	Reasons
Premium increase	<ul style="list-style-type: none"> • Change in: <ul style="list-style-type: none"> • Vehicle. • Vehicle location. • Vehicle use. • Driver. • Addition or deletion of a vehicle or driver. • Loss of a premium discount or credit.
Premium increase or nonrenewal	<ul style="list-style-type: none"> • An insured driver on the policy was: <ul style="list-style-type: none"> • Primarily responsible for an accident and the insurer paid a claim for bodily injury, property and/or collision damage in excess of the state’s dollar threshold. • Convicted of violating any provision of the Vehicle Code or Penal Code involving the operation of a motor vehicle. • Any reason not stated that is both lawful and not unfairly discriminatory.
Cancellation or nonrenewal	<ul style="list-style-type: none"> • Non-payment of premium. • Suspended or revoked driver’s license.. • Fraudulent claim. • Material misrepresentation of rating or underwriting information. • Substantial Increase in the risk of hazard.

CALIFORNIA UNINSURED MOTORISTS COVERAGES UNINSURED MOTORISTS BODILY INJURY COVERAGE

Below you will find a brief explanation of Uninsured Motorists Bodily Injury Coverage in California. This explanation is only an overview, and it does not replace or supplement any of the provisions of your policy. Please see your policy for details because the policy controls all issues of coverage.

If you have questions or want to discuss or increase your limits, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. **You can complete this form online at usaa.com.**

Rejection of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name.

Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motor coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury Coverage pays if you are injured by an at fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury Coverage limits and less than the amount of damages you are legally entitled to recover from that at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability and your Uninsured Motorists Bodily Injury Coverage limits.

TO REJECT UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REJECTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THIS FORM ON USAA.COM.

Reduction of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code, but not less than the financial responsibility requirements of \$15,000/30,000.



Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motorists coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury coverage pays if you are injured by an at-fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury limits and less than the amount of damages you are legally entitled to recover from the at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability limits and your Uninsured Motorists Bodily Injury Coverage limits.

TO REDUCE UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REDUCTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THE FORM ON USAA.COM.



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EXHIBIT C

JULY 30, 2020



AUTOMOBILE POLICY PACKET

ROBERT STEVEN CASTRO II
SPC ARNG
1520 E NICOLET ST
BANNING CA 92220-5773

GIC 02557 41 12 7104 6

POLICY PERIOD: EFFECTIVE SEP 05 2020 TO MAR 05 2021

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Please refer to attached form entitled "Notice of Information Practices" for privacy notice information.

Check your vehicle for a safety recall today! Visit www.usaa.com/autorecall to learn more.

For information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, "Information Used to Determine Your Premium."

With this renewal, your premium has increased due to a rate change in your state or because of your policy's individual risk characteristics. See your Declarations for the new premium. Contact us if you have any questions.

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

The amounts of your expiring and renewing annual mileage are the same, and they're listed as Annual Mileage on your Declarations page. If your estimated mileage for the coming year is different from the mileage listed on your Declarations, log on to usaa.com, enter Auto Policy Summary in the search field, and click Change Usage and Annual Mileage. You can also contact us at the number below.

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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AUTOMOBILE POLICY PACKET CONTINUED

Your Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

You may exclude from coverage any operator who does not qualify for the California Good Driver Discount. Please refer to the enclosed flier, "Information Used to Determine Your Premium."

TEXTING & DRIVING ... It Can Wait! Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

You may designate a third party to receive notice of policy cancellation or nonrenewal by completing the attached form 40CA.

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

b a c k

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

Name and Address of Insured NAIC 18600

ROBERT STEVEN CASTRO II
 VANESSA CASTRO
 SPC ARNG
 1520 E NICOLET ST
 BANNING CA 92220-5773

ROBERT STEVEN CASTRO II
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
02557 41 12G 7104 6	09/05/20	03/05/21

Vehicle Make/Vehicle Identification Number	Year
JEEP 1C4NJPBA7ED769550	2014

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

California Evidence of Financial Responsibility

Keep this card.

IMPORTANT: The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

Additional copies available at usaa.com

CONTACT US: 210-531-USAA(8722)

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

California Automobile Insurance Identification Cards

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA 1 Rev. 06-13

07/30/20

55047-0513_02

b a c k

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

Name and Address of Insured NAIC 18600

ROBERT STEVEN CASTRO II
 VANESSA CASTRO
 SPC ARNG
 1520 E NICOLET ST
 BANNING CA 92220-5773

ROBERT STEVEN CASTRO II
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
02557 41 12G 7104 6	09/05/20	03/05/21

Vehicle Make/Vehicle Identification Number	Year
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OR 800-531-USAA

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CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

b a c k

Name and Address of Insured NAIC 18600

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 VANESSA CASTRO
 SPC ARNG
 1520 E NICOLET ST
 BANNING CA 92220-5773

California Evidence of Financial Responsibility

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ROBERT STEVEN CASTRO II
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
02557 41 12G 7104 6	09/05/20	03/05/21

Vehicle Make/Vehicle Identification Number	Year
HYUNDAI KMHE24L11HA047695	2017

Additional copies available at usaa.com

CONTACT US: 210-531-USAA(8722)

OR 800-531-USAA

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

9800 Fredericksburg Road, San Antonio, Texas 78288

California Automobile Insurance Identification Cards

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA2 Rev. 06-13

07/30/20

55047-0513_02

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

b a c k

Name and Address of Insured NAIC 18600

ROBERT STEVEN CASTRO II
 VANESSA CASTRO
 SPC ARNG
 1520 E NICOLET ST
 BANNING CA 92220-5773

California Evidence of Financial Responsibility

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ROBERT STEVEN CASTRO II
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
02557 41 12G 7104 6	09/05/20	03/05/21

Vehicle Make/Vehicle Identification Number	Year
HYUNDAI KMHE24L11HA047695	2017

Additional copies available at usaa.com

CONTACT US: 210-531-USAA(8722)

OR 800-531-USAA

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

9800 Fredericksburg Road, San Antonio, Texas 78288



USAA GENERAL INDEMNITY COMPANY

(A Stock Insurance Company)
 9800 Fredericksburg - San Antonio, Texas 78288

CALIFORNIA AUTO POLICY
 RENEWAL DECLARATIONS

RENEWAL OF

State		Veh	POLICY NUMBER	
CA		Tr	02557 41 12G	7104 6
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE		SEP 05 2020 TO MAR 05 2021		

Named Insured and Address

ROBERT STEVEN CASTRO II
 SPC ARNG
 1520 E NICOLET ST
 BANNING CA 92220-5773

Description of Vehicle(s)							VEH USE*	WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles Per Week	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
VEHICLE TOTAL PREMIUM			748.22		1039.54				
6 MONTH PREMIUM \$ 1787.76									
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.									
\$ 130.09 INCLUDED IN PREMIUM FOR VEH 04 AS A RESULT OF AN ACCIDENT(S).									
\$ 174.33 INCLUDED IN PREMIUM FOR VEH 05 AS A RESULT OF AN ACCIDENT(S).									
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 04 - EXTENDED BENEFITS COVERAGE, TOWING AND LABOR									
VEH 05 - EXTENDED BENEFITS COVERAGE, TOWING AND LABOR									

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date JULY 30, 2020

Isaac Johnson
 Isaac Johnson, Secretary

James D. Syring
 James Syring, President



USAA General Indemnity Company
(A Stock Insurance Company)
9800 Fredericksburg Road
San Antonio, Texas 78288

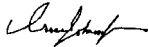
FEATURES DECLARATION

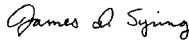
POLICY NUMBER: 02557 41 12G 7104 EFFECTIVE SEP 05 2020 TO MAR 05 2021

Specifically listed below are the selected vehicle feature(s) and associated premiums. These premiums are already included in the Vehicle Total Premium.

VEH 04, 2014 JEEP PATRIOT CAR REPLACEMENT ASSISTANCE	\$ 38.68
VEH 05, 2017 HYUNDAI SONATA CAR REPLACEMENT ASSISTANCE	\$ 67.81

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JULY 30, 2020


Isaac Johnson, Secretary


James Syring, President



SUPPLEMENTAL INFORMATION

EFFECTIVE SEP 05 2020 TO MAR 05 2021

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 04

ANNUAL MILEAGE DISCOUNT	- \$	32.26
ANTI-THEFT DISCOUNT	- \$	20.62
GOOD DRIVER DISCOUNT	- \$	177.38
OPERATOR 01		
MULTI-CAR DISCOUNT	- \$	106.51
MULTI-POLICY DISCOUNT	- \$	86.79
HOME		
PASSIVE RESTRAINT DISCOUNT	- \$	2.03
PERSISTENCY DISCOUNT	- \$	49.86

VEHICLE 05

ANNUAL MILEAGE DISCOUNT	- \$	47.85
ANTI-THEFT DISCOUNT	- \$	42.25
GOOD DRIVER DISCOUNT	- \$	242.93
OPERATOR 02		
MULTI-CAR DISCOUNT	- \$	151.20
MULTI-POLICY DISCOUNT	- \$	123.20
HOME		
PASSIVE RESTRAINT DISCOUNT	- \$	2.33
PERSISTENCY DISCOUNT	- \$	70.77



9800 Fredericksburg Road
San Antonio, Texas 78288

NOTICE OF INFORMATION PRACTICES

This notice describes the information practices of the:

- United Services Automobile Association,
- USAA Casualty Insurance Company,
- USAA General Indemnity Company, and
- Garrison Property and Casualty Insurance Company.

These practices relate to the information we have about you. You may have also received our "Privacy Promise." However, the laws in your state require that we give you this notice. Any other notice does not limit your rights in this notice.

COLLECTION OF INFORMATION

We collect information about you, and the individuals you add on your policy, from various sources. This data may be gathered from you and other sources by telephone, in person, electronically, or by mail. Some examples are shown below:

- Information you provide on applications and other forms, such as name, address, and date of birth.
- Information about your transactions with us, or with other companies. This means, for example, a request for a new policy, a policy change, or a billing transaction.
- Information from consumer reporting agencies, such as a motor vehicle report.
- Data from research firms and other data providers.
- Information gathered during the process of handling insurance claims, including health information.
- Information from government agencies, such as accident or theft reports.

SHARING OF INFORMATION AS PERMITTED BY LAW

We may need to share some information about our current or former customers outside of USAA to properly manage our business. This includes sharing to efficiently service your accounts, to comply with laws, and for other routine business practices. For example, we may share such information with:

- You, when handling your insurance transactions.
- Our affiliates.
- Businesses that provide information to us or assist in settling claims. This may involve other insurers, medical care institutions or professionals, or repair shops.
- Regulatory, law enforcement, or other government agencies.
- Those who provide us a business service or help us with an insurance function, such as printers, mail houses, appraisers, or insurance support organizations.
- Those who assist us in detecting or preventing criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with an insurance transaction.
- Those who serve us with a facially valid administrative or judicial order, including a search warrant or subpoena.
- Those who conduct actuarial or research studies.

IMPORTANT PRIVACY CHOICES

USAA provides two privacy opt out choices: (1) limit the information USAA uses for marketing and (2) limit the flow of information within USAA. You may opt out online by updating your Privacy Preferences at usaa.com/optout, or by calling us at (800) 531-7154. Opting out will make it difficult for us to serve you as you might expect. If you opt out:

- We may need you to repeat information that you have already provided and we may not be able to pre-fill applications for you.
- We may have to transfer your phone calls more often.
- We may not have information that allows us to offer you the products that best meet your needs.

AUTHORIZATION TO SHARE

We honor any additional rights you may have under state laws. By not opting out, you authorize us to use and share your information within USAA.

SECURITY AND CONFIDENTIALITY PRACTICES

USAA protects the information we collect. Access to this information is limited to those persons who must have it to do their jobs. We also have:

- Physical security at our buildings.
- Password protected databases and virus/intrusion detection software.
- Privacy compliance audits.

INFORMATION FOR INTERNET USERS

USAA uses Internet cookies and related technology for your security, to manage our site and to provide more relevant offers. Visit our Security Center at usaa.com to learn more.

USAA collects personal information on USAA websites, web pages and "apps", as well as public information posted on social media, for site management, security, business and marketing purposes. Examples of information we may collect include: previous URL you visited, transaction information you submit, and clicks on USAA ads and related pages.

REVIEWING AND CORRECTING PERSONAL INFORMATION

You may review our files of personal information about you. You may do this in person or request a copy. We are not required to provide information that relates to any claim, whether paid or not, or when the possibility of a lawsuit reasonably exists.

The review request must:

- Be in writing.
- Specify the type of personal information you wish to review.
- Include your name, address, and policy number.
- Be mailed to: USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288-0342

After we receive your request, we will:

- Inform you of the nature of the information we have.
- Confirm if the data you are requesting is available.
- Advise you of processing and copy fees. These fees are due before we provide any copies you request.

If you request medical information supplied by a medical care institution or professional, we will release the information to you and tell you the source of the information. If you direct us, we will release copies of this information to the licensed medical professional you designate. Mental health information may be supplied to you only with the approval of a qualified professional with treatment responsibility for the condition to which the information relates.

You may also request that we correct, amend, or delete incorrect personal information we have about you. This request must:

- Be made to us in writing.
- Be made separate from a review request.
- Explain what you believe is incorrect and why.
- Be mailed to the address given above.

INSURANCE SUPPORT ORGANIZATIONS AND THE INFORMATION RETAINED

Insurance support organizations may keep information they give us. These firms may share that information with other persons as permitted by law.

COMPLAINT NOTICE

Should any dispute arise about your premium or about a claim that you have filed, write or call us. The information shown below applies to the company displayed on the declaration page.

usaa.com

**9800 Fredericksburg Rd.
San Antonio, Texas 78288**

(800) 531-USAA (8722)

**The Department of Insurance should only be contacted if the problem cannot be resolved.
You may write or call the Department of Insurance at:**

www.insurance.ca.gov

**California Department of Insurance Consumer Services Division
300 S. Spring Street
Los Angeles, California 90013**

(800) 927-HELP (4357)

INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

Factor	Explanation of factor
Driving experience	The number of years a driver has been licensed to drive.
Location	Where you garage your vehicle.
Vehicle type	The year, make and model of the vehicle, as well as its safety and security features.
Vehicle use	How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.
Financial Responsibility Surcharge	An additional premium charged when we must file a certificate of financial responsibility with the state at your request.
Chargeable incidents	<p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> • Conviction – A moving motor vehicle conviction. • At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.
Discounts	Discounts apply to your vehicle and/or the insured drivers in the household.

DISCOUNTS

We will automatically include all discounts that we know apply to your vehicle and the insured drivers in the household. Your discounts are listed on the Supplemental Information page attached to your policy. The following discounts are available.

Discount	Is offered...
Anti-theft	When your vehicle is equipped with a vehicle recovery system (a system that emits a signal when activated).
Away at School	When a driver is an occasional operator with less than 14 years driving experience, is a full-time student and resides more than 100 miles away from home without a vehicle.
Driver Training	To drivers with less than three years of driving experience who successfully completed an approved driver training course.
Good Student	To drivers with fewer than nine years driving experience who are full-time students maintaining at least a 3.0 or a "B" average.
Good Driver	To drivers who have both of the following: <ul style="list-style-type: none"> • A three year history of: <ul style="list-style-type: none"> • Continuous licensing, • No more than one traffic conviction or at-fault accident with physical damages exceeding \$1,000 and • No at-fault accidents involving bodily injuries exceeding \$1,000 or a fatality. • A 10-year history of no convictions for driving under the influence of alcohol and/or drugs. If a driver no longer qualifies for the Good Driver Discount, you may exclude the driver from coverage.
Mature Driver Improvement Course	To principal drivers, age 55 or older, who successfully complete a mature driver improvement course approved by the California Department of Motor Vehicles. We'll need a copy of the completion certificate to apply the discount. The discount renews automatically for three years after the course completion date if the driver has no at-fault accidents or convictions.
Military Installation Garaging	When a vehicle is garaged on a military installation.
Multi-Car	When we insure two or more eligible vehicles on the same policy.
Multi-Policy	When you have other policies (non-auto) in effect with us when your auto policy is issued or renewed.
New Vehicle	When your vehicle is no more than three years old. For the purpose of this discount, a vehicle ages as of Oct. 1 of the current year.
Occasional Operator	To an insured driver who is neither the owner nor principal driver of any one vehicle.

Passive Restraint Device	When your vehicle is equipped with airbag(s) and/or automatic seatbelts.
Persistency	Based on the number of years you have continuously maintained an active auto policy with us.
Premier Operator	To an insured driver who has at least five years driving experience, qualifies for the Good Driver Discount and has neither an at-fault accident nor major conviction within the previous five years.
Storage Discount	When your vehicle is being stored in a secure location and you, or others, will not drive the vehicle.
Vehicle Injury	When a vehicle from model years 1985 to 1997 has significantly better than average personal injury loss experience. Note: An additional charge may apply to vehicles with significantly worse than average experience.

Explanation of Classification Codes

On the bottom of your Declarations page, you will see a box similar to the example below. The alpha or numeric characters in the bottom line of the box are codes that reflect information used to determine the premium for the major coverages: Liability, Medical Payments, Comprehensive, Collision, Uninsured Motorists Bodily Injury, Uninsured Motorists Property Damage and Uninsured Motorists Property Damage Waiver of Collision Deductible. The following example and explanation will help you understand the codes.

V E H	01	RSM25	000	N
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This code means vehicle 01 is located in your state of primary residence and the rated driver is a single male, licensed 25 years with zero accidents or convictions, and no financial responsibility surcharge. Gender is not used in rating.

CLASSIFICATION CODES

Character	Symbol	Means...
1 st	R	This vehicle is located in your state of primary residence.
	A	This vehicle is located in a state other than your primary residence.
	L	This vehicle is located in your state of primary residence, and the driver associated with it has a learner's permit.
2 nd	M	Married
	S	Single
3 rd	M, F, U, or X	Indicates gender but it is not used in rating.
4 th and 5 th	##	Number of years licensed to drive.
6 th – 8 th	###	The first digit indicates the number of accidents and the other two are the number of points assigned for moving traffic violations. Note: An "A" in the first position means there are more than 10 accidents.
9 th	Y or N	Indicates whether there is a financial responsibility surcharge.

Exception Codes for characters 1-5:

Code	Appears when...
XXX99	The vehicle is located in your state of primary residence, there are more vehicles than drivers and all licensed drivers on the policy are already associated with other vehicles.

If you have questions, please call us at 210-531-USA (8722), our mobile shortcut #8722 or 800-531-8722.

CA Third-Party Designee Notice

You are entitled to designate another person to receive any termination, expiration, nonrenewal cancellation notice involving this California insurance policy. Such notifications will be made to the designee in addition to any notifications made to you, the named insured.

To make a third-party designation, you must provide us with your written authorization, as well as written acknowledgement by your designee.

If you would like to appoint a designee, please become familiar with the following stipulations and review them with the designated person:

- The appointment of a designee will apply to your automobile, homeowners, rental property insurance or renters policies.
- Your designee is only authorized to receive copies of notices of policy cancellations or non-renewals. All other correspondence between you and USAA will remain confidential.
- Your designee will have no authority to act on your behalf to make any policy changes or conduct any other business involving your account. If you would like to authorize someone to handle your account and policies, please let us know. We can arrange that with a power of attorney.
- Your designee will incur no liability by accepting this designation by you.
- You may discontinue the appointment of the designee at any time by notifying us in writing. We recommend that you advise your designee of these types of changes, since we will not send your designee any notice.
- You may appoint another designee by following the same process you used to appoint your first designee.
- To appoint a designee, provide us with your request on the enclosed form.

If you have any additional questions about making a third-party designation, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



Request for Appointment of Third-Party Insurance Notification Designee

Member Name _____ **USAA Member Number** _____

Member Address _____

The following designee is authorized to receive a separate copy of any notices of cancellation or non-renewal of my auto and or homeowners (RPI) policies.

Designee Name _____

Designee Mailing Address _____

(for Notices)

Member's Signature _____ **Date** _____

I accept this appointment to be an insurance notification designee for the member named above. I understand that I will be sent copies of any cancellation or non-renewal of the auto, homeowners, rental property insurance and renters policies of the above member. Additionally, I do not incur any liability by accepting this appointment.

Designee's Signature _____ **Date** _____

Mail to:
USAA
9800 Fredericksburg Rd
San Antonio, TX 78288

Both parties must sign where indicated.



Reasons for a Policy Premium Increase, Cancellation, or Nonrenewal

The following table lists specific reasons we would increase premiums, nonrenew, or cancel automobile policies in California.

Action	Reasons
Premium increase	<ul style="list-style-type: none"> • Change in: <ul style="list-style-type: none"> • Vehicle. • Vehicle location. • Vehicle use. • Driver. • Addition or deletion of a vehicle or driver. • Loss of a premium discount or credit.
Premium increase or nonrenewal	<ul style="list-style-type: none"> • An insured driver on the policy was: <ul style="list-style-type: none"> • Primarily responsible for an accident and the insurer paid a claim for bodily injury, property and/or collision damage in excess of the state’s dollar threshold. • Convicted of violating any provision of the Vehicle Code or Penal Code involving the operation of a motor vehicle. • Any reason not stated that is both lawful and not unfairly discriminatory.
Cancellation or nonrenewal	<ul style="list-style-type: none"> • Non-payment of premium. • Suspended or revoked driver’s license.. • Fraudulent claim. • Material misrepresentation of rating or underwriting information. • Substantial Increase in the risk of hazard.

CALIFORNIA UNINSURED MOTORISTS COVERAGES UNINSURED MOTORISTS BODILY INJURY COVERAGE

Below you will find a brief explanation of Uninsured Motorists Bodily Injury Coverage in California. This explanation is only an overview, and it does not replace or supplement any of the provisions of your policy. Please see your policy for details because the policy controls all issues of coverage.

If you have questions or want to discuss or increase your limits, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. **You can complete this form online at usaa.com.**

Rejection of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name.

Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motor coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury Coverage pays if you are injured by an at fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury Coverage limits and less than the amount of damages you are legally entitled to recover from that at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability and your Uninsured Motorists Bodily Injury Coverage limits.

TO REJECT UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REJECTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THIS FORM ON USAA.COM.

Reduction of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code, but not less than the financial responsibility requirements of \$15,000/30,000.



Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motorists coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury coverage pays if you are injured by an at-fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury limits and less than the amount of damages you are legally entitled to recover from the at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability limits and your Uninsured Motorists Bodily Injury Coverage limits.

TO REDUCE UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REDUCTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THE FORM ON USAA.COM.



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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Coleman, Eileen-Gayle; Castro, Robert

(b) County of Residence of First Listed Plaintiff San Diego, CA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

(see attachment)

DEFENDANTS

United Services Automobile Association and USAA General Indemnity Company

County of Residence of First Listed Defendant Bexar, TX

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'21CV217 MMALL

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Cal. Bus. & Prof. Code § 17200 et seq.; Cal. Civ. Code 51, et seq.; Cal. Mil. & Vet. Code § 394

Brief description of cause: Violation of Unfair Competition Law predicated on violations of California insurance statutes

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

02/04/2021 s/ Harvey Rosenfield

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Civil Case Cover Sheet Attachment: Plaintiffs' Attorneys

CONSUMER WATCHDOG

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Harvey@ConsumerWatchdog.org
Benjamin Powell (SBN: 311624)
Ben@ConsumerWatchdog.org
6330 South San Vincente Blvd., Suite 250
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