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Attorneys for Plaintiff

**FILED**  
Superior Court of California  
County of Riverside  
7/17/2020  
E. Escobedo  
Electronically Filed

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE-RIVERSIDE HISTORIC  
COURTHOUSE**

CHUNYING INVESTMENTS INC. DBA  
DRAGON HOUSE

Plaintiff,

vs.

FARMERS GROUP INC., a corporation;  
TRUCK INSURANCE EXCHANGE, a  
corporation; and, DOES 1 to 25, inclusive,

Defendants.

CASE NO. **RIC2002673**

**COMPLAINT FOR DECLARATORY RELIEF**

Plaintiff, CHUNYING INVESTMENTS INC. DBA DRAGON HOUSE (collectively  
hereinafter "Plaintiff"), by their undersigned counsel, allege as follows:

**PARTIES**

1. At all relevant times, Plaintiff is a California Corporation, authorized to do business in the State of California, County of Riverside.
2. At all relevant times, Defendant, Farmers Group Inc., is and was a corporation with its headquarters and principal place of business doing business in the State of California in Los Angeles County. Farmers Group Inc. does business as Farmers Underwriters Association, a California Corporation. Farmers Group Inc. owns the service marks "Farmers Insurance Group of Companies" and "Farmers Insurance Group."

1           3.       At all relevant times, Defendant, Truck Insurance Exchange, is and was a reciprocal  
2 or inter-insurance exchange, and member of the Farmers Insurance Group of Companies, and a  
3 corporation doing business in the County of Los Angeles, State of California, subscribing to policy  
4 number 60672-39-45. Truck Insurance Exchange issued the policy for Plaintiff's property for the  
5 period of January 7, 2020 through January 7, 2021.

6           4.       Defendant, Truck Insurance Exchange, is authorized to conduct insurance business,  
7 and does in fact conduct insurance business in the State of California. Defendant's operations,  
8 including but not limited to, its claims and underwriting operations and procedures, are managed,  
9 overseen, controlled, and directed in whole or in part by Defendant.

10          5.       At all relevant times mentioned herein, the true names and capacities, whether  
11 individual, corporate, associate or otherwise, of Defendants and DOES 1 through 25, inclusive, are  
12 currently unknown to Plaintiff, who therefore bring suit against these Defendants by their fictitious  
13 names and capacities. Plaintiff is informed and believes and thereupon allege that each fictitiously  
14 named Defendant, whether acting for itself or as an agent, corporation, association, or otherwise, is  
15 liable or responsible to Plaintiff and proximately caused injuries and damages to Plaintiff as alleged  
16 herein. While at this time Plaintiff is unaware of the true names and capacities of the DOE  
17 Defendants, Plaintiff will amend its Complaint to show the true names and capacities of DOES 1  
18 through 25, inclusive, when those identities have been ascertained.

19          6.       All allegations in this Complaint are based on information and belief and/or are  
20 likely to have evidentiary support after a reasonable opportunity for further investigation or  
21 discovery. Whenever allegations in this Complaint are contrary or inconsistent, such allegations  
22 shall be deemed alternative.

### 23                                   **JURISDICTION AND VENUE**

24          7.       Jurisdiction is proper pursuant to Cal. Code Civ. Proc. §§ 410.10, 410.50 and 1060.

25          8.       Venue is proper in this judicial district pursuant to Cal. Code Civ. Proc. § 395.

### 26                                   **FACTUAL BACKGROUND**

27          9.       Defendant, Truck Insurance Exchange, entered into a contract of insurance with  
28 Plaintiff in the event of a covered loss or damage.

1           10. Under said contract, Plaintiff agreed to make cash payments to Defendant in  
2 exchange for Defendant's promise to indemnify the Plaintiff for losses including, but not limited  
3 to, business income losses at their property (hereinafter "Insured Property").

4           11. The Insured Property includes 10466 Magnolia Avenue, City of Riverside,  
5 California which are owned, leased by, managed, and/or controlled by the Plaintiff.

6           12. Plaintiff's business is located at the address listed in paragraph 11 above. This  
7 address is listed as an Insured Property under the Policy.

8           13. The Insured Property is covered under a policy issued by Defendant with policy  
9 number believed to be 60672-39-45 (hereinafter "Policy"). A true and correct copy of the policy is  
10 attached hereto as Exhibit 1.

11           14. The policy is currently in full effect, providing property, business personal property,  
12 business income and extra expense, and additional coverages that cover the insured property for the  
13 date of loss.

14           15. The Policy explicitly provides for business income coverage for the actual loss  
15 sustained.

16           16. The insurance applies to the actual loss of business income sustained and necessary  
17 and reasonable extra expenses incurred when access to the scheduled premises is specifically  
18 prohibited when it occurs as the result of a risk of direct physical loss, which is not excluded under  
19 Plaintiff's policy.

20           17. Under "Civil Authority," coverage is provided to pay for the actual loss of business  
21 income and necessary extra expense caused by an action of civil authority that prohibits the access  
22 to the insured property due to direct physical loss of use and function of the property.

23           18. Plaintiff faithfully paid policy premiums to Defendant to specifically provide all risk  
24 coverage, including the actual loss of business income due to the necessary interruption of business  
25 operations due to direct physical loss or direct physical damage to property as well as a civil  
26 authority shutdown.

1           19.     As now commonly known, an unprecedented event in the form of a world pandemic  
2 is occurring. By March 11, 2020, the World Health Organization officially recognized the COVID-  
3 19 pandemic.

4           20.     It is the public policy intent and intent of each county to close businesses including  
5 Plaintiff's for the public good, welfare, and benefit.

6           21.     In order to protect the public, on March 16, 2020, the Health Officer of Los Angeles  
7 County, Muntu Davis, M.D., MPH, issued an order directing all individuals living in the county to  
8 stay at home except that they may leave to provide or receive certain essential services or engage in  
9 certain essential activities ("Los Angeles Order"). A true and correct copy of the Los Angeles  
10 Order is attached hereto as Exhibit 2.

11          22.     In order to protect the public, on March 17, 2020, the City of Riverside issued an  
12 order placing restrictions on certain establishments throughout the City of Riverside. Within this  
13 order included the prohibition of dine-in food service. A true and correct copy of the City of  
14 Riverside Press Release is attached hereto as Exhibit 3.

15          23.     As a result of the order by Mayor Rusty Bailey and the City Council, Plaintiff has  
16 had to completely shut down its business operations and access to the insured properties is  
17 specifically prohibited. Plaintiff has incurred expenses due to the necessary interruption of their  
18 business operations at the Insured Properties.

19          24.     A declaratory judgment interpreting the impact of the County of Los Angeles and  
20 City of Riverside Orders on the insurance coverage provided by Defendant will prevent the  
21 Plaintiff from being left without vital coverage acquired to ensure the survival of their businesses  
22 due to the shutdown caused by the civil authorities' response is necessary. As a result of this order,  
23 Plaintiff has incurred, and continue to incur, a substantial loss of business income and additional  
24 expenses.



1 **FIRST CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 **(Against All Defendants and DOES 1 to 25)**

4 25. Plaintiff re-alleges and incorporates by reference into this cause of action each and  
5 every allegation set forth in each and every paragraph of this Complaint.

6 26. Under California Code of Civil Procedure §1060 et seq., the court may declare  
7 rights, status, and other legal relations, whether or not further relief is or could be claimed.

8 27. An actual controversy has arisen between Plaintiff and Defendant as to their rights,  
9 duties, responsibilities and obligations of the parties under the Policy as a result of the Orders.  
10 Resolution of the duties, responsibilities and obligation of the parties is necessary as no adequate  
11 remedy at law exists and a declaration of the Court is needed to resolve the dispute and  
12 controversy.

13 28. Plaintiff seeks a Declaratory Judgement to determine whether the Orders constitute  
14 a prohibition of access to Plaintiff's Insured Premises by a Civil Authority as defined in the Policy.

15 29. Plaintiff further seeks a Declaratory Judgement to determine whether the Los  
16 Angeles Order triggers coverage under The Civil Authority provision of the Policy if Plaintiff can  
17 prove that there has been a physical loss and damage to the property in the immediate area of the  
18 Insured Properties.

19 30. Plaintiff further seeks a Declaratory Judgement to determine whether the Los  
20 Angeles County and City of Industry Orders trigger coverage under the "Civil Authority" provision  
21 of the Policy if Plaintiff can prove that there has been a physical loss and damage to the property in  
22 the immediate area of the Insured Properties.

23 31. Plaintiff further seeks a Declaratory Judgment to determine whether claim  
24 preparation coverage is available for making a claim under the Policy.

25 **PRAYER FOR RELIEF**


26 Wherefore, Plaintiff herein, Chunying Investments, Inc., dba Dragon House, pray as  
27 follows:  
28

- 1) For a declaration that the Order constitutes a prohibition of access to Plaintiff's Insured Premises by a Civil Authority as defined in the Policy.
- 2) For a declaration that the Order triggers coverage under The Civil Authority provision of the Policy if Plaintiff can prove that there has been a physical loss and damage to the property in the immediate area of the Insured Properties.
- 3) For a declaration that claim preparation coverage for making a claim under the Policy.
- 4) For such other relief as the Court may deem proper.

DATED: May 1, 2020

**FURTADO LAW PC**

By:

  
\_\_\_\_\_  
David J. Furtado  
Attorney for Plaintiff

# **EXHIBIT 1**

**PREMIUM IS > \$5000**

**INSURED**

<b>This section is for policy:</b>	<b>60672-39-45</b>
<b>Assembled-on Date:</b>	<b>11/16/19</b>
<b>Assembled-on Time:</b>	<b>01:27:19</b>
<b>Full Policy Number:</b>	<b>6067239450020</b>
<b>Transaction Number:</b>	<b>001</b>
<b>Operator id:</b>	<b>R9331</b>

**TRANSACTION:  
RENEWAL**



PO BOX 2527 ,  
Grand Rapids, MI. 49501-2527

PRODUCER#: 09 29 09 37F  
KUO MO SUN  
3191 W TEMPLE AVE 225  
POMONA CA 91768

PO BOX 2527  
Grand Rapids, MI. 49501-2527



PRODUCER#: 09 29 09 37F  
KUO MO SUN  
3191 W TEMPLE AVE 225  
POMONA CA 91768

AGTADDXP





KUO MO SUN  
3191 W TEMPLE AVE 225  
POMONA CA 91768  
PRODUCER#: 09 29 09 37F

CHUNYING INVESTMENTS INC.  
DRAGON HOUSE  
10466 MAGNOLIA AVE  
RIVERSIDE CA 92505-1812

KUO MO SUN  
3191 W TEMPLE AVE 225  
POMONA CA 91768



CHUNYING INVESTMENTS INC.  
DRAGON HOUSE  
10466 MAGNOLIA AVE  
RIVERSIDE CA 92505-1812



Dear Farmers® Customer,

Thank you for choosing Farmers for your Business Insurance needs.

In today's business environment, we understand that your business needs may change during the year. For example, you may acquire new equipment, adjust your staffing, add a new location, create electronic ordering and/or billing for your customers or begin offering new services.

**These changes may require updated insurance coverage for your business.**

Farmers and its agents want to help make you smarter about your insurance. To do that, we offer special services at no additional cost to you to help you ensure your business has the coverage it needs.

For example:

- Your agent will be happy to schedule a Farmers Friendly Review® with you. During this review, your agent can talk to you about available insurance discounts, potential coverage gaps, and new products that may be available to you. In addition, if there have been changes in your business since your last policy review, your premium may be eligible for additional pricing consideration.
- MysafetyPoint.com makes safety and loss control information available that may help you avoid workplace injuries and other losses.

To access this information, log onto [www.mysafetypoint.com](http://www.mysafetypoint.com), then register with your policy number and email address to find safety and loss control information that is specific to your type of business.

**ENCLOSED YOU WILL FIND YOUR POLICY DOCUMENTS. PLEASE REVIEW YOUR COVERAGES TO ENSURE THEY MEET YOUR NEEDS.**

If you have any questions, please contact your Farmers agent.

**Kuo Mo Sun**

**Email: [ksun@farmersagent.com](mailto:ksun@farmersagent.com)**

**909-468-2155**



## **Notice To Policyholders Regarding Terrorism Insurance Coverage And Rejection Of Terrorism Coverage**

You are hereby notified that under the Terrorism Risk Insurance Act your policy provides coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of the Act. The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the government by coercion.

You should know that coverage provided by this policy for losses caused by "certified acts of terrorism" is partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States pays a percentage of covered terrorism losses exceeding the statutorily established deductible paid by us as your insurer. The premium charged for this coverage does not include any charges for the portion of loss covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act contains a \$100 billion cap that limits U.S. Government reimbursement and our liability for losses resulting from Certified Acts of Terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The premium cost for such "certified acts of terrorism" is \$ **90 . 00**

You have the right to decline this coverage for "certified acts of terrorism." If you choose to do so, you must sign this form and return it in the enclosed envelope within 30 days of the effective date of this policy. If this policy provides primary coverage for general liability and coverage for "certified acts of terrorism" is declined, that declination will also apply to any umbrella or excess policy issued for this policy by any member Company or Exchange of the Farmers Insurance Group of Companies®.

### **Rejection Of Coverage For "Certified Acts Of Terrorism"**

I hereby elect to reject coverage for "Certified Acts of Terrorism." I acknowledge that by signing this Rejection of Coverage of "Certified Acts of Terrorism" that I understand and agree that I will not have any coverage for such losses under this policy.

_____ Policyholder/Applicant's Signature	_____ TRUCK INSURANCE EXCHANGE Insurance Company
_____ Print Name	_____ 60672-39-45 Policy Number
_____ Date	_____ 01/07/20 Policy Effective Date

**Please be sure to use the correct envelope; do not include this form with your premium payment!**



## STATEMENT

### TRUCK INSURANCE EXCHANGE

° CHUNYING INVESTMENTS INC.  
DRAGON HOUSE  
10466 MAGNOLIA AVE  
RIVERSIDE CA 92505-1812

NOVEMBER 16, 2019

Date

29-09-37F

Agent's Number

60672-39-45

Policy Number

Renewal Statement - The Company will renew your policy for an additional 12 months term only if payment of the premium indicated is made on or before the renewal date of this notice.

### This Statement Reflects:

Effective Date: 01/07/20

Loan Number

☐ New Business ☐ Reinstatement ☐ Change Of Coverage ☐ Added Coverage

\$ Previous Balance Owning  
\$ Premium  
\$ Membership, Policy, Reinstatement, Reissue or Service Fees  
\$ Pro Rata Premium Due  
\$ 9,126.00 Premium For Renewing Entire Present Coverage From 01/07/20 To 01/07/21

\$  
\$  
\$  
\$  
\$  
\$ 9,126.00 Total Charges

\$  
\$ Payments  
\$ Other Credits  
\$ Total Credits

\$ - NONE - BALANCE DUE UPON RECEIPT

\$ Optional Amount  
\$ Refund

THANK YOU FOR PLACING YOUR WORKERS COMPENSATION,  
PERSONAL LINES AND BUSINESS INSURANCE WITH FARMERS.  
DISCOUNTS HAVE BEEN APPLIED TO YOUR POLICY.

IMPORTANT- D-O-N-O-T P-A-Y T-H-I-S N-O-T-I-C-E  
PREMIUM WILL BE BILLED. ACCT # F008169689-001-00001.

## State Required Notification:





## **Notice To Policyholders Regarding Terrorism Insurance Coverage And Rejection Of Terrorism Coverage**

You are hereby notified that under the Terrorism Risk Insurance Act your policy provides coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of the Act. The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the government by coercion.

You should know that coverage provided by this policy for losses caused by "certified acts of terrorism" is partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States pays a percentage of covered terrorism losses exceeding the statutorily established deductible paid by us as your insurer. The premium charged for this coverage does not include any charges for the portion of loss covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act contains a \$100 billion cap that limits U.S. Government reimbursement and our liability for losses resulting from Certified Acts of Terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The premium cost for such "certified acts of terrorism" is \$ **90 . 00**

You have the right to decline this coverage for "certified acts of terrorism." If you choose to do so, you must sign this form and return it in the enclosed envelope within 30 days of the effective date of this policy. If this policy provides primary coverage for general liability and coverage for "certified acts of terrorism" is declined, that declination will also apply to any umbrella or excess policy issued for this policy by any member Company or Exchange of the Farmers Insurance Group of Companies®.

### **Rejection Of Coverage For "Certified Acts Of Terrorism"**

I hereby elect to reject coverage for "Certified Acts of Terrorism." I acknowledge that by signing this Rejection of Coverage of "Certified Acts of Terrorism" that I understand and agree that I will not have any coverage for such losses under this policy.

_____ Policyholder/Applicant's Signature	_____ TRUCK INSURANCE EXCHANGE Insurance Company
_____ Print Name	_____ 60672-39-45 Policy Number
_____ Date	_____ 01/07/20 Policy Effective Date

**Please be sure to use the correct envelope; do not include this form with your premium payment!**



## Important Notice

### Subscription Agreement Notice

(Please keep for your records)

*By payment of the policy premium, you acknowledge that you have received and read the Truck Insurance Exchange Subscription Agreement (the terms of which are provided below) and that you agree to be bound to all of the terms and conditions of the Subscription Agreement.*

*Under the Subscription Agreement, you appoint Truck Underwriters Association (the "Association") to act as the attorney-in-fact. The Association has acted in this capacity since 1935. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as attorney-in-fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.*

*We reserve the right to request that you provide us with a signed Subscription Agreement and if you fail to do so, your coverage may be terminated.*

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### Subscription Agreement

For and in consideration of the benefits to be derived therefrom the subscriber covenants and agrees with Truck Insurance Exchange and other subscribers thereto through their and each of their attorney-in-fact, Truck Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said attorney-in-fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Truck Underwriters Association to be attorney-in-fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as attorney-in-fact, the membership fees and twenty per centum of the Premium Deposit for the insurance provided and twenty per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its attorney-in-fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.

This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.



### **Notice to Policyholders New Marijuana Exclusion**

As you review the enclosed renewal policy, you will notice that an endorsement entitled **Marijuana Exclusion** has been added to your policy contract. Marijuana has historically been excluded from coverage due to its classification as contraband. Due to changes in the legal status of marijuana and marijuana-related products at the state level, this new endorsement clarifies that your policy does not provide coverage for loss, damage or injury related to the ownership, sale or distribution of marijuana.

This notice is for informational purposes only; it is not a part of your insurance contract. It is not a substitute for reviewing your policy and the endorsements included with your policy. Please take a moment to carefully review your policy to better understand the terms and conditions of your coverage.

If you have any questions about this change to your insurance coverage, please contact your Farmers® agent.



## **Important Notice - Regarding Supplementary Payments Coverage**

Dear Farmers Customer,

Thank you for choosing Farmers® for your insurance needs. We appreciate your business and want to keep you informed of an update relating to your policy.

Your commercial insurance policy now contains endorsement J7230-ED1 Supplementary Payments.

This endorsement provides updated policy language in line with current industry standards as provided by Insurance Office Service (ISO) forms. This change may result in a reduction of coverage on your policy with regard to coverage for opposing party's attorney fees.

This notice is not a substitute for reviewing your policy and the endorsements included with your policy. Please review your policy to better understand the terms and conditions of your coverage.

If you have questions, please contact your Farmers agent.



**Truck Insurance Exchange (A Reciprocal Insurer)**  
Member Of The Farmers Insurance Group Of Companies®  
Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

## COMMON POLICY DECLARATIONS

**Named Insured** CHUNYING INVESTMENTS INC.  
DRAGON HOUSE

**Mailing Address** 10466 MAGNOLIA AVE  
RIVERSIDE, CA 92505-1812

F008169689-001-00001

Account No.

Prod. Count

29-09-37F

60672-39-45

Agent No.

Policy Number

**Form of Business** ☐ Individual ☐ Joint Venture ☒ Limited Liability Co.  
☐ Corporation ☐ Partnership ☐ Other Organization

**Business Description:**  
Restaurant

**Policy Period** From 01-07-2020 (not prior to time applied for)  
To 01-07-2021 12:01 A.M. Standard time at your mailing address shown above.

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

The attorney-in-fact (AIF) or management fee for your renewed policy will never exceed 20% of the policy's premiums and will be paid out of the premiums. You may wish to consider this information in deciding whether to accept or decline this offer to renew your policy.

This policy consists of the following coverage parts listed below and for which a premium is indicated. This premium may be subject to change.

Coverage Parts	Premium After Discount And Modification
Businessowners	\$7,375.00
Employment Practices Liability	\$1,671.00
Cyber Liability And Data Breach Expense Coverage	\$80.00
Certified Acts Of Terrorism - See Disclosure Endorsement	Included
Total (See Additional Fee Information Below)	\$9,126.00

**Policy Number:** 60672-39-45

**Effective Date:** 01-07-2020

**Forms Applicable To** 25-9230ED3

**All Coverage Parts:** 56-5166ED5

IL00030498

IL00171198

Reminder-Review Your Coverages

Additional Policy Conditions

Calculation Of Premium

Common Policy Conditions

**Your Agent**

Kuo Mo Sun  
3191 W Temple Ave 225  
Pomona, CA 91768  
(909) 468-2155

---

Countersigned (Date)

---

By Authorized Representative



**Additional Fee Information**

The following additional fees apply on an account, not a per-policy, basis.

- A **service fee** will be assessed on every installment invoice and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, for accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived.

State	Installment Fee
All states except Alaska, Florida, Maryland, New Jersey And West Virginia	\$6.00
Alaska and Maryland	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

- A **returned payment fee** applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. **NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.**

State	NSF Fee
All States Except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia And West Virginia	\$30.00
North Dakota And Oklahoma	\$25.00
Nebraska And Indiana	\$20.00
Florida And West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey And Virginia	Not applicable

- A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All States Except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, Virginia, South Carolina And West Virginia	\$20.00
Nebraska, Rhode Island And South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia And West Virginia	Not applicable

The following applies on a per-policy basis.

- A **reinstatement fee** of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. *This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.*

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.



**J6300**  
3rd Edition

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

<b>SCHEDULE - PART I</b>	
<b>Terrorism Premium (Certified Acts) \$</b>	<b>90 . 00</b>
<b>Additional Information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE - PART II</b>	
<b>Federal share of terrorism losses _____ % Year: 20_____</b> (Refer to Paragraph B. in this endorsement)	
<b>Federal share of terrorism losses _____ % Year: 20_____</b> (Refer to Paragraph B. in this endorsement)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



**Truck Insurance Exchange (A Reciprocal Insurer)**  
Member Of The Farmers Insurance Group Of Companies ®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

## **POLICY DECLARATIONS - RESTAURANT PRIMARY POLICY**

**Named Insured** CHUNYING INVESTMENTS INC.  
DRAGON HOUSE

**Mailing Address** 10466 MAGNOLIA AVE  
RIVERSIDE, CA 92505-1812

**Policy Number** 60672-39-45

☐ **Auditable**

**Policy Period** From 01-07-2020  
To 01-07-2021 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

The following premium credits and discounts applied to the premium associated with this coverage part:

**Multiple Policy Discount - Homeowners And Personal Auto Insurance**

**Multiple Policy Discount - Worker's Compensation**

There may be other credits and discounts you may be able to enjoy, please contact your agent for full details.

**Your Agent**

Kuo Mo Sun  
3191 W Temple Ave 225  
Pomona, CA 91768  
(909) 468-2155

**Effective Date:** 01-07-2020

## BUILDING

**Option:** BV - Blanket Value (see Base Coverage & Extensions for the total limit)  
**Valuation:** ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;  
 ERC - Extended RC; FRC - Functional RC; GRC - Guaranteed RC  
**Abbreviation:** ALS = Actual Loss Sustained; BI = Business Income; EE = Extra Expense

56-2407 1-15  
562407-E1A

Policy Number: 60672-39-45

Effective Date: 01-07-2020

**PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED****PREMISES**

The following coverages apply to the described location (premises). Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual building section for coverages and limits specific to the building.

Premises Number	Bldg. No.	Covered Premises Address	
001	All	10466 Magnolia Ave, Riverside, CA 92505-1812	
Coverage		Limit Of Insurance	Deductible / Waiting Period
Accounts Receivables - On-Premises		\$5,000	\$5,000
Building - Tenant Obligation		\$10,000	\$5,000
Debris Removal		25% Of Loss + 10,000	
Equipment Breakdown		Included	\$5,000
Equipment Breakdown - Ammonia Contamination		\$25,000	
Equipment Breakdown - Drying Out Coverage		Included	
Equipment Breakdown - Expediting Expenses		Included	
Equipment Breakdown - Hazardous Substances		\$25,000	
Equipment Breakdown - Water Damage		\$25,000	
Money And Securities - Inside Premises		\$2,500	\$1,000
Money And Securities - Outside Premises		\$2,500	\$1,000
Outdoor Property - Trees, Shrubs & Plants		\$2,500	\$5,000
Outdoor Property - Trees, Shrubs & Plants(Per Item)		\$500	\$5,000
Personal Effects		\$2,500	\$5,000
Personal Property Off Premises		\$5,000	\$5,000
Pollutant Clean Up And Removal Aggregate		\$10,000	\$5,000
Spoilage		\$2,500	\$5,000
Valuable Paper And Records - On-Premises		\$5,000	\$5,000

**PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS OF INSURANCE**

The following Coverages and Extensions apply to all covered locations (premises) and/or buildings. Please refer to the Individual location (premises) and/or building section for coverages and limits specific to such location (premises) and/or building.

Base Coverages And Extensions	Limit Of Insurance	Deductible/ Waiting Period
Accounts Receivables - Off-Premises	\$2,500	\$5,000
BPP Seasonal Increase	25%	
Business Income - Franchisor Royalties	Included	
Business Income - Tips Included	Included	
Business Income & Extra Expense - Civil Authority	3 Weeks	72 Hours - BI
Business Income (BI) & Extra Expense (EE)	18 Months -ALS	72 Hours
Claims Expense	\$1,000	None
Crime Conviction Reward	\$5,000	None
Customer's Property	\$2,500	\$5,000
Customer's Property - Any Single Item	\$1,000	\$5,000
Employee Dishonesty	\$1,000	\$1,000
Extended Business Income	30 Days	
Fire Department Service Charge	\$1,000	None
Fire Extinguisher Systems Recharge Expense	\$2,500	\$5,000
Forgery And Alteration	\$2,500	\$5,000
Limited Cov. - Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$5,000
Money Orders And Counterfeit Paper Currency	\$1,000	\$5,000
Newly Acquired Or Constructed Buildings	\$250,000	\$5,000
Outdoor Property - Antenna and Satellite Dishes	\$2,500	\$5,000
Personal Property At Newly Acquired Premises	\$100,000	\$5,000
Premises Boundary	1,000 Feet	
Preservation Of Property	60 Days	
Valuable Paper And Records - Off-Premises	\$2,500	\$5,000



**Effective Date:** 01-07-2020

Each paid claim for the following coverage reduces the amount of insurance we provide during the applicable policy period. Please refer to the policy.

### Covered Premises And Operations

56-2407 1-15  
562407-E1D

**Policy Number:** 60672-39-45

**Effective Date:** 01-07-2020

**LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED**

<b>Coverage</b>	<b>Amount /Date</b>
General Aggregate - (Other Than Products & Completed Operations)	\$2,000,000
Products And Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	Included
Each Occurrence	\$1,000,000
Tenants Liability (Each Occurrence)	\$75,000
Medical Expense (Each Person)	\$5,000
Pollution Exclusion - Hostile Fire Exception	Included
Liquor Liability - Aggregate	\$2,000,000
Liquor Liability - Each Common Cause Limit	\$1,000,000
Per Location General Aggregate Limit	Included

**Policy Number:** 60672-39-45**Effective Date:** 01-07-2020**Policy Forms And Endorsements Attached At Inception**

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-2984ED2	CA Notice - Insurer & Dept Of Ins Info
25-9200	Farmers Privacy Notice
56-6191	Cyber Liability & Data Breach Dec
562402-ED1	EPLI Dec
BP00020197	Businessowners Property Coverage Form
BP00060197	Businessowners Liability Coverage Form
BP00090197	Businessowners Common Policy Conditions
BP04150197	Spoilage Coverage
BP04170196	Employment-Related Practices Exclusion
BP04390196	Abuse Or Molestation Exclusion
BP04550197	Tenants Liability Coverage
BP05140103	War Liability Exclusion
E2010-ED3	Conditional Exclusion Of Terrorism
E2042-ED2	Multiple Or Enhanced Damages Exclusion
E3020-ED2	Outdoor Trees, Shrubs And Plants
E3027-ED1	No Covg Certain Computer Related Losses
E3342-ED2	Personal And Advertising Injury Coverage
E3442-ED4	Restaurant Primary Package Endorsement
E4009-ED4	Mold And Microorganism Exclusion
E6036-ED4	Lead Poisoning And Contamination Excl
E6289-ED1	Bus Income & Extra Expense - 18 Months
IL00210498	Nuclear Energy Liability Exclusion
J6300-ED3	Discl Of Prem-Cert Acts Of Terror
J6316-ED1	Excl Of Loss Due To Virus Or Bacteria
J6345-ED1	Exclusion - Violation Of Statutes
J6351-ED2	Limited Terrorism Exclusion
J6353-ED1	Change To Limits Of Insurance
J6578-ED1	EPLI
J6612-ED2	Equipment Breakdown Coverage Endorsement
J6740-ED1	Two Or More Coverage Forms
J6828-ED1	Ltd Covg For Fungi, Wet/Dry Rot
J6839-ED1	Amendment Agg Limit Of Ins
J6847-ED1	Limitation - Employment Practices Liab
J6849-ED2	Deductible Provisions
J7110-ED1	Exclusion Confidential Info
J7115-ED1	Excl Asbestos/Silica/Silica-Related Dust
J7122-ED1	Loss Payment - Profit, Overhead & Fees
J7136-ED1	Pollution Exclusion - Expanded Exception
J7138-ED1	Bus Inc & Extra Exp - Partial Slowdown
J7152-ED1	Liquor Liability

**Policy Number:** 60672-39-45

**Effective Date:** 01-07-2020

**Policy Forms And Endorsements Attached At Inception**

Number	Title
J7157-ED1	Damage To Property Exclusion Revised
J7221-ED1	Marijuana Exclusion
J7230-ED1	Supplementary Payments
S9934-ED4	California Changes
S9946-ED2	California Amendatory Endorsement



## DECLARATIONS EMPLOYMENT PRACTICES INSURANCE COVERAGE - PREFERRED

**THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 30 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.**

Policy Number: **60672-39-45**

1. Named Insured: **CHUNYING INVESTMENTS INC.**

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other

2. Policy Period: **01/07/20** to **01/07/21** at 12:01 A.M.  
(Standard Time at Your address shown below).

3. Address: **10466 MAGNOLIA AVE**  
**RIVERSIDE CA 92505-1812**

4. Limit Of Liability: (Includes Cost Of Defense)

(a) Each Insured Event Limit/Third Party Insured Event	<u>\$250,000</u>
(b) Punitive, Exemplary and multiple damages Limit	<u>\$250,000</u>
(c) Aggregate Limit of Liability	<u>\$250,000</u>

5. Self Insured Retention (Includes Cost Of Defense):

Any One Insured Event/Third Party Insured Event	<u>\$10,000</u>
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6. Prior Knowledge Date: **01/07/19**

7. Retroactive Date: **01/07/19**

8. Premium: **\$1,671.00**

9. Authorized Representatives:

Farmers Insurance  
4450 Rosewood Drive  
Suite 400  
Pleasanton, CA 94588  
800-580-0115

10. Endorsements At Inception:

Refer to Policy Declaration, page 3, Policy forms and Endorsements section for applicable Employment Practice Liability Insurance Coverage Forms.



Truck Insurance Exchange (A Reciprocal Insurer)  
Member Of The Farmers Insurance Group Of Companies®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

## DECLARATIONS CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE

THIS COVERAGE INCLUDES CLAIMS MADE AND REPORTED COVERAGES. SUBJECT TO ITS TERMS, THIS COVERAGE FORM'S CLAIMS MADE COVERAGES APPLY ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 30 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, DURING THE OPTIONAL EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDES DEFENSE COSTS, SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THE COVERAGE FORM CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

**Named Insured** CHUNYING INVESTMENTS INC.  
DRAGON HOUSE

**Policy Number** 60672-39-45

**Mailing Address** 10466 MAGNOLIA AVE  
RIVERSIDE, CA 92505-1812

**Policy Period** From: 01-07-2020  
To: 01-07-2021 12:01 A.M. Standard time at your mailing address shown above.

Retroactive Date: 01/07/2019

Continuity Date: 01/07/2019

**Optional Extension Period:**

Length of optional extension period: \_\_\_\_\_

If no time period is stated, optional extension period coverage is not provided.

**Cyber Extortion Hot Line:** 1-800-435-7764

**Policy Number:** 60672-39-45**Effective Date:** 01-07-2020

Coverage	Limit Of Insurance	Retention/Waiting Period
Aggregate Limit of Liability	\$50,000	
Insuring Agreement A - Information Security & Privacy Liability	\$50,000	\$2,500
Insuring Agreement B - Privacy Breach Response Services	\$50,000/ 5,000 Notified Individuals	\$2,500/ 100 Notified Individuals
Insuring Agreement C - Regulatory Defense & Penalties	\$50,000	\$2,500
Insuring Agreement D - Website Media Content Liability	\$50,000	\$2,500
Insuring Agreement E - PCI Fines, Expenses And Costs	\$10,000	\$2,500
Insuring Agreement F - Cyber Extortion	\$50,000	\$2,500
Insuring Agreement G - First Party Data Protection	\$50,000	\$2,500
Insuring Agreement H - First Party Network Business Interruption Income Loss/Extra Expense Waiting Period	\$50,000	\$2,500  12 hours

**Policy Forms And Endorsements Attached At Inception**

Number	Title
J7155-ED1 W1193-ED1	Cyber Liability Coverage Form Cyber Liab - CA Amendatory Endor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**J7221**  
1st Edition

## MARIJUANA EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS POLICY

- A.** The Businessowners Special Property Coverage Form and **Section I Property** of the Businessowners Coverage Form are amended as follows:

1. The following is added to Paragraph **A.2. Property Not Covered**:

- a. "Marijuana".
2. Coverage under this Policy does not apply to that part of Business Income loss or Extra Expense incurred due to a suspension of your "operations" which involve the design, cultivation, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana".
3. Paragraphs **A.1.** and **A.2.** above do not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:
  - a. Ingestion;
  - b. Inhalation;
  - c. Absorption; or
  - d. Consumption.

- B.** The following exclusion is added to the Businessowners Liability Coverage Form and **Section II Liability** of the Businessowners Coverage Form:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
  - a. The design, cultivation, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana";
  - b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "marijuana"; or
2. "Property damage" to "marijuana".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

However, this exclusion does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

- a. Ingestion;
- b. Inhalation;
- c. Absorption; or
- d. Consumption.

- C.** For the purposes of this endorsement, the following definition is added:

"Marijuana":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC), Cannabidiol (CBD) or any other cannabinoid, regardless of whether any such cannabinoid is natural or synthetic.



- 2.** Paragraph **C.1.** above includes, but is not limited to, any of the following containing such cannabinoid:
- a.** Any plant of the genus *Cannabis* L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
  - b.** Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
    - (1)** Resin, oil or wax;
    - (2)** Hash or hemp; or
    - (3)** Infused liquid or edible marijuana;whether derived from any plant or part of any plant set forth in Paragraph **C.2.a.** above or not.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



Dear Valued Customer,

Have the growth of your business and rising labor costs reduced the accuracy of the payroll or revenue shown on your policy? Have increased costs and inflationary trends reduced the protection provided by your policy? Building and Business Personal Property insurance limits, once adequate, may no longer meet today's repair or replacement costs.

To help compensate for these inflationary trends, the limits of insurance for Building and/or Business Personal Property coverages have been increased by a modest percentage. To keep your policy current with rising labor costs and normal business growth, the payroll and/or revenue have also been increased by a modest percentage.

This renewal offer includes the adjusted limits of insurance, payroll, revenue, and premium for your policy. The adjustments are relatively small, and they're based on estimated increases in the past year's construction and repair costs, as well as other inflationary factors, such as rising labor costs and normal business growth.

These increases do not guarantee adequate coverage for any loss; they are based on estimates. It is possible, for example, that updates or improvements to your property or increased sales might cause your individual needs for coverage to be greater than the amount provided by these adjustments. If you have not reviewed your policy recently, the effects of inflationary changes over time create the likelihood that the increases we made are less than the increases you need for optimal coverage.

These changes are made to better serve your insurance needs, and we encourage you to contact your Farmers<sup>®</sup> agent, who will be pleased to help you with a comprehensive review of your policy.

Acceptance of these changes does not waive the provisions of the coinsurance clause or any other policy clause.

Thank you for choosing Farmers. We appreciate your business.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



**J7230**  
1st Edition

## **SUPPLEMENTARY PAYMENTS**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

Paragraph **d.** or **f. Coverage Extension Supplementary Payments** of the applicable coverage form is deleted and replaced with the following:

### **Coverage Extension Supplementary Payments**

(1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- (a) All expenses we incur.
- (b) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- (e) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limit of liability.

(2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (b) This insurance applies to such liability assumed by the insured;
- (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) The indemnitee:
  - (i) Agrees in writing to:

- I. Cooperate with us in the investigation, settlement or defense of the "suit";
  - II. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
  - III. Notify any other insurer whose coverage is available to the indemnitee; and
  - IV. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (II) Provides us with written authorization to:
- I. Obtain records and other information related to the "suit"; and
  - II. Conduct and control the defense of the indemnitee in such "suit".
- (3) So long as the conditions in Paragraph (2) are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Subparagraph b.(2) of the Contractual Liability Exclusion, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.
- Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
  - (b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above, are no longer met.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

## **EXHIBIT 2**

**SAFER AT HOME ORDER FOR CONTROL OF COVID-19**  
**Temporary Prohibition of All Events and Gatherings**  
**Closure of Non-Essential Businesses and Areas**  
Revised Order Issued: April 10, 2020

**Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine, imprisonment, or both. (California Health and Safety Code § 120295; California Penal Code §§ 69, 148(a)(1); Los Angeles County Code § 11.02.080.)**

**SUMMARY OF THE ORDER:** This County of Los Angeles Health Officer Revised Order (Order) amends and supersedes the Orders and Addendums of the County of Los Angeles Health Officer (Health Officer) issued on March 16, 19, 21, 27, and 31, 2020. This Order is issued to comply with Executive Order N-33-20 issued by Governor Gavin Newsom, wherein the State Public Health Officer ordered all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sectors.

Due to the continued rapid spread of the Novel Coronavirus (COVID-19) and the need to protect the most vulnerable members of our community, this Order continues to prohibit all indoor and outdoor public and private gatherings and events. The Order specifically requires all businesses to cease in-person operations and remain closed to the public, unless the business is defined as an Essential Business by this Order. This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as, all unincorporated areas and cities within the County of Los Angeles with the exception of the cities of Long Beach and Pasadena, and continues through May 15, 2020.

The Health Officer now requires Essential Businesses to implement by no later than 11:59 p.m. on April 15, 2020, a Social Distancing Protocol, which includes a requirement to provide all of their employees whose duties require contact with other employees and/or the public with a cloth face covering to wear while performing duties that involve contact with others.

This Order does not prohibit any individual or members of a single household or living unit from engaging in outdoor activities, as an individual or household, such as jogging, walking, or biking. This Order continues to allow individuals to leave their homes to shop at Essential Businesses, including grocery stores and restaurants offering delivery, drive thru or carry out service, so long as all persons practice Social Distancing and wear a cloth face covering while visiting Essential Businesses.

Further, this Health Officer Order continues the closure of all indoor malls and shopping centers, all swap meets and flea markets, all indoor and outdoor playgrounds, beaches, trails and trailheads, and in-person operations of all non-essential businesses. This Order does not supersede any stricter limitation imposed by a local public entity.

The County Health Officer will continue to monitor the rate of COVID-19 disease spread, the severity of the resulting illnesses and deaths caused, California Department of Public Health (CDPH) and Centers for Disease Control and Prevention (CDC) recommendations, and the effect of this Order. If needed, this Order may be extended, expanded, or otherwise modified to protect the public's health.



**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
ORDER OF THE HEALTH OFFICER**



**UNDER THE AUTHORITY OF THE CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, AND 120175, THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

- 1) Effective immediately on April 10, 2020 and continuing through May 15, 2020, all persons are to remain in their homes or at their place of residence, except to travel to and from Essential Businesses, to work at or provide service to a Healthcare Operation or Essential Infrastructure, to engage in Essential Activities, or to perform Minimum Basic Operations for non-essential businesses, while practicing Social Distancing, as defined in Section 14 of this Order.
  - a) All public and private gatherings of any number of people occurring outside a single household or living unit are prohibited within the County of Los Angeles Public Health Jurisdiction, except for the limited purposes expressly permitted by this Order. Nothing in this Order prohibits members of a single household or living unit from engaging in Essential Activities together.
  - b) Essential Businesses are directed to continue to maximize the number of employees who work from home. Essential Businesses must follow industry-specific guidance issued by the Health Officer on the County of Los Angeles Department of Public Health website related to COVID-19:  
<http://publichealth.lacounty.gov/media/coronavirus/>.
- 2) For Essential Businesses open to any member of the public, excluding clinical settings within Healthcare Operations, the owner, manager, or operator of the Essential Business shall prepare and post by no later than 11:59 p.m. on April 15, 2020, a Social Distancing Protocol for each of their facilities within the County of Los Angeles Public Health Jurisdiction that are frequented by the public or employees. The Social Distancing Protocol must be substantially in the form attached to this Order as Appendix A. The Social Distancing Protocol must be posted at or near the entrance of the relevant facility and shall be easily viewable by the public and employees. A copy of the Social Distancing Protocol must also be provided to each employee performing work at the facility. All Essential Businesses shall implement the Social Distancing Protocol and provide evidence of its implementation to any authority enforcing this Order upon demand. The Social Distancing Protocol must explain how the Essential Business facility is achieving the following, as applicable:
  - a) Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain, at all times, a minimum six (6) foot physical distance from others, except as required to complete an Essential Business activity. Persons who are family members or household contacts, may stand or move together, but must be separated from others by a physical distance of at least six (6) feet.
  - b) Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social Distancing.
  - c) Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g. cashiers). Restrooms normally open to the public shall remain open to the public.
  - d) Posting a sign in a conspicuous place at all public entries that instructs members of the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, and to maintain Social Distancing from one another.
  - e) Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. Essential Businesses are encouraged to also offer touch-less payment mechanisms, if feasible.
  - f) Providing cloth face coverings to employees and contracted workers whose duties require close contact (within 6 feet for 10 minutes or more) with other employees and/or the public.



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- g) Requiring that members of the public who enter the facility wear a face covering during their time in the facility.
  - h) Adhere to communicable disease control recommendations provided by the Los Angeles County Department of Public Health, including guidance for cleaning and disinfecting the site. See guidance posted at [www.publichealth.lacounty.gov/media/Coronavirus/](http://www.publichealth.lacounty.gov/media/Coronavirus/).
- 3) The Health Officer orders the continued closure of the following types of commercial properties, recreational sites and businesses:
- a) Non-Essential Retail Businesses.
  - b) Indoor Malls and Indoor Shopping Centers, including all stores and vendors therein regardless whether they are an Essential or Non-Essential Retail Business. As an exception, permanent Essential Businesses that are part of an Indoor Mall or Indoor Shopping Center, but that are accessible by the public from the exterior of the Indoor Mall or Shopping Center may remain open. The interior of the Indoor Mall or Indoor Shopping Center shall remain closed to the public.
  - c) This Order does not require closure of Essential Businesses in Outdoor Malls and Shopping Centers. However, owners and operators of Outdoor Malls and Shopping Centers shall enforce Social Distancing measures among their visitors.
  - d) Indoor and Outdoor Playgrounds for Children, except for those located within childcare centers.
  - e) All public beaches, piers, public beach parking lots, and beach access points.
  - f) All public trails and trailheads.
  - g) Indoor and Outdoor Flea Markets and Swap Meets.
  - h) Additional types of commercial properties and businesses:
    - (i) Bars and Nightclubs that do not serve food;
    - (ii) Gyms and fitness centers;
    - (iii) Movie Theaters, Drive-In Theaters, Live Performance Theaters, Concert Halls, Arenas and Stadiums;
    - (iv) Bowling Alleys and Arcades; and
    - (v) The portions of wineries, breweries and tap rooms that provide tastings to the public.
- 4) This Order does not supersede any stricter limitation imposed by a local public entity within the Los Angeles County Public Health Jurisdiction.
- 5) This Order considers employees of government agencies working in the course and scope of their public service employment to be Essential Infrastructure.
- a) This Order declares that all government employees to be essential, including, but not limited to, health care providers and emergency responders. Health care providers and emergency responders include employees who serve in the following areas: law enforcement; emergency services and management; first responder; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.
  - b) While all government employees are essential, the employees identified here and the others called to serve in their Disaster Service Worker capacity must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.



**REASONS FOR THE ORDER**

- 6) This Order is based upon scientific evidence and best practices, as currently known and available, to protect members of the public from avoidable risk of serious illness and death resulting from the spread of COVID-19. The intent of this Order is to ensure that the maximum number of people remain in their places of residence to the maximum extent feasible to stem the spread of COVID-19 and mitigate the impact on delivery of critical healthcare services to those in need, as well as to protect the healthcare system from a surge of cases into emergency rooms and hospitals. The Order supports the CDC's efforts to institute more stringent and necessary Social Distancing measures to reduce community transmission of COVID-19.
- 7) Existing community transmission of COVID-19 in Los Angeles County presents a substantial and significant risk of harm to the health of residents. Currently, there is no vaccine available to protect against and no specific treatment for COVID-19. As of April 9, 2020, there have been at least 7,995 cases of COVID-19 and 223 deaths reported in Los Angeles County. There remains a strong likelihood of a significant and increasing number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have mild symptoms, which means they may not be aware they carry the virus and are transmitting it to others.
- 8) The virus that causes COVID-19 is easily spread through person-to-person contact. This risk of transmission is increased when people are in close proximity. All gatherings pose an increased risk for community transmission of COVID-19 and thus, are a substantial risk to public health. As such, scientific evidence shows that at this stage of the public health emergency, it remains essential to continue to slow the virus transmission as much as possible to protect the most vulnerable, to prevent the healthcare system from being overwhelmed, and to prevent deaths. The extension of this Order and the strengthening of its Social Distancing requirements are necessary to further reduce the spread of COVID-19, preserving critical and limited healthcare capacity in the County and advancing to a point in the pandemic where transmission can be controlled.
- 9) In the absence of a specific immunization or treatment for COVID-19, Social Distancing is essential to preventing the spread of this disease. Increasing the practice of Social Distancing and prohibiting events and gatherings is intended to slow transmission of COVID-19. Accordingly, to reduce the community transmission of COVID-19, the Health Officer is continuing the temporary prohibition of all events and gatherings, the closure of Indoor Malls and Shopping Centers as defined in Section 11, and the cessation of in-person operations of certain businesses, as described in Section 12.

**DEFINITIONS**

- 10) For purposes of this Order, Essential Activities, are defined as travel for purposes of:
  - a) Visiting a health or veterinary care professional;
  - b) Obtaining medical supplies or medication;
  - c) Obtaining grocery items or necessary supplies from Essential Businesses for one's household or for delivery to others;
  - d) Legally mandated governmental purposes, such as access to court, social and administrative services;
  - e) Providing care for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
  - f) Complying with an order of law enforcement or court, and;
  - g) Engaging in outdoor recreation activity, in compliance with Social Distancing requirements.
- 11) For purposes of this Order, Indoor Malls and Shopping Centers are defined as: A building with seven (7) or more "sales or retail establishments" with adjoining indoor space. For purposes of this Order, Outdoor Malls and Shopping Centers are defined as: A series of buildings on a common site, either under common ownership or common control or developed together, with seven (7) or more "sales or retail establishments."

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- 12) Non-Essential Retail Businesses are establishments that provide goods or services to the public that do not come within the definition of Essential Businesses set forth in Paragraph 13 of this Order.
- 13) For purposes of this Order, Essential Businesses are defined as the following:
- a) Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. This does not include businesses that sell only prepackaged non-potentially hazardous food which is incidental to the primary retail business;
  - b) Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
  - c) Organizations and Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
  - d) Newspapers, television, radio, magazine, podcast and journalism activities;
  - e) Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities. This subparagraph (e) does not restrict the on-line purchase of automobiles if they are delivered to a residence or Essential Business;
  - f) Banks, credit unions, financial institutions and insurance companies;
  - g) Hardware stores, nurseries; building supply stores;
  - h) Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral home workers and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
  - i) Businesses providing mailing and shipping services, including post office boxes;
  - j) Educational institutions (including public and private K-12 schools, colleges, and universities) for purposes of facilitating distance learning, providing meals for pick-up, or performing Minimum Basic Operations, provided that Social Distancing is practiced;
  - k) Laundromats, dry cleaners, laundry service providers;
  - l) Restaurants and other food facilities that prepare and serve food, but only for delivery, drive thru or carry out. Indoor and outdoor table dining is not permitted. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social Distancing is practiced;
  - m) Businesses that supply office or computer products needed by people who work from home;
  - n) Businesses that supply other Essential Businesses with the support or supplies necessary to operate. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
  - o) Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;



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- p) Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;
  - q) Businesses that manufacture parts and provide necessary service for Essential Infrastructure;
  - r) Home-based care for seniors, adults, disabled persons, or children;
  - s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
  - t) Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in-person visits are not allowed when the occupant is still residing in the residence);
  - u) Military/Defense Contractors/FFRDC (Federally Funded Research and Development Centers). For purposes of this Order, essential personnel may leave their residence to provide any service or perform any work deemed essential for national security including, but not limited to defense, intelligence and aerospace development and manufacturing for the Department of Defense, the Intelligence Community, and NASA and other federal government, and or United States Government departments and agencies. Essential personnel include prime, sub-primes, and supplier contractor employees, at both the prime contract level and any supplier levels at any tier, working on federal United States Government contracts such as contracts rated under the Defense Priorities and Allocations System (DPAS) and contracts for national intelligence and national security requirements;
  - v) Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions: (1) Childcare must be carried out in stable groups of 10 or fewer ("stable" means the same ten (10) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one (1) group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other; (4) Childcare providers shall remain solely with one group of children;
  - w) Hotels, motels, shared rental units and similar facilities;
  - x) Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction;
  - y) Manufacturers and retailers of fabric or cloth that is made into personal protective equipment, such as, face coverings. These businesses may provide their products to purchasers by delivery or pick-up but may not be open to the public;
- 14) For purposes of this Order, "Social Distancing" means: (1) Maintaining at least six-feet of physical distance from individuals who are not part of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a cloth face covering while out in public when in contact with others, not including members of a single household or living unit; and (4) Avoiding all social interaction outside the household when sick with fever or cough.
- 15) This Order does not prohibit persons from leaving their residences to perform any work necessary or provide any services to or obtain services from the following Essential Infrastructure and Healthcare Operations:
- a) Healthcare Operations are hospitals, clinics, laboratories, dentists, pharmacies, physical therapists and chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other

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required state and local licenses, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and all healthcare provided to animals. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined. Healthcare Operations does not include fitness and exercise gyms and similar exercise or training facilities.

- b) Essential Infrastructure, for purposes of this Order, is defined as public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work in compliance with Social Distancing requirements, to the extent practicable.

**ADDITIONAL TERMS**

- 16) This Order does not, in any way, restrict: (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
- 17) Operators of non-essential businesses that are required to cease in-person operations, but may continue to work from home, may travel to those businesses for purposes of Minimum Basic Operations, which means:
- a) The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; process payroll and employee benefits;
- b) The minimum necessary activities to facilitate owners, employees, and contractors of the business being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.
- 18) The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website ([www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the county).
- (a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
- (b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website ([www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
- 19) If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
- 20) This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.



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- 21) This Order is issued in light of the March 19, 2020 Order of the State Public Health Officer, (the "State Shelter Order") which set the baseline statewide restrictions on non-residential business activities, effective until further notice, as well as the Governor's March 19, 2020 Executive Order N-33-20 directing California residents to follow the State Shelter Order. This Order adopts in certain respects more stringent restrictions addressing the particular facts and circumstances in the County of Los Angeles Public Health Jurisdiction, which are necessary to control the public health emergency as it is evolving. Without this tailored set of restrictions that further reduce the number of interactions between persons, scientific evidence indicates that the public health crisis will worsen to the point at which it may overtake available healthcare resources within the County of Los Angeles and increase the death rate.
- 22) Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.
- 23) Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
- 24) This Order shall become effective immediately on April 10, 2020 and will continue to be in effect until 11:59 p.m. on May 15, 2020, or until it is extended, rescinded, superseded, or amended in writing by the Health Officer.

**IT IS SO ORDERED:**

  
\_\_\_\_\_  
**Muntu Davis, M.D., M.P.H.**

Health Officer,  
County of Los Angeles

  
\_\_\_\_\_  
**Date**

## Appendix A: Social Distancing Protocol

Business name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Approximate gross square footage  
of space open to the public: \_\_\_\_\_

**Businesses must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is inapplicable to the business.**

### A. SIGNAGE

- ☐ Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another.
- ☐ Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

### B. MEASURES TO PROTECT EMPLOYEE HEALTH (CHECK ALL THAT APPLY TO THE FACILITY)

- ☐ Everyone who can carry out their work duties from home has been directed to do so.
- ☐ All employees have been told not to come to work if sick.
- ☐ Symptom checks are being conducted before employees may enter the workspace.
- ☐ All employees that have contact during their shift(s) with the public or other employees are offered, at no-cost, a cloth face covering to be used at work when interacting with them.
- ☐ All desks or individual workstations are separated by at least six feet.
- ☐ Break rooms, restrooms, and other common areas are being disinfected frequently, on the following schedule:
  - ☐ Break rooms: \_\_\_\_\_
  - ☐ Restrooms: \_\_\_\_\_
  - ☐ Other: \_\_\_\_\_
- ☐ Disinfectant and related supplies are available to all employees at the following location(s): \_\_\_\_\_
- ☐ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s): \_\_\_\_\_
- ☐ Soap and water are available to all employees at the following location(s): \_\_\_\_\_
- ☐ Employees are allowed frequent breaks to wash their hands.



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☐ Copies of this Protocol have been distributed to all employees.

☐ Optional—Describe other measures:

**C. MEASURES TO PREVENT CROWDS FROM GATHERING**  
**(CHECK ALL THAT APPLY TO THE FACILITY)**

☐ Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times.

Maximum number of customers in the facility:

☐ Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded.

☐ Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain:

☐ Optional-Describe other measures:

**D. MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART**  
**(CHECK ALL THAT APPLY TO THE FACILITY)**

☐ Placing signs outside the store reminding people to be at least six feet apart, including when in line.

☐ Placing tape or other markings at least six feet apart in customer line areas inside the store and on walkways at public entrances with signs directing customers to use the markings to maintain distance.

☐ Separate order areas from delivery areas to prevent customers from gathering.

☐ All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.

☐ Optional—Institute one-way aisles to facilitate Social Distancing.

☐ Optional—Describe other measures:

**E. MEASURES TO PREVENT UNNECESSARY CONTACT (CHECK ALL THAT APPLY TO THE FACILITY)**

☐ Preventing people from self-serving any items that are food-related.

☐ All items are pre-packaged in sealed containers by staff.

☐ Bulk-item food bins are not available for customer self-service use.

☐ Food samples are prohibited.

☐ Providing for contactless payment systems or, if not feasible, sanitizing payment systems regularly.  
Describe:

☐ Optional-Describe other measures (e.g. providing senior-only hours):

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**F. MEASURES TO INCREASE SANITIZATION (CHECK ALL THAT APPLY TO THE FACILITY)**

- ☐ Restrooms normally open to the public shall remain open to the public.
- ☐ Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.
- ☐ Employee(s) assigned to disinfect carts and baskets frequently, preferably after each use.
- ☐ Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people have direct interactions.
- ☐ Disinfecting all payment portals, pens, and styluses after each use.
- ☐ Disinfecting all high-contact surfaces frequently.
- ☐ Optional- Describe other measures:

**Any additional measures not included above should be listed on separate pages, which the business should attach to this document.**

**You may contact the following person with any questions or comments about this protocol:**

**Business**  
**Contact Name:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_



# **EXHIBIT 3**



March 17, 2020

**Riverside County**  
**NEWS RELEASE**

**Contact:**

Brooke Federico  
Riverside County Public Information Officer  
(951) 743-0075  
[bcfederico@rivco.org](mailto:bcfederico@rivco.org)

## **County buildings will close to in-person visits**

*Move is made to flatten the curve of COVID-19*

Following the health order issued yesterday by Dr. Cameron Kaiser, Riverside County public health officer, county offices will close to the public starting Wednesday, March 18.

County government will continue to perform the vital services relied upon by residents and visitors. Community members are urged to visit county department websites, or call for assistance on how to complete requests online, over the phone or through the mail.

"The important work of the county continues. Community members rely on the county for services and we're here for you," said County Executive Officer George Johnson. "By restricting the number of in-person visits to county departments, we will reduce the exposure of novel coronavirus to employees and community members alike. These closures are necessary to flatten the curve of novel coronavirus and ensure the availability of our critical healthcare system."

Employees will telecommute whenever possible or continue to work in the office while maintaining social distance from other coworkers.

Some essential facilities will continue to be open to the public, including the Riverside University Health System-Medical Center, clinics, district attorney locations, probation offices, animal shelters and parks.

# # #