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Superior Court of California
County of Los Angeles

SEP 02 2014

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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

11 THE LOS ANGELES LAKERS, INC., a California
12 corporation,

13 Plaintiff,

14 v.

15 FEDERAL INSURANCE COMPANY, an Indiana
16 corporation,

17 Defendant.

CASE NO. **BC 55 6 4 8 5**

**COMPLAINT FOR BREACH OF
CONTRACT AND TORTIOUS BREACH
OF THE IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**

DEMAND FOR JURY TRIAL

18 Plaintiff The Los Angeles Lakers, Inc. ("LAL") complains of Defendants and alleges as
19 follows:

20 **NATURE OF THIS ACTION**

21 1. LAL is insured under an insurance policy issued by defendant Federal Insurance
22 Company that promised a broad range of protection, including defense and indemnity for claims
23 alleging a wide range of "wrongful acts." While the policy was in effect, LAL was named
24 defendant in a class action lawsuit alleging that LAL sent text messages in violation of the
25 Telephone Consumer Protection Act ("TCPA") to the class members, thereby caused them to incur
26 economic damages. LAL notified Federal of the lawsuit. In response, Federal denied coverage
27 even though its policy did not contain an exclusion for TCPA claims. Even though LAL repeatedly
28 asked Federal to withdraw its denial of coverage and repeatedly explained why the denial was

RECEIPT #: CH19570 0088
DATE PAID: 09/02/14 04:21 PM
PAYMENT: \$35.00
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CRD: \$0.00

CIT/Case: BC556485
LEA/DEF#:

09/02/2014

1 wrong, Federal shuffled responsibility for the claim among multiple claims handlers, each of whom
2 repeated Federal's wrongful denial of coverage. In so acting, Federal breached the terms of the
3 insurance policy and favored its interests over those of LAL, thus acting in bad faith. As a result,
4 LAL has been forced to bring this lawsuit to obtain the benefits promised under the policy, including
5 reimbursement of the amounts incurred in the defense and settlement of the class action lawsuit.

6 **THE PARTIES**

7 2. LAL is a California corporation with its principal place of business in the County of
8 Los Angeles and the State of California.

9 3. Federal is an Indiana corporation with its principal place of business in Warren, New
10 Jersey, and is authorized to transact, and is transacting, business in the State of California and the
11 County of Los Angeles. Federal is, on information and belief, a subsidiary of the Chubb Group of
12 Insurance Companies. LAL is informed and believes, and on that basis alleges that Federal holds
13 itself out as a sophisticated insurance company with significant experience in providing coverage of
14 the type provided by its policy. Indeed, the Chubb Group of Insurance Companies publicly
15 proclaims that "[f]or more than 30 years, Chubb has delivered focused entertainment insurance
16 products with exceptional underwriting, loss control and claim service." See
17 <http://www.chubb.com/businesses/ci/chubb1694.html>. The Chubb Group of Insurance Companies
18 also represents that "[i]f you are looking for world class service, look no further. Chubb is well-
19 known for its customer-first approach to claims handling." See
20 <http://www.chubb.com/businesses/claims/chubb1709.html>.

21 **THE INSURANCE POLICY**

22 4. LAL purchased ForeFront Portfolio Insurance Policy Number 8170-7206 from
23 Federal. The Policy was in effect from January 1, 2012, to January 1, 2013. A true and correct copy
24 of the Policy is attached hereto as Exhibit A and incorporated by reference. The Policy includes
25 Corporate Liability Coverage. Policy, Declarations, Item 3.

26 5. The Policy provides \$5,000,000 in coverage and obligates Federal to pay for the
27 "Loss on behalf of the Insured Organization resulting from any Insured Organization Claim first
28 made against such Insured Organization during the Policy Period, or any applicable Extended

1 Reporting Period, for Wrongful Acts.” *Id.*, Declarations, Item 4, *Directors & Officers Liability*
2 *Coverage Section*, § 1(C).

3 6. LAL is an Insured Organization under the Policy. *Id.*, Endorsement No. 7.

4 7. The Policy defines “Insured Organization Claim” to include “a civil proceeding
5 commenced by the service of a complaint or a similar pleading.” *Id.*, *Directors & Officers Liability*
6 *Coverage Section*, § II(I)(1).

7 8. The Policy defines “Wrongful Acts” as “any error, misstatement, misleading
8 statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or
9 attempted by: . . . any Insured Organization[.]” *Id.*, *Directors & Officers Liability Coverage Section*,
10 § 2(U)(1)(b).

11 9. The Policy states that Federal “shall have the right and duty to defend any Claim
12 covered by this Policy.” *Id.*, *General Terms and Conditions Section*, § IX(A)(1).

13 10. The Policy has certain deductibles. The deductible for Corporate Liability Coverage
14 is “\$100,000.” *Id.*, *Directors & Officers Liability Coverage Section*, Declarations, Item 4.

15 11. Insurance policies widely available in the insurance marketplace, including policies
16 issued by Federal to its insureds, including LAL, contain express exclusions for claims and causes of
17 action arising under the TCPA. However, the Policy contains no such exclusion.

18 12. The Policy contains an “invasion of privacy” exclusion. Specifically, the Policy
19 states that no coverage will be available for any Claim “based upon, arising from, or in consequence
20 of libel, slander, oral or written publication of defamatory or disparaging material, invasion of
21 privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, malicious
22 use or abuse of process, assault, battery or loss of consortium.” Policy, *Directors & Officers*
23 *Liability Coverage Section*, § 3(C)(5).

24 **THE EMANUEL LAWSUIT**

25 13. On November 20, 2012, David M. Emanuel filed a class action lawsuit against LAL.
26 Mr. Emanuel, on behalf of himself and others similarly situated, alleged damages arising from the
27 receipt of a series of text messages from LAL in violation of the TCPA. A true and correct copy of
28 the first amended complaint filed by Mr. Emanuel is attached hereto as Exhibit B and incorporated

1 by reference. The *Emanuel* Complaint alleges facts that constitute “Wrongful Acts” under the
2 Policy. Specifically, the *Emanuel* plaintiffs alleged:

3 Defendant, either directly or through its agents, illegally contacted Plaintiff and
4 the Class members via their cellular telephones by using marketing and text
5 messages, thereby causing Plaintiff and the Class Members to incur certain
6 cellular telephone charges or reduce cellular telephone time for which Plaintiff
7 and the Class Members previously paid[.]

8 *Emanuel* Complaint, ¶ 31.

9 14. The *Emanuel* plaintiffs also alleged that their “suit seeks only damages and injunctive
10 relief for recovery of economic injury on behalf of the Class, and it expressly is not intended to
11 request any recovery for personal injury and claims related thereto.” *Id.*, ¶ 32. Thus the *Emanuel*
12 plaintiffs were clear that they were not asserting claims regarding, or seeking damages for, any
13 personal injury, including invasion of privacy.

14 15. On February 25, 2013, LAL filed a motion to dismiss the lawsuit. Finding no
15 violation of the TCPA, the trial court dismissed the lawsuit with prejudice. Specifically, the trial
16 court found that “a ‘common sense’ reading of the TCPA indicates that, by sending his original
17 message, Plaintiff expressly consented to receiving a confirmatory text from the Lakers.” *Emanuel*
18 *v. Los Angeles Lakers, Inc.*, No. CV 12-9936-GW SHX, 2013 WL 1719035 at *3 (C.D. Cal. Apr. 18,
19 2013). The trial court further stated that “Plaintiff cannot amend his pleading in any way that is non-
20 futile; the single confirmatory response challenged here is simply not actionable under the TCPA.”
21 *Id.* at *4-5. The plaintiffs appealed to the U.S. Court of Appeals for the Ninth Circuit.

22 16. While the appeal was pending, the parties in the *Emanuel* lawsuit engaged in
23 settlement negotiations. In March 2014, the parties entered into a settlement agreement.

24 17. From the inception of the *Emanuel* lawsuit in 2012 until the settlement was finalized
25 in 2014, LAL paid substantial amounts in defense fees and costs.

26 **FEDERAL’S BREACH OF ITS DUTIES**

27 18. LAL timely notified Federal of the *Emanuel* lawsuit on November 27, 2012.
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1 19. On January 3, 2013, Federal sent LAL a letter denying coverage for the *Emanuel*
2 lawsuit on the ground that the Policy's invasion of privacy exclusion barred coverage. In the
3 January 3, 2013, letter, Philip Reed, a claims adjustor for Federal, stated that the
4 "invasion of privacy" exclusion applied. Federal took this position even though this exclusion, in
5 essence, was directed at forms of what has been known in the insurance industry since 1966 as
6 "personal injury" and even though the *Emanuel* plaintiffs expressly had stated that they were not
7 seeking "any recovery for personal injury and claims related thereto." Federal also stated that it was
8 not obligated to defend LAL or pay for LAL's defense in the *Emanuel* lawsuit.

9 20. On January 16, 2013, LAL contacted Federal and requested that it reconsider its
10 coverage position, pointing out that the *Emanuel* plaintiffs alleged economic injury, and not damages
11 for invasion of privacy. LAL also noted that the Policy contained no express exclusion for claims
12 made under the TCPA. On February 5, 2013, David Brennan, a second claims adjustor for Federal,
13 reaffirmed Federal's denial of coverage.

14 21. LAL continued to communicate with Federal over the next seven months. In fact,
15 LAL sent letters to Federal on February 28, 2013, April 11, 2013, and May 24, 2013. Federal
16 continued to shuffle its claims handling responsibilities among various claims adjustors. In addition
17 to Messrs. Reed and Brennan, LAL received responses from James Carson on April 8, 2013, and
18 August 9, 2013, and Irene Petillo on April 24, 2013. Each of these claims personnel continued to
19 reaffirm Federal's denial of coverage for the same spurious reason: the presence of a reference in
20 the *Emanuel* Complaint to the term "invasion of privacy."

21 22. Federal denied coverage, notwithstanding the above facts, even though:

22 a. Federal could have included a TCPA exclusion in the Policy, but did not do so
23 and could not properly interpret the Policy, after LAL suffered a loss, as if it contained such an
24 exclusion;

25 b. The crux of the allegations in the *Emanuel* lawsuit focused upon the economic
26 damages from the annoyance and nuisance of incurring cellular telephone charges or consuming
27 cellular telephone time;

1 c. The *Emanuel* plaintiffs expressly did not seek damages for any invasion of
2 privacy and, in fact, said that they were not alleging or seeking recovery for any personal injury;

3 d. The damages sought by the *Emanuel* plaintiffs were unrelated to invasion of
4 privacy;

5 e. In granting LAL's motion for summary judgment, the district court
6 recognized that the claims did not involve invasion of privacy; and

7 f. The TCPA does not reflect only a concern over intrusions into privacy, but
8 also the separate recognition of, and protection against, the economic impact associated with the
9 receipt of unauthorized communications.

10 23. LAL has complied with all terms and conditions contained in the Policy, except to the
11 extent that its performance has been excused.

12 **FIRST CAUSE OF ACTION**

13 **(Breach of Contract against Federal)**

14 24. LAL realleges and incorporates by reference herein each allegation contained in
15 paragraphs 1 through 23 above.

16 25. The *Emanuel* plaintiffs sought damages on account of "Wrongful Acts" as that term
17 is defined in the Policy.

18 26. Federal had duties to defend and indemnify LAL in the *Emanuel* lawsuit. Federal's
19 duties arose at least at the time of notice and continue until LAL has been fully reimbursed for all of
20 its outstanding defense fees and costs.

21 27. Federal breached its duties by (a) refusing to pay any portion of LAL's defense costs
22 or the settlement; and (b) interpreting the Policy in an unreasonable manner to deprive LAL of
23 insurance coverage for which it paid.

24 28. As a direct and proximate result of Federal's acts, LAL has been damaged in an
25 amount in excess of the Court's jurisdictional limits.

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09/02/2014

1 SECOND CAUSE OF ACTION

2 (Tortious Breach of the Implied Covenant of
3 Good Faith and Fair Dealing against Federal)

4 29. LAL realleges and incorporates by reference herein each allegation contained in
5 paragraphs 1 through 23 and 25 through 27 above.

6 30. Implied in the Policy is a covenant that Federal would act in good faith and deal fairly
7 with LAL, that it would do nothing to interfere with the rights of LAL to receive the benefits due
8 under the Policy, and that it would give at least the same level of consideration to LAL's interests as
9 it gave to its own.

10 31. Federal had a duty to conduct a thorough investigation of LAL's claim for coverage
11 and seek facts that would support LAL's claim. LAL is informed and believes, and on that basis
12 alleges, that instead of doing so, and before conducting any meaningful or objective investigation of
13 LAL's claim, Federal wrongfully denied coverage and wrongfully adopted the position that the
14 *Emanuel* lawsuit was based solely on an invasion of privacy.

15 32. In the course of denying coverage and failing and/or refusing to defend or indemnify
16 LAL, Federal breached the implied covenant of good faith and fair dealing by, among other things:

- 17 • failing and refusing to defend LAL in the *Emanuel* lawsuit and failing and refusing to
- 18 reimburse LAL for any part of its defense costs incurred in the *Emanuel* lawsuit;
- 19 • adopting a coverage position on grounds that it knew are not supported by, and are
- 20 contrary to, the terms of the Policy, the law, insurance industry custom and practice,
- 21 and public policy;
- 22 • failing to conduct an adequate investigation of the *Emanuel* lawsuit and LAL's
- 23 request for coverage; asserting grounds for denying coverage based on its inadequate
- 24 investigation;
- 25 • shuffling inquiries from LAL among multiple claims handlers and ignoring the
- 26 information provided by LAL during its purported investigation of LAL's loss;
- 27 • giving greater consideration to its own interests than to LAL's interests; and
- 28 • refusing to pay for any portion of the settlement of the *Emanuel* lawsuit,

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1 33. Federal did the things and committed the acts alleged above for the purpose of
2 consciously withholding from LAL the rights and benefits to which LAL was entitled under the
3 Policy.

4 34. Federal's acts were inconsistent with the reasonable expectations of its insured, were
5 contrary to established claims practices and legal requirements, and therefore constitute bad faith.

6 35. As a direct and proximate result of Federal's acts and omissions, LAL has been
7 damaged in an amount in excess of the Court's jurisdictional limits. These damages include the
8 amount of the loss that Federal is obligated to pay under the Policy, plus interest, in an amount to be
9 proven at trial.

10 36. Pursuant to the holding in *Brandt v. Superior Court*, 37 Cal. 3d 813 (1985), LAL is
11 entitled to recover as damages all attorneys' fees and expenses that it reasonably has incurred, and is
12 incurring, in its efforts to obtain the policy benefits that Federal wrongfully withheld, and is
13 withholding, in bad faith, plus interest, in an amount to be proven at trial.

14 37. Federal's conduct was despicable and was done with a conscious disregard of LAL's
15 rights, constituting oppression, fraud, and/or malice, in that Federal engaged in a series of acts
16 designed to deny the benefits due under the Policy. Specifically, Federal, through the acts and
17 omissions alleged above, and in light of information, facts, and relevant law to the contrary,
18 consciously disregarded LAL's rights and forced LAL to incur substantial financial losses. Federal
19 ignored LAL's interests and concerns, with the requisite intent to injure within the meaning of
20 California Civil Code section 3294. Therefore, LAL is entitled to recover punitive damages from
21 Federal in an amount sufficient to punish and to make an example of Federal and in order to deter
22 similar conduct.

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WHEREFORE, LAL prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION

1. For damages, plus interest, according to proof at the time of trial.

ON THE SECOND CAUSE OF ACTION

2. For damages, including its reasonable attorneys' fees and expenses incurred in obtaining the benefits due under the Policy, plus interest, according to proof at the time of trial.

3. For punitive damages in an amount to be determined at the time of trial;

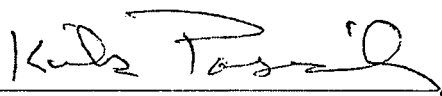
ON BOTH CAUSES OF ACTION

4. For costs of suit incurred herein; and

5. For such other, further, and/or different relief as may be just and proper.

DATED: September 2, 2014

DICKSTEIN SHAPIRO LLP

By: 
Kirk A. Pasich
Attorneys for Plaintiff

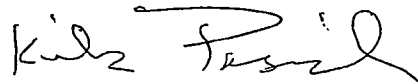
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in this action.

DATED: September 2, 2014

DICKSTEIN SHAPIRO LLP

By: 

Kirk A. Pasich
Attorneys for Plaintiff
THE LOS ANGELES LAKERS, INC.

09/02/2014

09/02/2014

December 16, 2011

Christine Cook
BWD GROUP, LLC.
45 EXECUTIVE DRIVE
PLAINVIEW, NY 11803-1737

RE: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES
D-FENDERS

Insuring Company: Federal Insurance Company

Dear Christine:

Enclosed is our ForeFront Portfolio Policy for the above referenced Insured.

I want to thank you for the opportunity to underwrite this account.

Please let me know if I can be of further assistance.

Sincerely,

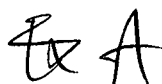


Liza Mattioli

CHUBB SPECIALTY INSURANCE

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00102011



PREMIUM BILL

Insured: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

Date: 12/16/2011

Producer: BWD GROUP, LLC.
45 EXECUTIVE DRIVE
PLAINVIEW, NY 11803-1737

Company: Federal Insurance Company

THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Policy Number: 8170-7206

Policy Period: January 1, 2012 to January 1, 2013

NOTE: PLEASE RETURN THIS BILL WITH REMITTANCE AND NOTE HEREON ANY CHANGES. BILL WILL BE RECEIPTED AND RETURNED TO YOU PROMPTLY UPON REQUEST.

PLEASE REMIT TO PRODUCER INDICATED ABOVE. PLEASE REFER TO 8170-7206

Product	Effective Date	Premium
FFRTP050	01/01/12	\$79,856.00

* For Kentucky policies, amount displayed includes tax and collection fees.

TOTAL POLICY PREMIUM	\$79,856.00
TOTAL INSTALLMENT PREMIUM DUE	\$79,856.00

010212014

PREMIUM BILL

Date: 12/16/2011

Insured: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a
LOS ANGELES D-FENDERS

Producer: BWD GROUP, LLC.
45 EXECUTIVE DRIVE
PLAINVIEW, NY 11803-1737

Company: Federal Insurance Company

THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Policy Number: 8170-7206

Policy Period: January 1, 2012 to January 1, 2013

NOTE: PLEASE RETURN THIS BILL WITH REMITTANCE AND NOTE HEREON ANY CHANGES. BILL WILL BE RECEIPTED AND RETURNED TO YOU PROMPTLY UPON REQUEST.

Product	Effective Date	Commission Rate	Premium
FFRTP050	01/01/12	15.00 %	\$79,856.00

* For Kentucky policies, amount displayed includes tax and collection fees.

TOTAL POLICY PREMIUM	\$79,856.00
TOTAL INSTALLMENT PREMIUM DUE	\$79,856.00

WHEN REMITTING PLEASE INDICATE POLICY OR CERTIFICATE NUMBER

0910212014

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**
(for policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), effective December 26, 2007, this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, 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 United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

IMPORTANT NOTICE TO POLICYHOLDERS

Insuring Company: Federal Insurance Company

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

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Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Employment Practices Liability (EPL) Loss Prevention Services

- **Employment Practices Loss Prevention Guidelines Manual**
Written by Seyfarth Shaw exclusively for Chubb, this manual provides an overview of key employment issues and offers proactive ideas for avoiding employment lawsuits. To order the *Employment Practices Loss Prevention Guidelines*, simply call 1.866.282.9001, order 14-01-0061, and provide your mailing address.

Additional employment practices loss prevention services are available to customers who purchase employment practices liability insurance from Chubb. For more information, simply consult <http://csi.chubb.com/eplossprevention> or email csi-info@chubb.com.

Directors and Officers (D&O) Liability Loss Prevention Services

- **Directors and Officers Liability Loss Prevention Manual**
Written by Dan A. Bailey exclusively for Chubb, *Directors and Officers Liability Loss Prevention* discusses general principles governing D&O liability and potential exposures for directors and officers. To order *Directors and Officers Liability Loss Prevention*, simply call 1.866.282.9001, order 14-01-0035, and provide your mailing address.
- **Loss Prevention Guidelines for Independent Directors**
Written exclusively for Chubb by Dan A. Bailey, this manual discusses roles played by independent directors, the increasing importance of independent directors, and corporate governance best practices. To order *Loss Prevention Guidelines for Independent Directors*, simply call 1.866.282.9001, order 14-01-0679, and provide your mailing address.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**
Written by Dan A. Bailey exclusively for Chubb, *Fiduciary Liability Loss Prevention* discusses general principles governing fiduciary liability and reviews basic fiduciary duties under ERISA. To order *Fiduciary Liability Loss Prevention*, simply call 1.866.282.9001, order 14-01-0039, and provide your mailing address.

Miscellaneous Professional Liability Loss Prevention Services

- **What is E&O Liability Insurance Booklet**
What is E&O Liability Insurance discusses general principles governing E&O liability and potential exposures facing professionals in their performance as professionals. To order *What is E&O Liability Insurance*, simply call 1.866.282.9001, order 14-01-0157, and provide your mailing address.

Internet Liability Loss Prevention Services

- **Internet Liability Loss Prevention Manuals**

Chubb offers the *Safety'NetSM Risk Management Guide* and the *Chubb CyberRisk Handbook*, in an effort to educate clients on the exposures associated with online commerce and web sites. To order the *Safety'NetSM Risk Management Guide*, simply call **1.866.282.9001**, order 14-01-0488, and provide your mailing address. To order the *Chubb CyberRisk Handbook*, simply call **1.866.282.9001**, order 17-01-0093, and provide your mailing address.

Crime Loss Prevention Services

- **White Collar Crime Loss Prevention Manual**

Written by Ernst & Young exclusively for Chubb, *White Collar Crime: Loss Prevention through Internal Control* discusses general principles governing workplace crime exposures. To order *White Collar Crime: Loss Prevention through Internal Control*, simply call **1.866.282.9001**, order 14-01-0044, and provide your mailing address.

Kidnap/Ransom & Extortion Loss Prevention Services

- **Kidnap/Ransom & Extortion Loss Prevention Manuals**

Chubb offers *Managing Terrorism Risks* and *Managing Travel Risks*, written exclusively for Chubb by the Ackerman Group, Inc., an international security consultant. To order the *Managing Terrorism Risks*, simply call **1.866.282.9001**, order 14-01-0179, and provide your mailing address. To order the *Managing Travel Risks*, simply call **1.866.282.9001**, order 14-01-0178, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

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Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

Insuring Company: Federal Insurance Company

As a purchaser of an Employment Practices Liability Coverage Section and/or a Fiduciary Liability Coverage Section, please note that the Company has the right and duty to defend any Claim (as such term is defined in the Definitions section of each applicable Coverage Section) covered by each applicable Coverage Section, unless such Coverage Section has been amended by written endorsement. Defense counsel for any such Claim shall be selected by the Company from the Company's list of approved defense firms. Please also note that, as a condition precedent to any right to coverage under each applicable Coverage Section, all Claims must be reported to the Company in writing in the manner and within the time provided in the Reporting and Notice provisions of such Coverage Section.

For a list of approved defense firms, please contact your insurance agent or broker, or access such list by using the following internet address:

http://csi.chubb.com/panel_counsel.asp

Please note that the Company reserves the right to modify such list at any time without notice.

09102104*

DECLARATIONS

FEDERAL INSURANCE COMPANY

A stock insurance company, incorporated under the laws of Indiana, herein called the **Company**.

Policy Number: 8170-7206

THE LIABILITY COVERAGE SECTIONS (WHICHEVER ARE PURCHASED) PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED UNLESS OTHERWISE PROVIDED HEREIN, BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:
Principal Address:

THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS
555 N NASH STREET
EL SEGUNDO, CA 90245

Item 2. Policy Period:

- (A) From 12:01 A.M. on January 1, 2012
(B) To 12:01 A.M. on January 1, 2013
Local time at the address shown in Item 1.

Item 3. A Combined Maximum Aggregate Limit of Liability option is only available if indicated by X:

- Yes No The Combined Maximum Aggregate Limit of Liability for all
Claims under all Liability Coverage Sections shall be: N/A

Item 4. Coverage is only available for the following if indicated by X:

- Yes No Directors & Officers Liability Coverage Section
 Yes No Employment Practices Liability Coverage Section
 Yes No Fiduciary Liability Coverage Section
 Yes No Miscellaneous Professional Liability Coverage Section
 Yes No Internet Liability Coverage Section
 Yes No Crime Non-Liability Coverage Section
 Yes No Kidnap/Ransom & Extortion Non-Liability Coverage Section
 Yes No Workplace Violence Expense Non-Liability Coverage Section

Item 5. Extended Reporting Period:

(A) Additional Period:

365	Day(s)
N/A	Year(s)
N/A	Year(s)

(B) Additional Premium:

75 % of Annual Premium
N/A of Annual Premium
N/A of Annual Premium

Item 6. Termination of prior policies:

8170-7206 (Jan 1, 2011 - Jan 1, 2012)

In witness whereof, the **Company** issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY

W. Andrew Macan

Secretary

12/16/2011

Date

Paul I. Krump

President

[Signature]

Authorized Representative

09-02-2014

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company and the Insureds agree as follows:

I. TERMS AND CONDITIONS

Except for these General Terms and Conditions or unless stated to the contrary in any Coverage Section of this Policy, the terms and conditions of each Coverage Section apply only to that Coverage Section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Section, the terms and conditions of such Coverage Section shall control for purposes of that Coverage Section. Any defined term referenced in these General Terms and Conditions but defined in a Coverage Section shall, for purposes of coverage under that Coverage Section, have the meaning set forth in that Coverage Section.

II. GENERAL DEFINITIONS

- (A) **Anniversary Date** means that date and time exactly one (1) year after the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions, and each succeeding date and time exactly one (1) year after the previous **Anniversary Date**.
- (B) **Claim** shall have the meaning ascribed to that term in each **Liability Coverage Section**.
- (C) **Coverage Event** means the event or loss which must occur, be sustained or discovered in order to invoke coverage under each **Non-Liability Coverage Section**.
- (D) **Debtor in Possession** means a debtor in possession as such term is used in Chapter 11 of the United States of America Bankruptcy Code.
- (E) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.
- (F) **Financial Impairment** means the status of an **Insured Organization** resulting from:
 - (1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Insured Organization**; or
 - (2) such **Insured Organization** becoming a **Debtor in Possession**.
- (G) **Insured** means all organizations, plans and natural persons defined as **Insureds** in each Coverage Section.
- (H) **Insured Organization** means the **Parent Corporation** and any **Subsidiary** created at any time or any **Subsidiary** acquired on or before the inception date as set forth in Item 2(A) of the Declarations of these General Terms and Conditions, or subject to Section XI Changes in Exposure of these General Terms and Conditions, during the **Policy Period**. **Insured Organization** shall also mean any such entity as a **Debtor in Possession** or an equivalent status under the law of any other country.

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- (I) **Insured Person** shall have the meaning ascribed to that term in each Coverage Section. Solely with respect to any **Liability Coverage Section**, coverage for an **Insured Person** shall also include coverage for:
- (1) the lawful spouse of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such spouse's status as a spouse, or such spouse's ownership interest in property, which is sought by the claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
 - (2) in the event of the death, incapacity or bankruptcy of an **Insured Person**, the estate, heirs, legal representatives or assigns of such **Insured Person**;
- but any such coverage shall apply only with respect to a **Wrongful Act** of such **Insured Person**. All terms and conditions of this Policy, including without limitation, the Deductible Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to loss incurred by such spouses, estates, heirs, legal representatives and assigns of such **Insured Person**.
- (J) **Liability Coverage Section** means the Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability, Miscellaneous Professional Liability and the Internet Liability Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.
- (K) **Loss**:
- (1) with respect to any **Liability Coverage Section**, shall have the meaning ascribed to that term in such Coverage Section; or
 - (2) with respect to any **Non-Liability Coverage Section**, means the total amount covered under such Coverage Section as a result of any **Coverage Event**.
- (L) **Non-Liability Coverage Section** means the Crime, Kidnap/Ransom and Extortion and Workplace Violence Expense Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.
- (M) **Parent Corporation** means the entity named in Item 1 of the Declarations of these General Terms and Conditions.
- (N) **Policy Period** means the period of time set forth in Item 2 of the Declarations of these General Terms and Conditions, subject to any prior termination in accordance with Section XIX Termination of Policy of these General Terms and Conditions.
- (O) **Policy Year** means the period, within the **Policy Period**, from the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions to the first **Anniversary Date**, or the period from an **Anniversary Date** to its next succeeding **Anniversary Date**, subject to any prior termination as set forth in Section XIX Termination of Policy of these General Terms and Conditions.
- (P) **Potential Employment Claim** means a complaint or allegation of a **Wrongful Act** in connection with **Discrimination, Harassment, Retaliation, Workplace Tort** or **Wrongful Employment Decision** that does not constitute an **Employment Claim** but which may subsequently give rise to an **Employment Claim** brought by or on behalf of an **Insured Person** that is lodged with the

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Insured Organization's human resource department or other department that provides a function similar to a human resource department. Solely with respect to this Definition (P), the terms **Wrongful Act, Discrimination, Harassment, Retaliation, Workplace Tort, Wrongful Employment Decision, Employment Claim and Insured Person** shall have the meaning ascribed to them in the Employment Practices Liability Coverage Section.

- (Q) **Potential Third Party Claim** means a complaint or allegation of a **Wrongful Act** in connection with **Third Party Discrimination or Sexual Harassment** that does not constitute a **Third Party Claim** but which may subsequently give rise to a **Third Party Claim** brought by or on behalf of a **Third Party** that is lodged with the **Insured Organization's** legal department or an individual responsible to receive such complaints or allegations. Solely with respect to this Definition (Q), the terms **Wrongful Act, Third Party Discrimination or Sexual Harassment, Third Party Claim** or **Third Party** shall have the meaning ascribed to them in the Employment Practices Liability Coverage Section.
- (R) **Related Claims** means all **Claims** for **Wrongful Acts** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.
- (S) **Subsidiary** means:
- (1) any entity during any time in which the **Parent Corporation** owns or controls, directly or through one or more **Subsidiaries**, the right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees;
 - (2) any limited liability company during any time in which the **Parent Corporation** owns or controls, directly or through one or more **Subsidiaries**, the right to elect, appoint or designate more than fifty percent (50%) of such entity's managers;
 - (3) any corporation during any time in which the **Parent Corporation** owns, directly or through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Parent Corporation** solely controls the management and operation of such corporation ("Controlled Joint Venture"); and
 - (4) any foundation, charitable trust or political action committee during any time in which such entity or organization is controlled by the **Parent Corporation**.
- (T) **Wrongful Act** shall have the meaning ascribed to that term in each **Liability Coverage Section**.

III. TERRITORY

Coverage shall extend anywhere in the world.

IV. EXTENDED REPORTING PERIOD

- (A) If any **Liability Coverage Section** is either terminated or not renewed for any reason other than nonpayment of premium, any **Insured Organization** or any **Insured Person** shall have the right to purchase an Extended Reporting Period for one of the periods set forth in Item 5(A) of the Declarations of these General Terms and Conditions. This right to purchase an Extended

Reporting Period shall lapse unless written notice of the desired Extended Reporting Period, together with payment of the additional applicable premium due as set forth in Item 5(B) of the Declarations of these General Terms and Conditions is received by the **Company** within sixty (60) days after the end of the Policy Period.

- (B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by such **Liability Coverage Section** will be extended to apply to **Loss** from **Claims** first made during such Extended Reporting Period but only for **Wrongful Acts** committed or allegedly committed before the end of the **Policy Period** or the date of any conversion of coverage described in Section XI Changes in Exposure of these General Terms and Conditions, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the **Policy Year** immediately preceding the expiration of the **Policy Period**.
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V. LIMIT OF LIABILITY

- (A) Solely with respect to all **Liability Coverage Sections**:

- (1) If the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** is purchased, as set forth in Item 3 of the Declarations of these General Terms and Conditions, such amount shall be the combined maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under all **Liability Coverage Sections** combined, regardless of the number of **Claims**; provided that, the maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall not exceed the respective maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, regardless of the number of **Claims**. If the maximum aggregate Limit of Liability of any **Liability Coverage Section** as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, is less than the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions, such lesser limit shall be a sublimit and such amount shall be part of, and not in addition to, the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions.
- (2) If the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** is not purchased, as set forth in Item 3 of the Declarations of these General Terms and Conditions, the maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall be the respective maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, regardless of the number of **Claims**.
- (3) Except as otherwise expressly provided in any **Liability Coverage Section**, **Defense Costs** are part of and not in addition to the applicable maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section** and payment by the **Company** of **Defense Costs** shall reduce and may exhaust such Limit(s) of Liability.

- (B) Solely with respect to each **Non-Liability Coverage Section**, the **Company's** maximum liability shall be the respective Limit(s) of Liability described in the applicable **Non-Liability Coverage Section**.

VI. DEDUCTIBLE AMOUNT

- (A) Solely with respect to any **Liability Coverage Section**:

(1) The **Company's** liability with respect to **Loss** arising from each **Claim** covered under one or more **Liability Coverage Sections** shall apply only to that part of **Loss** which is in excess of the applicable Deductible Amount set forth in the Declarations of each applicable Coverage Section. If different parts of a single **Claim** are subject to different Deductible Amounts, the applicable Deductible Amounts will be applied separately to each part of such **Claim**, but the sum of such Deductible Amounts shall not exceed the largest applicable Deductible Amount. Such Deductible Amount shall be borne by the **Insureds** uninsured and at their own risk.

(2) No Deductible Amount shall apply to **Loss** incurred by any **Insured Person** for which the **Insured Organization** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of **Financial Impairment**.

(3) If the **Insured Organization** is permitted or required by common or statutory law to indemnify the **Insured Persons** for any **Loss**, or to advance **Defense Costs** on their behalf, under any **Liability Coverage Section** and fails or refuses to do so other than for reasons of **Financial Impairment**, then the **Insured Organization** shall reimburse and hold harmless the **Company** for the **Company's** payment or advancement of such **Loss** up to the amount of the applicable Deductible Amount.

(4) In the event that:

- (a) a final adjudication with prejudice pursuant to a trial, motion to dismiss or a motion for summary judgment of any **Claim**; or
- (b) a complete and final settlement with prejudice of any **Claim**;

establishes that none of the **Insureds** in such **Claim** are liable for any **Loss**, no Deductible Amount shall apply to **Defense Costs** incurred in connection with any such **Claim**, and the **Company** will reimburse the **Insureds** for any covered **Defense Costs** paid by the **Insureds** within the Deductible Amount otherwise applicable to such **Claim**; provided that this paragraph (4) shall not apply to any (i) **Employment Claim** or **Third Party Claim** which is not a class action, or (ii) **Professional Services Claim** (as such terms are defined in the applicable **Liability Coverage Sections**).

- (B) Solely with respect to any **Non-Liability Coverage Section**:

(1) The **Company** shall pay loss that exceeds the amount of recoveries made prior to such payment, less the Deductible Amount set forth in the Declarations for the applicable **Non-Liability Coverage Section**.

(2) If the **Insured** receives payment under another policy or bond, after applying a deductible, for loss also covered hereunder, then the Deductible Amount set forth in the

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Declarations for the applicable **Non-Liability Coverage Section** shall be reduced by the deductible previously applied to such loss.

VII. REPORTING

(A) Solely with respect to any Liability Coverage Section:

- (1) Any **Insured** shall, as a condition precedent to exercising their rights under any **Liability Coverage Section**, give to the **Company** written notice as soon as practicable of any **Claim**.
- (2) If during the **Policy Period**, or any applicable **Extended Reporting Period**, an **Insured** becomes aware of a **Potential Employment Claim** or **Potential Third Party Claim** which could give rise to any **Employment Claim** or **Third Party Claim** (as such terms are defined in the **Employment Practices Liability Coverage Section**) or becomes aware of circumstances which could give rise to any **Claim**, other than an **Employment Claim** or a **Third Party Claim** (as such terms are defined in the **Employment Practices Liability Coverage Section**), and gives written notice of such **Potential Employment Claim**, **Potential Third Party Claim** or circumstances to the **Company** as soon as practicable thereafter but before the expiration or cancelation of this Policy, then any **Claim** subsequently arising from such **Potential Employment Claim**, **Potential Third Party Claim** or circumstances shall be considered to have been made against the **Insured** during the **Policy Year** in which the **Potential Employment Claim**, **Potential Third Party Claim** or circumstances were first reported to the **Company**.
- (3) All **Insureds** shall, as a condition precedent to exercising their rights under this Policy, give to the **Company** such information and cooperation as it may reasonably require, including but not limited to a description of the **Claim**, **Potential Employment Claim**, **Potential Third Party Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential damage, the names of the actual or potential claimants, and the manner in which such **Insured** first became aware of the **Claim**, **Potential Employment Claim**, **Potential Third Party Claim** or circumstances.
- (4) All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with paragraphs (2) and (3) above.

(B) Solely with respect to any Non-Liability Coverage Section, reporting of a **Coverage Event** shall be in accordance with the applicable **Proof of Loss and Legal Proceedings Section** of each **Coverage Section**.

VIII. NOTICE

- (A) Any notice to the **Company** with respect to any **Coverage Section** shall designate the **Coverage Section** under which the notice is being given and shall be treated as notice under only the **Coverage Section(s)** so designated.
- (B) All notices to the **Company** under this Policy of **Claims**, **Potential Employment Claims**, **Potential Third Party Claims** or circumstances under any **Liability Coverage Section** or of

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Coverage Events under any **Non-Liability Coverage Section** shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow St.
Simsbury, CT 06070-7683

(C) All other notices to the **Company** under this Policy shall be given in writing addressed to:

Attn: Underwriting
Chubb Group of Insurance Companies
82 Hopmeadow St.
Simsbury, CT 06070-7683

(D) Any such notice shall be effective on the date of receipt by the **Company** at such address.

IX. DEFENSE AND SETTLEMENT

(A) Solely with respect to any **Liability Coverage Section**:

- (1) The **Company** shall have the right and duty to defend any **Claim** covered by this Policy. Coverage shall apply even if any of the allegations are groundless, false or fraudulent. The **Company's** duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.

- (2) The **Company** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the **Company's** recommendation (a "Proposed Settlement"), Section VI Deductible Amount (A)(4) shall not apply and the **Company's** liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed:
 - (a) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to Proposed Settlement of such **Claim**; plus;

 - (b) seventy percent (70%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above, incurred in connection with such **Claim**; subject in all events to the applicable Deductible Amount and the available Limit of Liability set forth in the applicable Declarations. The remaining thirty percent (30%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above will be borne by the **Insured** uninsured and at its own risk, notwithstanding anything to the contrary contained in Section X Allocation.

- (3) No **Insured** shall settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Company's** written consent, which shall not be unreasonably withheld. The **Company** shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented.

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- (4) The **Company** will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the **Company's** applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the **Company's** Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

- (5) If the combined maximum aggregate Limit of Liability is purchased as set forth in Item 3 of the Declarations of these General Terms and Conditions, then the **Company** will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the **Company's** combined maximum aggregate Limit of Liability has been exhausted by the payment of **Loss**. If the **Company's** combined maximum aggregate Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

(B) With respect to all Coverage Sections:

The **Insureds** agree to provide the **Company** with all information, assistance and cooperation which the **Company** reasonably requests and agree they will do nothing that may prejudice the **Company's** position or its potential or actual rights of recovery.

X. ALLOCATION

If, in any **Claim** under a **Liability Coverage Section**, the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this Policy and also loss that is not covered by this Policy because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then coverage shall apply as follows:

- (1) **Defense Costs**: one hundred percent (100%) of reasonable and necessary **Defense Costs** incurred by such **Insured** from such **Claim** will be considered covered **Loss**; and

 - (2) loss other than **Defense Costs**: all remaining loss incurred by such **Insured** from such **Claim** will be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.
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XI. CHANGES IN EXPOSURE

(A) Acquisition of Another Organization

- (1) If any **Insured Organization** acquires another entity or merges with another entity (each an "**Acquired Organization**") such that the **Insured Organization** is the surviving entity, and if as a result of such acquisition or merger the **Acquired Organization** would otherwise become a **Subsidiary**, then coverage shall be provided for such **Acquired Organization** and its **Insureds**, with respect to any:
 - (a) **Liability Coverage Section**: solely for **Wrongful Acts** committed or allegedly committed after the effective date of such event; or

(b) **Non-Liability Coverage Section:** after the effective date of such event, pursuant to the Liability for Prior Losses Section of any such **Non-Liability Coverage Section**.

(2) If, at the time of an event described in paragraph (1) above:

(a) the assets under management by, or the assets of, the Acquired Organization exceed twenty-five percent (25%) of the total assets under management by or the total assets of, the **Insured Organization** as reflected in the **Parent Corporation's** then most recent audited consolidated financial statements; or

(b) solely with respect to the Employment Practices Liability Coverage Section, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions, the total number of employees of the Acquired Organization exceeds twenty-five percent (25%) of the total number of employees of the **Insured Organization** immediately prior to such event;

then the **Parent Corporation** shall provide to the **Company** written notice of the event containing full details thereof, as soon as practicable, and the **Company**, in its sole discretion, may require additional terms, conditions and limitations of coverage and additional premium shall be paid.

(B) **Cessation of Subsidiaries**

If any **Subsidiary** ceases to be a **Subsidiary** before or during the **Policy Period**, then with respect to any:

(1) **Liability Coverage Section:** coverage under this Policy shall continue for such **Subsidiary** and its **Insureds** until the expiration of this Policy, but solely for **Claims** for **Wrongful Acts** committed or allegedly committed prior to the effective date of such cessation; or

(2) **Non-Liability Coverage Sections:** such **Subsidiary** and its **Insureds** cease to be **Insureds** as of the effective date of such cessation, and coverage under this Policy shall apply as provided in such **Non-Liability Coverage Section**.

(C) **Conversion of Coverage under Certain Circumstances**

If, during the **Policy Period**, any of the following events occur:

(1) the acquisition of all or substantially all of the **Parent Corporation's** assets, by another organization, person or group of organizations or persons acting in concert, or the merger or consolidation of the **Parent Corporation** into or with another entity such that the **Parent Corporation** is not the surviving entity; or :

(2) another organization, person or group of organizations or persons acting in concert acquires securities or voting rights which results in ownership or voting control by the other organization(s) or person(s) of more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of directors, trustees, members of the Board of Managers or management committee members of the **Parent Corporation**;

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coverage under this Policy shall, with respect to:

- (a) any **Liability Coverage Section**: continue until the expiration of this Policy, solely for **Claims for Wrongful Acts** committed or allegedly committed prior to such event;
- (b) the **Crime Coverage Section**: terminate subject to Exclusions (H) and (I) of such Coverage Section;
- (c) the **Kidnap/Ransom and Extortion Coverage Section**: terminate subject to Exclusion (10) of such Coverage Section; or
- (d) and the **Workplace Violence Coverage Section**: terminate subject to Exclusion (E) of such Coverage Section.

The **Parent Corporation** shall give written notice of such event to the **Company** as soon as practicable together with such information as the **Company** may require, and the entire premium for this Policy will be deemed fully earned as of such event.

XII. REPRESENTATIONS AND SEVERABILITY

- (A) In granting coverage to the **Insureds** under this Policy, the **Company** has relied upon the declarations and statements in the written application(s) for this Policy. Such declarations and statements are the basis of the coverage under this Policy and shall be considered as incorporated in and constituting part of this Policy.
 - (B) Solely with respect to any **Liability Coverage Section(s)**, any written application(s) for coverage shall be construed as a separate application(s) for coverage by each **Insured Person**. With respect to the declarations and statements in such application(s):
 - (1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available; and
 - (2) only facts pertaining to and knowledge possessed by the Chief Financial Officer, President, Chief Executive Officer or Chairperson of any **Insured Organization** or any other individual signing such application(s) shall be imputed to any **Insured Organization** for the purpose of determining if coverage is available.
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XIII. VALUATION AND FOREIGN CURRENCY

All premiums, limits, deductibles, loss and other amounts under this Policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in any Coverage Section, if a judgment is rendered, a settlement is denominated or any element of loss under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of loss is due, respectively.

XIV. SUBROGATION

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In the event of any payment under this Policy, the **Company** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of such **Insured**.

XV. RECOVERIES

- (A) Recoveries of loss with respect to any **Claim** or **Coverage Event**, whether effected by the **Company** or by an **Insured**, less the cost of recovery, shall be distributed as follows:
 - (1) first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Liability;
 - (2) second, to the **Company** for the amount of such loss paid to an **Insured** as covered **Loss**;
 - (3) third, to an **Insured** for the Deductible Amount applicable to such loss;
 - (4) fourth, to an **Insured** for the amount of such loss excluded under this Policy.
- (B) Recovery from reinsurance or indemnity of the **Company** shall not be deemed a recovery hereunder.

XVI. ACTION AGAINST THE COMPANY

No action may be taken against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the **Company** be impleaded by such **Insured** or legal representatives of such **Insured**.

XVII. PARENT CORPORATION RIGHTS AND OBLIGATIONS

By acceptance of this Policy, the **Parent Corporation** is considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including Notice of Claim or Proof of Loss (except the giving of notice to apply for the Extended Reporting Period); the adjustment of the amount of **Loss** submitted; the giving of written notice of termination and the receipt or enforcement of payment of a **Loss**; and the **Parent Corporation** shall be responsible for application of any such payment, as provided for in this Policy, and each **Insured** agrees that the **Parent Corporation** shall act on their behalf.

XVIII. ALTERATION AND ASSIGNMENT

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No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy which is signed by an authorized employee of Chubb & Son, a division of Federal Insurance Company.

XIX. TERMINATION OF POLICY

- (A) This Policy shall terminate at the earliest of the following times:
- (1) upon receipt by the **Company** of written notice of termination from the **Parent Corporation**; provided that this Policy may not be terminated by the **Parent Corporation** after the effective date of any event described in Section XI Changes in Exposure (C) of these General Terms and Conditions;
 - (2) upon expiration of the **Policy Period** as set forth in Item 2(B) of the Declarations of these General Terms and Conditions;
 - (3) twenty (20) days after receipt by the **Parent Corporation** of a written notice of termination from the **Company** based upon non-payment of premium, unless the premium is paid within such twenty (20) day period; or
 - (4) at such other time as may be agreed upon by the **Company** and the **Parent Corporation**.
- (B) The **Company** shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Parent Corporation**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.
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XX. TERMINATION OF PRIOR BONDS OR POLICIES

Any prior bonds or policies issued by the **Company** or its affiliates and specified in Item 6 of the Declarations of these General Terms and Conditions shall terminate, if not already terminated, as of the inception of this Policy.

XXI. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

XXII. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

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Schedule of Forms

To be attached to and form part of
Policy No. 8170-7206

Company: Federal Insurance Company

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

14-02-11260 (6/05 ed.)
14-02-11334 (7/05 ed.)
14-02-13179 (5/07 ed.)
14-02-1350 (1/95 ed.)
14-02-14636 (9/08 ed.)
14-02-4091 (4/01 ed.)
14-02-6178 (9/01 ed.)
14-02-9227 (4/04 ed.)
14-02-9228 (2/10 ed.)

ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

14-02-12110 (4/07 ed.)
14-02-14634 (9/08 ed.)
14-02-9512 (5/06 ed.)

ForeFront Fiduciary Liability Coverage Section (Federal)

14-02-13259 (1/08 ed.)
14-02-14646 (7/09 ed.)
14-02-5935 (6/09 ed.)

14-02-6265 (11/01 ed.)

ForeFront Portfolio Crime Coverage Section (Federal)

14-02-11928 (3/06 ed.)
14-02-12112 (6/06 ed.)
14-02-13599 (5/08 ed.)
14-02-13656 (9/11 ed.)
14-02-14062 (4/08 ed.)
14-02-6161 (9/01 ed.)
14-02-6648 (5/02 ed.)
14-02-9296 (5/04 ed.)

Schedule of Forms

To be attached to and form part of
Policy No. 8170-7206

Company: Federal Insurance Company

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

09/02/2014

ENDORSEMENT

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

DOMESTIC PARTNER COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The definition of **Insured Person** in Section II General Definitions (I) of these General Terms and Conditions is amended to read in its entirety as follows:

Insured Person shall have the meaning ascribed to that term in each Coverage Section. Solely with respect to any **Liability Coverage Section**, coverage for an **Insured Person** shall also include coverage for:

- (1) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such spouse's or **Domestic Partner's** status as a spouse or **Domestic Partner**, or such spouse's or **Domestic Partner's** ownership interest in property which is sought by the claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
- (2) in the event of the death, incapacity or bankruptcy of an **Insured Person**, the estate, heirs, legal representatives or assigns of such **Insured Person**;

but any such coverage shall apply only with respect to a **Wrongful Act** of such **Insured Person**. All terms and conditions of this coverage section, including without limitation the Deductible Amount, applicable to **Loss** incurred by the **Insured Person**, shall also apply to loss incurred by such spouses or Domestic Partners, estates, heirs, legal representatives and assigns of such **Insured Person**.

- (2) For purposes of this Endorsement, **Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Insured Organization**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

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ENDORSEMENT

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND SECTION XII REPRESENTATIONS AND SEVERABILITY ENDORSEMENT

In consideration of the premium charged, it is agreed that Section XII Representations and Severability of these General Terms and Conditions is amended by adding the following:

- (C) The **Company** shall not be entitled under any circumstances to rescind Insuring Clause (A) of the Directors & Officers Liability Coverage Section.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

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ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND DEFENSE AND SETTLEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that with respect to any **Liability Coverage Section**, subparagraph (2) of paragraph (A) of Subsection IX., Defense and Settlement, of these General Terms and Conditions, is deleted and replaced with the following:

- (2) The **Company** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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ENDORSEMENT

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 4

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

CALIFORNIA PREMIUM ENDORSEMENT

In consideration of the premium charged, it is agreed that:

It is agreed that in compliance with the ruling of the Commissioner of Insurance of the State of California and the opinion of the Attorney-General of that state requiring that the premium for all bonds or policies be endorsed thereon, the basic premium charged for the attached bond/policy for the period

From: January 1, 2012

To: January 1, 2013

Is: Seventy-Nine Thousand, Eight Hundred and Fifty-Six Dollars (\$79,856.00)

CALIFORNIA SURCHARGE \$0

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.



Authorized Representative

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ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 5

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND REPORTING PROVISION ENDORSEMENT

In consideration of the premium charged, it is agreed that subparagraph (1) of paragraph A of Subsection VII., Reporting, of this Coverage Section is deleted and replaced with the following:

- (1) Any **Insured** shall, as a condition precedent to exercising their rights under any **Liability Coverage Section**, give to the **Company** written notice as soon as practicable of any **Claim**, but in no event later than the earliest of the following dates:
 - (i) ninety (90) days after the date on which any **Insured Organization's** chief executive officer, chief financial officer, in-house general counsel, risk manager, director of human resources, or any equivalent thereof, first becomes aware that the **Claim** has been made;
 - (ii) if this Coverage Section expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased, ninety (90) days after the effective date of such expiration or termination; or
 - (iii) the expiration date of the Extended Reporting Period, if purchased;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Authorized Representative

ENDORSEMENT

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 6

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

**CALIFORNIA AMENDATORY ENDORSEMENT
TO GENERAL TERMS & CONDITIONS SECTION**

In consideration of the premium charged, it is agreed that:

1. The Company has no obligation to renew the Policy. If the Company does not renew the Policy, it will mail or deliver notice of non-renewal to the Parent Corporation and to the agent at the mailing address shown on the Policy at least sixty (60), but not more than one hundred twenty (120), days before the Policy expiration date set forth in Item 2(B) of the Declarations. Section XIX. Termination of Policy of the General Terms & Conditions Section, paragraph (A)(2), is amended to the extent necessary to effect the foregoing.
2. The Company may condition renewal of the Policy upon a reduction in limits, elimination of coverages, increase in deductibles or increase by 25% or more of the rate upon which the premium is based, by mailing or delivering notice of such renewal change(s) to the Parent Corporation at the mailing address shown on the Policy and to the agent of record, if any, at least sixty (60), but not more than one hundred twenty (120), days before the Policy expiration date set forth in Item 2(B) of the Declarations.
3. If, in connection with any non-renewal or renewal conditioned upon renewal change(s) as described in paragraphs 1 and 2 above, the Company does not mail or deliver notice thereof at least sixty (60) days before the Policy expiration date set forth in Item 2(B) of the Declarations, the coverage afforded under the Policy shall continue in force with no change in its terms, conditions and limitations for sixty (60) days after the Company mails or delivers such notice.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of California.

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All other terms, conditions and limitations of this policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. S.", written over a horizontal line.

Authorized Representative

09/02/2014

ENDORSEMENT

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 7

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND INSURED ORGANIZATION ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Insured Organization**, as defined in Section II General Definitions (H) of the General Terms and Conditions Section, is amended to include:

Los Angeles Lakers Inc
The Los Angeles Lakers, Inc.
Forum Promotions, Inc.
LALWB LLC
Los Angeles Lakers Youth Foundation
LAL D Team LLC dba Los Angeles D-Fenders

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

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All other terms, conditions and limitations of this policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. Q.", written above a horizontal line.

Authorized Representative

09/02/2014

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 9

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

09/02/2014

Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Employment Practices Liability (EPL) Loss Prevention Services

- **Employment Practices Loss Prevention Guidelines Manual**
Written by Seyfarth Shaw exclusively for Chubb, this manual provides an overview of key employment issues and offers proactive ideas for avoiding employment lawsuits. To order the *Employment Practices Loss Prevention Guidelines*, simply call **1.866.282.9001**, order 14-01-0061, and provide your mailing address.

Additional employment practices loss prevention services are available to customers who purchase employment practices liability insurance from Chubb. For more information, simply consult <http://csi.chubb.com/eplossprevention> or email csi-info@chubb.com.

Directors and Officers (D&O) Liability Loss Prevention Services

- **Directors and Officers Liability Loss Prevention Manual**
Written by Dan A. Bailey exclusively for Chubb, *Directors and Officers Liability Loss Prevention* discusses general principles governing D&O liability and potential exposures for directors and officers. To order *Directors and Officers Liability Loss Prevention*, simply call **1.866.282.9001**, order 14-01-0035, and provide your mailing address.
- **Loss Prevention Guidelines for Independent Directors**
Written exclusively for Chubb by Dan A. Bailey, this manual discusses roles played by independent directors, the increasing importance of independent directors, and corporate governance best practices. To order *Loss Prevention Guidelines for Independent Directors*, simply call **1.866.282.9001**, order 14-01-0679, and provide your mailing address.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**
Written by Dan A. Bailey exclusively for Chubb, *Fiduciary Liability Loss Prevention* discusses general principles governing fiduciary liability and reviews basic fiduciary duties under ERISA. To order *Fiduciary Liability Loss Prevention*, simply call **1.866.282.9001**, order 14-01-0039, and provide your mailing address.

Miscellaneous Professional Liability Loss Prevention Services

- **What is E&O Liability Insurance Booklet**
What is E&O Liability Insurance discusses general principles governing E&O liability and potential exposures facing professionals in their performance as professionals. To order *What is E&O Liability Insurance*, simply call **1.866.282.9001**, order 14-01-0157, and provide your mailing address.

Internet Liability Loss Prevention Services

- **Internet Liability Loss Prevention Manuals**

Chubb offers the *Safety'NetSM Risk Management Guide* and the *Chubb CyberRisk Handbook*, in an effort to educate clients on the exposures associated with online commerce and web sites. To order the *Safety'NetSM Risk Management Guide*, simply call **1.866.282.9001**, order 14-01-0488, and provide your mailing address. To order the *Chubb CyberRisk Handbook*, simply call **1.866.282.9001**, order 17-01-0093, and provide your mailing address.

Crime Loss Prevention Services

- **White Collar Crime Loss Prevention Manual**

Written by Ernst & Young exclusively for Chubb, *White Collar Crime: Loss Prevention through Internal Control* discusses general principles governing workplace crime exposures. To order *White Collar Crime: Loss Prevention through Internal Control*, simply call **1.866.282.9001**, order 14-01-0044, and provide your mailing address.

Kidnap/Ransom & Extortion Loss Prevention Services

- **Kidnap/Ransom & Extortion Loss Prevention Manuals**

Chubb offers *Managing Terrorism Risks* and *Managing Travel Risks*, written exclusively for Chubb by the Ackerman Group, Inc., an international security consultant. To order the *Managing Terrorism Risks*, simply call **1.866.282.9001**, order 14-01-0179, and provide your mailing address. To order the *Managing Travel Risks*, simply call **1.866.282.9001**, order 14-01-0178, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

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DECLARATIONS

FEDERAL INSURANCE COMPANY

a stock insurance company, incorporated under the laws of Indiana, herein called the **Company**.

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS
555 N NASH STREET
EL SEGUNDO, CA 90245

Item 2. Maximum Aggregate Limit of Liability for this Coverage Section: \$5,000,000

Item 3. Coverage is only available for the following if indicated by X:

- (A) Optional Insuring Clause (C): Corporate Liability Coverage
- (B) Optional Coverage IV: Additional Limit of Liability Dedicated For Executives

Item 4. Deductible Amounts:

(A) Individual Non-Indemnified Liability Coverage: Insuring Clause (A)	None
(B) Individual Indemnified Liability Coverage: Insuring Clause (B)	\$100,000.00
(C) Corporate Liability Coverage (Optional): Insuring Clause (C)	\$100,000.00

Item 5. Pending or Prior Litigation Dates:

(A) Insuring Clauses (A) and (B):	January 1, 1995
(B) Insuring Clause (C):	January 1, 1995

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In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) Individual Non-Indemnified Liability Coverage

The Company shall pay Loss on behalf of the Insured Persons resulting from any D&O Claim first made against such Insured Persons during the Policy Period, or any applicable Extended Reporting Period, for Wrongful Acts, but only to the extent the Insured Organization does not indemnify the Insured Persons for such Loss.

(B) Individual Indemnified Liability Coverage

The Company shall pay Loss on behalf of the Insured Organization resulting from any D&O Claim first made against Insured Persons during the Policy Period, or any applicable Extended Reporting Period, for Wrongful Acts to the extent the Insured Organization indemnifies the Insured Persons for such Loss.

(C) Corporate Liability Coverage (Optional)

If the Corporate Liability Coverage is purchased as set forth in Item 3 of the Declarations of this Coverage Section, the Company shall pay Loss on behalf of the Insured Organization resulting from any Insured Organization Claim first made against such Insured Organization during the Policy Period, or any applicable Extended Reporting Period, for Wrongful Acts.

(D) Securityholder Derivative Demand Coverage

The Company shall pay Investigative Costs on behalf of the Insured Organization resulting from any Securityholder Derivative Demand first made during the Policy Period, or any applicable Extended Reporting Period, for Wrongful Acts in an amount not to exceed \$100,000, which amount is part of and not in addition to the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section and no Deductible Amount shall apply to such amount.

II. DEFINITIONS

For purposes of this Coverage Section:

(A) Claim means for purposes of coverage under:

- (1) Insuring Clauses (A) and (B): any D&O Claim;
- (2) Insuring Clause (C): any Insured Organization Claim; and
- (3) Insuring Clause (D): any Securityholder Derivative Demand.

(B) Debtor in Possession means a debtor in possession as such term is used in Chapter 11 of the United States of America Bankruptcy Code.

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- (C) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.
- (D) **D&O Claim** means:
 - (1) any of the following:
 - (a) a written demand for monetary damages or non-monetary relief;
 - (b) a civil proceeding commenced by the service of a complaint or similar pleading;
 - (c) a criminal proceeding commenced by a return of an indictment; or
 - (d) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;against an **Insured Person** for a **Wrongful Act**, including any appeal therefrom; or
 - (2) a formal civil, criminal, administrative or regulatory investigation commenced by the service upon or other receipt by the **Insured Person** of a written notice from the investigating authority specifically identifying the **Insured Person** as a target individual against whom formal charges may be commenced; or
 - (3) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential **D&O Claim** as described in paragraphs (1) and (2) above.
- (E) **Employee** means any natural person whose labor or service is engaged by and directed by the **Insured Organization**, including part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any independent contractor.
- (F) **Executive** means any natural person specified below:
 - (1) duly elected or appointed directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America;
 - (2) in-house general counsel of any **Insured Organization** incorporated in the United States of America; or
 - (3) equivalent positions of (1) or (2) above in any **Insured Organization** chartered in any other jurisdiction anywhere in the world.
- (G) **Financial Impairment** means the status of an **Insured Organization** resulting from:
 - (1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Insured Organization**; or
 - (2) such **Insured Organization** becoming a **Debtor in Possession**.
- (H) **Insured** means the **Insured Organization** and any **Insured Person**.

14-02-3796 (Ed. 04/01)

- (I) **Insured Organization Claim** means:
- (1) any of the following:
 - (a) a written demand for monetary damages or non-monetary relief;
 - (b) a civil proceeding commenced by the service of a complaint or a similar pleading; or
 - (c) a criminal proceeding commenced by a return of an indictment;against an **Insured Organization** for a **Wrongful Act**, including any appeal therefrom; or
 - (2) a written request received by an **Insured Organization** to toll or waive a statute of limitations, relating to a potential **Insured Organization Claim** as described in paragraph (1) above.
- (J) **Insured Person** means any past, present or future **Executive** or **Employee** of the **Insured Organization**.
- (K) **Investigative Costs** means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the **Executives** or **Employees**) incurred by the **Insured Organization**, including its board of directors, Board of Managers, or any committee thereof, in connection with the **Insured Organization's** investigation or evaluation of any **Securityholder Derivative Demand**.
- (L) **Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** does not include:
- (1) any amount for which an **Insured Organization** or an **Insured Person** is absolved from payment by reason of any covenant, agreement (other than indemnification of an **Insured Person** by the **Insured Organization**) or court order;
 - (2) matters uninsurable under the law pursuant to which this Policy is construed;
 - (3) taxes, fines or penalties imposed by law, or the multiple portion of any multiplied damage award;
 - (4) any amount incurred by the **Insured Organization** (including its board of directors, Board of Managers, or any committee thereof) in connection with the investigation or evaluation of any **Claim** or potential **Claim** by or on behalf of the **Insured Organization**, except, solely with respect to the Securityholder Derivative Demand Coverage, **Investigative Costs**; or
 - (5) any amount allocated to uncovered loss pursuant to Section X Allocation of the General Terms and Conditions.

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- (M) **Outside Capacity** means service by an **Insured Person** as a director, officer, trustee, regent, governor or any equivalent executive position in an **Outside Entity**, but solely during the time that such service is with the knowledge and consent or at the request of the **Insured Organization**.
- (N) **Outside Capacity Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by an **Insured Person** in his or her **Outside Capacity**.
- (O) **Outside Entity** means:
- (1) any non-profit corporation, community chest, fund or foundation that is not included in the definition of **Insured Organization** and that is exempt from federal income tax as an organization described in Section 501(C)(3) of the Internal Revenue Code of 1986, as amended;
 - (2) any other entity organized for a religious or charitable purpose under any non-profit organization act or statute; and
 - (3) any other non-profit or any for-profit entity if such entity is specifically added as an **Outside Entity** by written endorsement attached to this Policy.
- (P) **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- (Q) **Pollution** means the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere or any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- (R) **Securities Laws** means the Securities Act of 1933, Securities Exchange Act of 1934, Investment Act of 1940, any state "blue sky" securities law, or any other federal, state or local securities law or any amendments thereto or any rules or regulations promulgated thereunder or any other provision of statutory or common law used to impose liability in connection with the offer to sell or purchase, or the sale or purchase of securities.
- (S) **Securityholder Derivative Action** means any **Claim** brought on behalf of, or in the name or the right of, the **Insured Organization** by one or more securityholders of the **Insured Organization** in their capacity as such if such **Claim** is brought and maintained without the assistance, participation or solicitation of any **Executive**.
- (T) **Securityholder Derivative Demand** means any written demand, by one or more securityholders of an **Insured Organization** without the assistance, participation or solicitation of any **Executive**, upon the board of directors or Board of Managers of such **Insured Organization**, to bring a civil proceeding in a court of law against any **Executive** for a **Wrongful Act** by an **Executive**.
- (U) **Wrongful Act** means:
- (1) any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by:

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- (a) For purposes of coverage under Insuring Clauses (A) and (B): any **Insured Person** in his or her capacity as such, or any matter claimed against any **Insured Person** solely by reason of his or her status as such;
 - (b) For purposes of coverage under Insuring Clause (C): any **Insured Organization**; or
 - (c) For purposes of coverage under Insuring Clause (D): any **Executive**; or
- (2) any **Outside Capacity Wrongful Act**.
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III. EXCLUSIONS

(A) No coverage will be available under this Coverage Section for any **Claim** against an **Insured**:

- (1) based upon, arising from, or in consequence of any circumstance, if written notice of such circumstance has been given under any policy of which this Coverage Section is a direct or indirect renewal or replacement and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such **Claim**, in whole or in part, as a result of such notice;
- (2) based upon, arising from, or in consequence of a written demand, suit, or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to the applicable Pending or Prior Litigation Date as set forth in Item 5 of the Declarations of this Coverage Section, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;
- (3) based upon, arising from, or in consequence of **Pollution**, including but not limited to any securities **Claim**, **Securityholder Derivative Demand** or **Securityholder Derivative Action** for financial loss to any **Insured Organization**, its securityholders or its creditors in connection with **Pollution**; provided that this Exclusion (A)(3) shall not apply to any **Securityholder Derivative Demand** or **Securityholder Derivative Action** under Insuring Clause (A) for which the **Insured Organization** does not indemnify the **Insured Person** either because the **Insured Organization** is not permitted by common or statutory law to grant such indemnification or because of the **Financial Impairment** of the **Insured Organization**;
- (4) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion (A)(4) shall not apply to mental anguish, humiliation or emotional distress asserted in an employment-related **D&O Claim**;
- (5) brought or maintained by or on behalf of any **Insured** in any capacity; provided that this Exclusion (A)(5) shall not apply to:
 - (a) a **Securityholder Derivative Demand** or **Securityholder Derivative Action**;
 - (b) a **Claim** brought or maintained by an **Insured Person** for contribution or indemnification, if such **Claim** directly results from another **Claim** covered under this Coverage Section;

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- (c) a **D&O Claim** brought or maintained by **Employees** who are not past or present **Executives** of an **Insured Organization** if such **D&O Claim** is brought and maintained without the assistance, participation or solicitation of any such **Executives**;
 - (d) a **D&O Claim** brought or maintained by an **Executive** for the actual or alleged wrongful termination of such **Executive**;
 - (e) a **Claim** brought or maintained by an **Executive** who has not served as an **Executive** of the **Insured Organization** for at least four (4) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without the assistance, participation or solicitation of the **Insured Organization** or any **Insured Person** who: (i) is serving as an **Executive** of the **Insured Organization**; or (ii) has served as an **Executive** of the **Insured Organization** within such four (4) year period; or
 - (f) a **Claim** brought and maintained in a jurisdiction outside the United States of America, Canada or Australia by an **Insured Person** of an **Insured Organization** chartered in such foreign jurisdiction;
- (6) brought or maintained by or on behalf of any **Outside Entity**, or one or more directors or officers of any **Outside Entity**; provided that this Exclusion (A)(6) shall not apply to:
- (a) a **Claim** that is a derivative action brought or maintained on behalf of an **Outside Entity** by one or more persons who are not: **Insured Persons**; or directors, officers, trustees, regents, governors or any equivalent executive position of the **Outside Entity**; and who bring and maintain such **Claim** without the solicitation, assistance or participation of any such person; or
 - (b) a **Claim** brought or maintained by: an **Insured Person**; or directors, officers, trustees, regents, governors or any equivalent executive position of an **Outside Entity**; for contribution or indemnification, if such **Claim** directly results from another **Claim** covered under this Coverage Section;
- (7) for **Wrongful Acts** of an **Insured Person** in his or her capacity as a director, officer, trustee, regent, governor or employee of an entity other than an **Insured Organization**, even if such service is with the knowledge or consent or at the request of the **Insured Organization**, provided this exclusion shall not apply to service in an **Outside Capacity**;
- (8) for an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
- (9) based upon, arising from, or in consequence of the actual or alleged violation of any **Securities Laws**; provided that this Exclusion (A)(9) shall not apply to any **Claim**:
- (a) based upon or arising out of the offering, sale or purchase of securities, whether debt or equity, in a transaction or a series of transactions that are in fact in law exempt from registration under the Securities Act of 1933 and any amendments thereto or any rules or regulations promulgated thereunder; or

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- (b) made by any securityholder of the **Insured Organization** for the failure of the **Insured Organization** to undertake or complete the initial public offering or sale of securities of the **Insured Organization**;
 - (10) based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**, if a final and non-appealable judgment or adjudication adverse to such **Insured** establishes such a deliberately fraudulent act or omission or willful violation; or
 - (11) based upon, arising from, or in consequence of such **Insured** having gained in fact any profit, remuneration or financial advantage to which such **Insured** was not legally entitled.
- (B) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**, which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief.
- (C) No coverage will be available under Insuring Clause (C) for any **Insured Organization Claim**:
- (1) based upon, arising from, or in consequence of the actual or proposed payment by the **Insured Organization** of allegedly inadequate consideration in connection with an **Insured Organization's** purchase of securities issued by any **Insured Organization**; provided that this Exclusion (C)(1) shall not apply to **Defense Costs**;
 - (2) based upon, arising from, or in consequence of any actual or alleged liability of an **Insured Organization** under any written or oral contract or agreement, provided that this Exclusion (C)(2) shall not apply to the extent that an **Insured Organization** would have been liable in the absence of the contract or agreement;
 - (3) based upon, arising from, or in consequence of any employment-related **Wrongful Act**;
 - (4) based upon, arising from, or in consequence of any actual or alleged discrimination or sexual harassment of any third party;
 - (5) based upon, arising from, or in consequence of libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, malicious use or abuse of process, assault, battery or loss of consortium;
 - (6) based upon, arising from, or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render, any professional services for others by any person or entity otherwise entitled to coverage under this Coverage Section; provided that this Exclusion (C)(6) shall not apply to any securities **Claim, Securityholder Derivative Demand or Securityholder Derivative Action**;
 - (7) based upon, arising from, or in consequence of any actual or alleged infringement of copyright, patent, trademark, trade name, trade dress, service mark or misappropriation of ideas or trade secrets; or
 - (8) based upon, arising from, or in consequence of allegations of price fixing, restraint of trade, monopolization, unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price

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discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder or in connection with such statutes; or any similar provision of any federal, state, or local statutory law or common law anywhere in the world.

(D) **Severability of Exclusions**

With respect to the Exclusions (A)(10) and (A)(11) in this Coverage Section:

- (1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** to determine if coverage is available; and
 - (2) only facts pertaining to and knowledge possessed by any past, present or future Chief Financial Officer, President, Chief Executive Officer or Chairperson of any **Insured Organization** shall be imputed to any **Insured Organization** to determine if coverage is available.
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IV. ADDITIONAL LIMIT OF LIABILITY DEDICATED FOR EXECUTIVES (Optional)

- (A) Notwithstanding anything in this Policy to the contrary, the Additional Limit of Liability Dedicated For Executives, if purchased as set forth in Item 3 of the Declarations of this Coverage Section, will be an additional Limit of Liability in an amount not to exceed \$500,000, which amount is in addition to and not part of the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section.
 - (B) This Additional Limit of Liability Dedicated For Executives is available solely for Loss resulting from any **D&O Claim** against any **Executive** covered under Insuring Clause (A) of this Coverage Section.
 - (C) The Additional Limit of Liability Dedicated For Executives shall be excess of any insurance available that is specifically excess to this Policy and such excess insurance must be completely exhausted by payment of loss, damages or defense costs thereunder before the **Company** shall have any obligation to make any payment on account of the Additional Limit of Liability Dedicated For Executives.
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V. PAYMENT OF LOSS

- (A) In the event of Loss arising from one or more **Claims** for which payment is otherwise due under this Coverage Section but which Loss in the aggregate exceeds the remaining available Limit of Liability for this Coverage Section, the **Company** shall:
 - (1) first pay such **Loss** for which coverage is provided under Insuring Clause (A) of this Coverage Section; then
 - (2) with respect to whatever remaining amount of the Limit of Liability is available after payment of (1) above, pay such **Loss** for which coverage is provided under any other Insuring Clause of this Coverage Section.
- (B) Subject to the provisions of paragraph (A)(2) above, the **Company** shall, at the written request of the **Parent Corporation**, delay payment of **Loss** for which coverage is provided under any

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Insuring Clause other than Insuring Clause (A) until such time as the **Parent Corporation** designates; provided that the **Company's** liability with respect to such delayed payment shall not be increased, and shall not include any interest as a result of such delay. The **Parent Corporation** shall provide written notice to the **Company** when such delayed payment shall be made. Such written notice shall be deemed consent from all **Insureds**, including all **Insured Persons**, to release such payment and the **Company** shall have no further obligation under this Policy with respect to such funds.

VI. SECURITIES TRANSACTIONS

If, during the **Policy Period**, the **Insured Organization** intends to sell or offer to sell securities of any kind or nature whatsoever, issued at any time by the **Insured Organization** in a transaction that is not exempt from registration under the Securities Act of 1933, as amended (a "Transaction"), the **Insured Organization** will, no later than thirty (30) days prior to the effective date of the registration statement for such sale or offering, give the **Company** written notice of the proposed sale or offering and all information requested by the **Company** relating thereto. The **Company** shall provide to the **Insured Organization** a quotation for coverage with respect to such sale or offering; provided any such coverage shall be subject to such terms, conditions, limitations of coverage and such additional premium as the **Company**, in its sole discretion, may require. Unless and until the **Company** determines to issue coverage there shall in fact be no coverage for such Transaction.

VII. OTHER INSURANCE

- (A) If any **Loss** under this Coverage Section is insured under any other valid and collectible insurance policy(ies), prior or current, then this Coverage Section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this Coverage Section.
 - (B) Any coverage for **Claims for Outside Capacity Wrongful Acts** will be specifically excess of any insurance provided by or indemnification available from the **Outside Entity** or any other source, other than the **Insured Organization**, for the benefit of the **Insured Person** serving in such **Outside Capacity**. Payment by the **Company** or any affiliate of the **Company** under another policy as a result of a **Claim** against an **Insured Person** in an **Outside Capacity** shall reduce, by the amount of such payment, the **Company's** Limit of Liability under this Coverage Section with respect to such **Claim**.
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VIII. COORDINATION OF COVERAGE

Any **Loss** covered under both this Coverage Section and the Employment Practices Liability Coverage Section, if purchased, shall be first covered under the Employment Practices Liability Coverage Section, subject to the terms, conditions and limitations therein. Any remaining portion of such **Loss** otherwise covered under this Coverage Section which is not paid under the Employment Practices Liability Coverage Section shall be covered under this Coverage Section, subject to its terms, conditions and limitations.

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ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND DEFINITION OF EXECUTIVE ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Executive**, as defined in Subsection II., Definitions of this coverage section is deleted in its entirety and replaced with the following:

Executive means any natural person specified below:

- (1) past, present or future duly elected or appointed directors, officers, members of the Board of Managers or management committees of any **Insured Organization** incorporated in the United States of America;
- (2) past, present or future in-house general counsel of any **Insured Organization** incorporated in the United States of America; or
- (3) equivalent positions of (1) or (2) above in any **Insured Organizations** chartered in any other jurisdiction anywhere in the world.

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The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. W.", written in a cursive style.

Authorized Representative

09/02/2014

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND INSURED VERSUS INSURED EXCLUSION (WHISTLEBLOWER) ENDORSEMENT

In consideration of the premium charged, it is agreed that Exclusion (A)(5) of Subsection III., Exclusions, of this Coverage Section shall not apply to any assistance, participation or solicitation of any **Executive** for which 18 U.S.C. 1514A ("whistleblower" protection provided under the Sarbanes-Oxley Act of 2002), or any similar "whistleblower" protection provision of an applicable federal, state, local or foreign law affords protection to such **Executive**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND SECTION III EXCLUSION (A)(5) ENDORSEMENT

In consideration of the premium charged, it is agreed that Section III Exclusions (A)(5) of the Coverage Section identified above is amended to read in its entirety as follows:

- (5) brought or maintained by or on behalf of any **Insured** in any capacity; provided that this Exclusion (A)(5) shall not apply to:
 - (a) a **Securityholder Derivative Demand** or **Securityholder Derivative Action**;
 - (b) a **Claim** brought or maintained by an **Insured Person** for contribution or indemnification, if such **Claim** directly results from another **Claim** covered under this Coverage Section;
 - (c) a **D&O Claim** brought or maintained by **Employees** who are not past or present **Executives** of an **Insured Organization** if such **D&O Claim** is brought and maintained without the assistance, participation or solicitation of any such **Executives**;
 - (d) a **D&O Claim** brought or maintained by an **Executive** for the actual or alleged wrongful termination of such **Executive**;
 - (e) a **Claim** brought or maintained by an **Executive** who has not served as an **Executive** of the **Insured Organization** for at least four (4) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without the assistance, participation or solicitation of the **Insured Organization** or any **Insured Person** who: (i) is serving as an **Executive** of the **Insured Organization**; or (ii) has served as an **Executive** of the **Insured Organization** within such four (4) year period;
 - (f) a **Claim** brought and maintained in a jurisdiction outside the United States of America, Canada or Australia by an **Insured Person** of an **Insured Organization** chartered in such foreign jurisdiction; or
 - (g) a **D&O Claim** brought against an **Insured Person** of the **Parent Corporation** by a bankruptcy trustee, receiver, creditors' committee, liquidator, conservator,

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rehabilitator or similar official who has been appointed to take control of, supervise, manage or liquidate the **Parent Corporation**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Employment Practices Liability (EPL) Loss Prevention Services

- ***Employment Practices Loss Prevention Guidelines Manual***
Written by Seyfarth Shaw exclusively for Chubb, this manual provides an overview of key employment issues and offers proactive ideas for avoiding employment lawsuits. To order the *Employment Practices Loss Prevention Guidelines*, simply call **1.866.282.9001**, order 14-01-0061, and provide your mailing address.

Additional employment practices loss prevention services are available to customers who purchase employment practices liability insurance from Chubb. For more information, simply consult <http://csi.chubb.com/eplossprevention> or email csi-info@chubb.com.

Directors and Officers (D&O) Liability Loss Prevention Services

- ***Directors and Officers Liability Loss Prevention Manual***
Written by Dan A. Bailey exclusively for Chubb, *Directors and Officers Liability Loss Prevention* discusses general principles governing D&O liability and potential exposures for directors and officers. To order *Directors and Officers Liability Loss Prevention*, simply call **1.866.282.9001**, order 14-01-0035, and provide your mailing address.
- ***Loss Prevention Guidelines for Independent Directors***
Written exclusively for Chubb by Dan A. Bailey, this manual discusses roles played by independent directors, the increasing importance of independent directors, and corporate governance best practices. To order *Loss Prevention Guidelines for Independent Directors*, simply call **1.866.282.9001**, order 14-01-0679, and provide your mailing address.

Fiduciary Liability Loss Prevention Services

- ***Fiduciary Liability Loss Prevention Manual***
Written by Dan A. Bailey exclusively for Chubb, *Fiduciary Liability Loss Prevention* discusses general principles governing fiduciary liability and reviews basic fiduciary duties under ERISA. To order *Fiduciary Liability Loss Prevention*, simply call **1.866.282.9001**, order 14-01-0039, and provide your mailing address.

Miscellaneous Professional Liability Loss Prevention Services

- ***What is E&O Liability Insurance Booklet***
What is E&O Liability Insurance discusses general principles governing E&O liability and potential exposures facing professionals in their performance as professionals. To order *What is E&O Liability Insurance*, simply call **1.866.282.9001**, order 14-01-0157, and provide your mailing address.

Internet Liability Loss Prevention Services

- **Internet Liability Loss Prevention Manuals**

Chubb offers the *Safety'NetSM Risk Management Guide* and the *Chubb CyberRisk Handbook*, in an effort to educate clients on the exposures associated with online commerce and web sites. To order the *Safety'NetSM Risk Management Guide*, simply call **1.866.282.9001**, order 14-01-0488, and provide your mailing address. To order the *Chubb CyberRisk Handbook*, simply call **1.866.282.9001**, order 17-01-0093, and provide your mailing address.

Crime Loss Prevention Services

- **White Collar Crime Loss Prevention Manual**

Written by Ernst & Young exclusively for Chubb, *White Collar Crime: Loss Prevention through Internal Control* discusses general principles governing workplace crime exposures. To order *White Collar Crime: Loss Prevention through Internal Control*, simply call **1.866.282.9001**, order 14-01-0044, and provide your mailing address.

Kidnap/Ransom & Extortion Loss Prevention Services

- **Kidnap/Ransom & Extortion Loss Prevention Manuals**

Chubb offers *Managing Terrorism Risks* and *Managing Travel Risks*, written exclusively for Chubb by the Ackerman Group, Inc., an international security consultant. To order the *Managing Terrorism Risks*, simply call **1.866.282.9001**, order 14-01-0179, and provide your mailing address. To order the *Managing Travel Risks*, simply call **1.866.282.9001**, order 14-01-0178, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

09/02/2014

DECLARATIONS

FEDERAL INSURANCE COMPANY
a stock insurance company, incorporated under the
laws of Indiana, herein called the **Company**.

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" UNLESS OTHERWISE SPECIFIED HEREIN, AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS
555 N NASH STREET
EL SEGUNDO, CA 90245

Item 2. Maximum Aggregate Limit of Liability for this Coverage Section: \$5,000,000

Item 3. Coverage is only available for the following if indicated by X:

- (A) Optional Insuring Clause (B): Voluntary Settlement Program Coverage
- (B) Optional Coverage Section IV: Defense Outside the Limits of Liability Coverage

Item 4. Deductible Amounts:

(A) Fiduciary Liability Coverage: Insuring Clause (A): \$0.00
(B) Voluntary Settlement Program Coverage: Insuring Clause (B): \$0.00

Item 5. Pending or Prior Litigation Dates:

(A) Insuring Clauses (A): January 1, 1995
(B) Insuring Clause (B): January 1, 1995

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In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) Fiduciary Liability Coverage

The Company shall pay Loss on behalf of the Insureds resulting from any **Fiduciary Claim** first made against such **Insured** during the **Policy Period**, or any applicable **Extended Reporting Period**, for **Wrongful Acts** by the **Insureds** or by any person for whose **Wrongful Acts** the **Insureds** are legally responsible.

(B) Voluntary Settlement Program Coverage (Optional)

If the Voluntary Settlement Program Coverage is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, the Company shall pay **Settlement Fees** on behalf of the **Insureds** following a **Settlement Program Notice** provided during the **Policy Period**, or any applicable **Extended Reporting Period**, in an amount not to exceed \$100,000. Such amount shall be part of and not in addition to the Limit of Liability, as set forth in Item 2 of the Declarations of this Coverage Section.

II. DEFINITIONS

For purposes of this Coverage Section:

(A) Administration means:

- (1) giving advice to **Employees** with respect to any **Plan**;
- (2) providing interpretations with respect to any **Plan**; or
- (3) handling of records or effecting enrollment, termination or cancellation of **Employees** under any **Plan**.

(B) Claim means for the purposes of coverage under:

- (1) Insuring Clause (A): any **Fiduciary Claim**; or
- (2) Insuring Clause (B): any **Settlement Program Notice**.

(C) Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

(D) Employee means any natural person whose labor or service is engaged by and directed by the **Insured Organization**, including part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any independent contractor.

(E) Executive means any natural person specified below:

14-02-3798 (Ed. 04/01)

- (1) duly elected or appointed directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America;
 - (2) in-house general counsel of any **Insured Organization** incorporated in the United States of America; or
 - (3) equivalent positions of (1) or (2) above in any **Insured Organization** chartered in any other jurisdiction anywhere in the world.
- (F) **Fiduciary Claim** means:
- (1) any of the following:
 - (a) a written demand for monetary damages or injunctive relief;
 - (b) a civil proceeding commenced by the service of a complaint or similar pleading;
 - (c) a criminal proceeding commenced by a return of an indictment;
 - (d) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document; or
 - (e) a written notice of commencement of an investigation by the Department of Labor or the Pension Benefit Guaranty Corporation;against an **Insured** for a **Wrongful Act**, including any appeal therefrom; or
 - (2) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential **Fiduciary Claim** as described in paragraph (1) above.
- (G) **Insured** means the **Insured Organization**, any **Plan** and any **Insured Person**.
- (H) **Insured Person** means:
- (1) any past, present or future **Executive**, **Employee** or trustee of the **Insured Organization** or of the **Sponsored Plan**; and
 - (2) any past, present or future natural person trustee or fiduciary of a multi-employer plan, when such person is added by specific written endorsement to this Coverage Section.

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ForeFront PortfolioSM
Fiduciary Liability Coverage Section

- (I) **Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, or the multiple portion of any multiplied damage award, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages), judgments, settlements, pre-judgment and post-judgment interest, **Settlement Fees** and **Defense Costs**. **Loss** does not include:
- (1) any amount for which an **Insured Organization** or an **Insured Person** is absolved from payment by reason of any covenant, agreement (other than indemnification of an **Insured Person** by the **Insured Organization**) or court order;
 - (2) matters uninsurable under the law pursuant to which this Policy is construed;
 - (3) taxes, fines or penalties imposed by law, except:
 - (a) the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon an **Insured** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended; or
 - (b) if the Voluntary Settlement Program Coverage is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, **Settlement Fees**; or
 - (4) any amount allocated to uncovered loss pursuant to Section X Allocation of the General Terms and Conditions.
- (J) **Plan** means:
- (1) any **Sponsored Plan**; and
 - (2) any government-mandated insurance for workers compensation, unemployment, social security or disability benefits for **Employees**.
- (K) **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- (L) **Pollution** means the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere or any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- (M) **Settlement Fees** means any fees, penalties or sanctions imposed by law under a **Settlement Program** that any **Insured** becomes legally obligated to pay as a result of **Wrongful Acts**. **Settlement Fees** shall not include costs of corrections, other than fees or penalties.
- (N) **Settlement Program** means any voluntary compliance resolution program or similar voluntary settlement program, administered by the Internal Revenue Service of the United States of America or any other governmental body, entered into by the **Insured Organization**.

such coverage except for the exhaustion of its limits of liability) for such **Claim**, in whole or in part, as a result of such notice;

- (2) based upon, arising from, or in consequence of a written demand, suit, or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to the applicable Pending or Prior Litigation Date as set forth in Item 5 of the Declarations of this Coverage Section, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;
 - (3) based upon, arising from, or in consequence of **Pollution**, including but not limited to any **Claim** for financial loss to any **Insured Organization or Plan**, its security holders or its creditors;
 - (4) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed;
 - (5) based upon, arising from, or in consequence of liability of others assumed by any **Insured** under any written or oral contract or agreement, provided that this Exclusion (A)(5) shall not apply to the extent that:
 - (a) an **Insured** would have been liable in the absence of the contract or agreement; or
 - (b) the liability was assumed in accordance with or under the agreement or declaration of trust pursuant to which the **Plan** was established;
 - (6) for the failure of the **Insured** to comply with any workers compensation, unemployment insurance, social security or disability benefits law or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world, except the Consolidated Omnibus Budget Reconciliation Act of 1985, or any amendments thereto or any rules or regulations promulgated thereunder;
 - (7) based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**, if a final and non-appealable judgment or adjudication adverse to such **Insured** establishes such a deliberately fraudulent act or omission or willful violation; or
 - (8) based upon, arising from, or in consequence of any **Insured** having gained in fact any profit, remuneration or financial advantage to which such **Insured** was not legally entitled.
- (B) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**,
- (1) which constitutes the return or reversion to an employer of any contribution or asset of a **Plan**;
 - (2) which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief; or
 - (3) which constitutes benefits due or to become due under any **Plan**, or benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, except to the extent that:
 - (a) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation; and

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VII. OTHER INSURANCE

If any **Loss** under this Coverage Section is insured under any other valid and collectible insurance policy(ies), prior or current, then this Coverage Section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this Coverage Section.

VIII. COORDINATION OF COVERAGE

Any **Loss** covered under this Coverage Section and the Employment Practices Liability Coverage Section, if purchased as set forth in Item 4 of the Declarations of the General Terms and Conditions Section, shall be first covered under the Employment Practices Liability Coverage Section, subject to the terms, conditions and limitations therein. Any remaining portion of such **Loss** otherwise covered under this Coverage Section which is not paid under the Employment Practices Liability Coverage Section shall be covered under this Coverage Section, subject to its terms, conditions and limitations.

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ENDORSEMENT/RIDER

Coverage Section: ForeFront Fiduciary Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND BENEFITS DUE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection III, Exclusion (B)(3), of this coverage section is amended to read in its entirety as follows:

- (3) which constitutes benefits due or to become due under any **Plan**, or benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, except to the extent that:
 - (a) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation, and recovery for the benefits is based upon a covered **Wrongful Act**; or
 - (b) a **Fiduciary Claim** made against an **Insured** alleges a loss to the **Plan** and/or to the accounts of such **Plan's** participants by reason of a change in the value of the investments held by such **Plan**, regardless of whether the amounts sought or recovered by the plaintiffs in such **Fiduciary Claim** are characterized by plaintiffs as "benefits" or held by a court as "benefits".

In the event that this endorsement conflicts with any other endorsement to this coverage section, this endorsement shall govern.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Fiduciary Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

FOREFRONT ADVANTAGE FOR FIDUCIARY LIABILITY ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to the Fiduciary Liability Coverage Section the following coverage enhancements are being made:

DOMESTIC PARTNER COVERAGE

1. The definition of **Insured Person** as defined in Subsection II., General Definitions of the General Terms and Conditions is deleted and replaced with the following:

Insured Person shall have the meaning ascribed to that term in each Coverage Section. Solely with respect to any **Liability Coverage Section**, coverage for an **Insured Person** shall also include coverage for:

- (1) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such spouse's or **Domestic Partner's** status as a spouse or **Domestic Partner**, or such spouse's or **Domestic Partner's** ownership interest in property which is sought by the claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
- (2) in the event of the death, incapacity or bankruptcy of an **Insured Person**, the estate, heirs, legal representatives or assigns of such **Insured Person**;

but any such coverage shall apply only with respect to a **Wrongful Act** of such **Insured Person**. All terms and conditions of this coverage section, including without limitation the Deductible Amount, applicable to **Loss** incurred by the **Insured Person**, shall also apply to loss incurred by such spouses or Domestic Partners, estates, heirs, legal representatives and assigns of such **Insured Person**.

For purposes of this Endorsement, **Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Insured Organization**.

AMEND SETTLEMENT PROVISION

2. Subparagraph (2) of paragraph (A) of Subsection IX., Defense and Settlement, of the General Terms and Conditions Section is deleted and replaced with the following:

- (2) The **Company** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient.

AMEND DEFINITION OF FIDUCIARY CLAIM

3. The term **Fiduciary Claim** as defined in Subsection II., Definitions, of this Coverage Section is amended to include a written demand for arbitration proceeding commenced by the receipt of a demand for arbitration or similar document, against any **Insured** for a **Wrongful Act**, including any appeal therefrom

AMEND DEFINITION OF LOSS REGARDING ENGLISH FINES AND PENALTIES

4. Paragraph (3) of the definition of **Loss**, as set forth in Subsection II., Definitions, of this Coverage Section is deleted and replaced with the following:

- (3) taxes, fines or penalties imposed by law, except:
- (a) the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon an **Insured** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended; or
 - (b) if the Voluntary Settlement Program Coverage is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, **Settlement Fees**; or
 - (c) any civil penalties imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Work and Pensions or any successor thereto, by the United Kingdom Occupational Pensions Regulatory Authority, or the Pensions Regulator or any successor thereto, pursuant to the Pension Scheme Act 1993, the Pensions Act 1995, the Pensions Act 2004, or rules or regulations thereunder; provided any coverage for such civil penalties applies only if the funds or assets of the pension scheme are not used to fund, pay or reimburse the premium for this coverage section; or

For the purposes of (3)(c) above, the definition of **Fiduciary Claim**, as set forth in Section II Definitions of this Coverage Section, is amended to include any fact-finding investigation by the Pensions Ombudsman appointed by the United Kingdom Secretary of State for Work and Pensions and/or by the United Kingdom Occupational Pensions Regulatory Authority or any successor thereto.

ERISA SECTION 502(c) PENALTIES WITH SUBLIMIT

5. A. Subject to Paragraphs B. and C. below, subparagraph (3) of the definition of **Loss** as defined in Subsection II., Definitions, of this Coverage Section shall not apply to civil penalties imposed upon an **Insured** as a fiduciary under Section 502(c) of the Employee Retirement Income Security Act of 1974, as amended (hereinafter "**Section 502(c) Penalties**").
- B. The **Company's** maximum limit of liability for all **Loss** on account of all **Claims** for **Section 502(c) Penalties** shall be twenty five thousand dollars (\$25,000), which amount shall be part of, and not in addition to, the **Company's** maximum aggregate Limit of Liability set forth in Item 2 of the Declarations for this Coverage Section.
- C. The **Company** shall not be liable for **Loss** on account of any **Claim** for **Section 502(c) Penalties** based upon, arising from, or in consequence of any fact or circumstance of which any **Insured** had knowledge as of January 1, 2009 and which (i) a reasonable person would suppose might afford grounds for a **Claim** which would fall within the scope of coverage hereunder, or (ii) which indicate the probability of any such **Claim**.

- D. No deductible amount shall apply to **Loss** constituting civil penalties imposed upon an **Insured** for violation of Section 502(c) of the Employee Retirement Income Security Act of 1974, as amended.
- E. The coverage afforded pursuant to paragraphs A. and B. above shall not apply to any civil money penalties imposed upon an **Insured** for violation of Section 507 of Title V of the Pension Protection Act of 2006.

PPA CIVIL MONEY PENALTIES WITH SUBLIMIT

- 6. A. The term **Loss** as defined in Subsection II., Definitions, of this Coverage Section is amended by adding the following exception to subparagraph (3) thereof:

Any civil money penalties imposed upon an **Insured** for violation of Section 507 of Title V of the Pension Protection Act of 2006 (the "PPA"); provided the **Company's** maximum aggregate liability for all such civil money penalties on account of all **Claims** first made during the **Policy Period** shall be twenty-five thousand dollars (\$25,000), which amount shall be part of, and not in addition to, the **Company's** maximum aggregate Limit of Liability set forth in Item 2 of the Declarations for this Coverage Section;

- B. No deductible amount shall apply to **Loss** constituting civil money penalties imposed upon an **Insured** for violation of Section 507 of Title V of the PPA.

AMEND POLLUTION EXCLUSION

- 7. Subsection III., Exclusion (A)(3), of this Coverage Section is amended to include the following:

Provided that this Exclusion (A)(3) shall not apply to (i) any **Claim** by or on behalf of a beneficiary of or participant in any **Sponsored Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Sponsored Plan** in any organization other than the **Insured Organization**, if such diminution in value is allegedly as a result of the matters described above in this Exclusion (A)(3), or (ii) **Loss** (other than fees and expenses incurred in testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing **Pollutants**) incurred by an **Insured Person** for which the **Insured Organization** is not permitted by common or statutory law to indemnify or for which the **Insured Organization** is not able to indemnify by reason of **Financial Impairment**.

AMEND PROFIT EXCLUSION

- 8. Subsection III., Exclusion(A)(8) of this Coverage Section is deleted and replacing it with the following

(A)(8) based upon, arising from or in consequence of any **Insured** having gained any profit, remuneration or other advantage to which such **Insured** was not legally entitled, if a final judgment or final adjudication in any proceeding establishes the gaining of such a profit, remuneration or advantage.

With respect to Exclusion (A)(8) as amended above, the term "proceeding," as used therein, shall not include any declaratory proceeding brought by or against the **Company**.

DELETE REVERSION OF ASSETS EXCLUSION

9. Subsection III., Exclusion (B)(1) of this Coverage Section is deleted in its entirety.

AMEND CONTRIBUTION EXCLUSION

10. Subsection III., Exclusion (C), of this Coverage Section is deleted and replaced with the following:

- (C) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**, resulting from any **Claim** for the failure to collect an employer's contributions owed to a **Plan** unless the failure is because of the negligence of any **Insured**.

PRIORITY OF PAYMENTS

11. With respect to any **Fiduciary Claim** first made against the **Insureds** during the **Policy Period**, regardless of whether such **Fiduciary Claim** is first made before or after the effective date of this endorsement:

If a liquidation or reorganization proceeding is commenced by or against the **Insured Organization** pursuant to the United States Bankruptcy Code or any similar state or local law and in the event payment of **Loss** is due under this Coverage Section but, in the sole discretion of the **Company**, the amount of such **Loss** in the aggregate potentially exceeds the remaining available Limit of Liability for this Coverage Section, the **Company** shall:

- (a) first pay such covered **Loss** incurred by the **Insured Persons** and the **Plans**; then
- (b) to the extent of any remaining amount of the Limit of Liability available after payment under (a) above, pay such covered **Loss** incurred by the **Insured Organization**.

Except as otherwise provided in the above paragraph, the **Company** may pay covered **Loss** as it becomes due under this Coverage Section without regard to the potential for other future payment obligations under this Coverage Section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Fiduciary Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

HIPAA EXTENSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The definition of **Loss**, as defined in Section II Definitions (I) of the Coverage Section identified above, is amended by adding the following exception to subparagraph (3):
 - (c) any civil money penalties imposed upon an **Insured** for violation of the privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"); provided the Company's maximum aggregate liability for all such civil money penalties on account of all **Claims** first made during the **Policy Period** shall be \$25,000.00, which is a sublimit that further limits and does not increase the Company's maximum liability under this coverage section.
- (2) The definition of **Wrongful Act**, as defined in Section II Definitions (Q) of the Coverage Section identified above, is amended to include the following with respect to any **Plan**:
 - (a) any breach of the responsibilities, obligations or duties imposed upon fiduciaries of the **Sponsored Plan** by the Health Insurance Portability and Accountability Act of 1996 and any rules or regulations promulgated thereunder ("HIPAA"); or
 - (b) any other violation of HIPAA claimed against an **Insured** due solely to such **Insured's** service as a fiduciary of any **Sponsored Plan**; or
 - (c) any actual or alleged negligent violation of HIPAA by an **Insured** in the **Administration** of any **Plan**.
- (3) Section III Exclusions (A)(6) of the Coverage Section identified above is amended to read in its entirety as follows:
 - (6) for the failure of the **Insured** to comply with any workers compensation, unemployment insurance, social security or disability benefits law or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world, except:
 - (a) the Consolidated Omnibus Budget Reconciliation Act of 1985 and any amendments thereto or any rules or regulations promulgated thereunder; or

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- (b) the Health Insurance Portability and Accountability Act of 1996 and any rules or regulations promulgated thereunder ("HIPAA").

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

06/20/14

ENDORSEMENT

Coverage Section: ForeFront Fiduciary Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 4

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

PLAN PURCHASER PROTECTION ENDORSEMENT

In consideration of the premium charged, it is agreed that, solely with respect to the coverage afforded pursuant to Insuring Clause I.(A), Fiduciary Liability Coverage, of the Coverage Section identified above:

- (1) The following terms shall have the following meanings:
- (a) "**Managed Care Services**" means the administration or management of a health care plan utilizing cost control mechanisms, including but not limited to utilization review, case management, disease management or the use of a preferred provider network; provided, however, that **Managed Care Services** does not include (i) any services provided by a health care plan administered by an **Insured** (a "**Self-Administered Plan**"), or (ii) any acts, errors or omissions in the rendering of or failure to render **Medical Services** by an **Insured**.
 - (b) "**Medical Services**" means health care, medical care or treatment provided to any person, including medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional health care; the use, prescription, furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with such care; the furnishing of food or beverages in connection with such care; the providing of counseling or other social services in connection with such care; the performance of post-mortem examinations and the handling of human bodies; provided, however, that **Medical Services** shall not include utilization review.

- (2) Section III Exclusion (A)(4) is amended to read in its entirety as follows:

"for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided, however, that this Exclusion (A)(4) shall not apply to any actual or alleged bodily injury, mental anguish, emotional distress, sickness, disease, exacerbation of existing illness or wrongful death of any person resulting from (a) selection of any **Managed Care Services** provider, or (b) denial or delay of any benefit under a health care plan, other than a **Self-Administered Plan**;"

- (3) Solely with respect to the coverage afforded pursuant to this Endorsement, no coverage will be available for any **Claim** against an **Insured** based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act**, or series of facts, circumstances, situations, transactions, events or **Wrongful Acts**, which:
- (a) underlies or is alleged in any demand, suit, order, decree, judgment, litigation or administrative or regulatory proceeding brought prior to and/or pending as of October 1, 1999;
 - (b) was the subject of any **Claim** made prior to October 1, 1999; or
 - (c) was the subject of any notice given prior to October 1, 1999 under any other policy of insurance or plan or program of self-insurance.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

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Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Employment Practices Liability (EPL) Loss Prevention Services

- **Employment Practices Loss Prevention Guidelines Manual**

Written by Seyfarth Shaw exclusively for Chubb, this manual provides an overview of key employment issues and offers proactive ideas for avoiding employment lawsuits. To order the *Employment Practices Loss Prevention Guidelines*, simply call 1.866.282.9001, order 14-01-0061, and provide your mailing address.

Additional employment practices loss prevention services are available to customers who purchase employment practices liability insurance from Chubb. For more information, simply consult <http://csi.chubb.com/eplossprevention> or email csi-info@chubb.com.

Directors and Officers (D&O) Liability Loss Prevention Services

- **Directors and Officers Liability Loss Prevention Manual**

Written by Dan A. Bailey exclusively for Chubb, *Directors and Officers Liability Loss Prevention* discusses general principles governing D&O liability and potential exposures for directors and officers. To order *Directors and Officers Liability Loss Prevention*, simply call 1.866.282.9001, order 14-01-0035, and provide your mailing address.

- **Loss Prevention Guidelines for Independent Directors**

Written exclusively for Chubb by Dan A. Bailey, this manual discusses roles played by independent directors, the increasing importance of independent directors, and corporate governance best practices. To order *Loss Prevention Guidelines for Independent Directors*, simply call 1.866.282.9001, order 14-01-0679, and provide your mailing address.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**

Written by Dan A. Bailey exclusively for Chubb, *Fiduciary Liability Loss Prevention* discusses general principles governing fiduciary liability and reviews basic fiduciary duties under ERISA. To order *Fiduciary Liability Loss Prevention*, simply call 1.866.282.9001, order 14-01-0039, and provide your mailing address.

Miscellaneous Professional Liability Loss Prevention Services

- **What is E&O Liability Insurance Booklet**

What is E&O Liability Insurance discusses general principles governing E&O liability and potential exposures facing professionals in their performance as professionals. To order *What is E&O Liability Insurance*, simply call 1.866.282.9001, order 14-01-0157, and provide your mailing address.

Internet Liability Loss Prevention Services

- **Internet Liability Loss Prevention Manuals**

Chubb offers the *Safety'NetSM Risk Management Guide* and the *Chubb CyberRisk Handbook*, in an effort to educate clients on the exposures associated with online commerce and web sites. To order the *Safety'NetSM Risk Management Guide*, simply call **1.866.282.9001**, order 14-01-0488, and provide your mailing address. To order the *Chubb CyberRisk Handbook*, simply call **1.866.282.9001**, order 17-01-0093, and provide your mailing address.

Crime Loss Prevention Services

- **White Collar Crime Loss Prevention Manual**

Written by Ernst & Young exclusively for Chubb, *White Collar Crime: Loss Prevention through Internal Control* discusses general principles governing workplace crime exposures. To order *White Collar Crime: Loss Prevention through Internal Control*, simply call **1.866.282.9001**, order 14-01-0044, and provide your mailing address.

Kidnap/Ransom & Extortion Loss Prevention Services

- **Kidnap/Ransom & Extortion Loss Prevention Manuals**

Chubb offers *Managing Terrorism Risks* and *Managing Travel Risks*, written exclusively for Chubb by the Ackerman Group, Inc., an international security consultant. To order the *Managing Terrorism Risks*, simply call **1.866.282.9001**, order 14-01-0179, and provide your mailing address. To order the *Managing Travel Risks*, simply call **1.866.282.9001**, order 14-01-0178, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

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DECLARATIONS

FEDERAL INSURANCE COMPANY
a stock insurance company, incorporated under the
laws of Indiana, herein called the Company.

READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS
555 N NASH STREET
EL SEGUNDO, CA 90245

Item 2. Coverage is only available for the following if indicated by X:

Insuring Clauses	Limits of Liability	Deductible Amount
(A) <input checked="" type="checkbox"/> Employee Theft: Insuring Clause (A):	\$5,000,000.00	\$100,000.00
(B) <input checked="" type="checkbox"/> Premises: Insuring Clause (B):	\$5,000,000.00	\$100,000.00
(C) <input checked="" type="checkbox"/> In Transit: Insuring Clause (C):	\$5,000,000.00	\$100,000.00
(D) <input checked="" type="checkbox"/> Forgery: Insuring Clause (D):	\$5,000,000.00	\$100,000.00
(E) <input checked="" type="checkbox"/> Computer Fraud: Insuring Clause (E):	\$5,000,000.00	\$100,000.00
(F) <input checked="" type="checkbox"/> Funds Transfer Fraud: Insuring Clause (F):	\$5,000,000.00	\$100,000.00
(G) <input checked="" type="checkbox"/> Money Order And Counterfeit Currency Fraud: Insuring Clause (G):	\$100,000.00	\$0.00
(H) <input checked="" type="checkbox"/> Credit Card Fraud: Insuring Clause (H):	\$100,000.00	\$0.00
(I) <input checked="" type="checkbox"/> Client Coverage: Insuring Clause (I):	\$100,000.00	\$0.00
(J) <input checked="" type="checkbox"/> Expense Coverage: Insuring Clause (J):	\$100,000.00	Not Applicable

Item 3. Coverage only applies as indicated by X.

- (A) Loss Sustained; or
(B) Loss Discovered

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In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) Employee Theft Coverage

The Company shall pay the Parent Corporation for direct loss sustained by an Insured resulting from Theft or Forgery committed by an Employee acting alone or in collusion with others.

(B) Premises Coverage

The Company shall pay the Parent Corporation for direct loss sustained by an Insured resulting from:

- (1) Robbery; Safe Burglary; or unlawful taking of Money or Securities; by a Third Party; or
- (2) actual destruction or disappearance of Money or Securities;

within or from the Premises or Banking Premises. Coverage under this Insuring Clause shall also include:

- (a) loss of or damage to Property by Robbery or attempted Robbery within the Premises;
- (b) loss of or damage to such Property contained within any safe which results from Safe Burglary or attempted Safe Burglary within the Premises;
- (c) damage to a locked safe, cash drawer, cash box or cash register within the Premises by felonious entry or attempted felonious entry or loss by felonious abstraction of such container from within the Premises; and
- (d) damage to the Premises resulting from Safe Burglary or Robbery;

committed by a Third Party.

(C) In Transit Coverage

The Company shall pay the Parent Corporation for direct loss sustained by an Insured resulting from:

- (1) Robbery; or unlawful taking of Money or Securities; by a Third Party; or
- (2) actual destruction or disappearance of Money or Securities;

while In Transit or while temporarily within the home of an Employee or a partner of an Insured Organization. Coverage under this Insuring Clause shall also include:

- (a) damage to Property by Robbery while In Transit; and
- (b) loss by the unlawful taking of Property temporarily within the home of an Employee or a partner of an Insured Organization;

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committed by a **Third Party**.

(D) **Forgery Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Forgery** or alteration of a **Financial Instrument** committed by a **Third Party**.

(E) **Computer Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Computer Fraud** committed by a **Third Party**.

(F) **Funds Transfer Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Funds Transfer Fraud** committed by a **Third Party**.

(G) **Money Orders And Counterfeit Currency Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Money Orders And Counterfeit Currency Fraud** committed by a **Third Party**.

(H) **Credit Card Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Credit Card Fraud** committed by a **Third Party**.

(I) **Client Coverage**

The **Company** shall pay the **Parent Organization** for direct loss sustained by a **Client** resulting from **Theft** or **Forgery** committed by an **Employee** not in collusion with such **Client's** employees.

(J) **Expense Coverage**

If Expense Coverage is purchased, as set forth in Item 2(J) of the Declarations for this Coverage Section, the **Company** shall pay the **Parent Organization** for:

- (1) **Investigative Expenses** resulting from any direct loss covered under Insuring Clauses (A) through (I); or
- (2) **Computer Violation Expenses** resulting from any direct loss covered under Insuring Clauses (A), (E) or (I);

incurred by any **Insured Organization** in the amount set forth in Item 2(J) of the Declarations for this Coverage Section, solely if such covered direct loss is in excess of the Deductible Amount applicable to such covered direct loss. Such amount shall be part of and not in addition to the Limit of Liability applicable to such covered direct loss.

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II. DEFINITIONS

For the purposes of this Coverage Section:

- (A) **Banking Premises** means the interior portion of a building occupied by, or the night depository chute or safe maintained by, any bank, trust company or similar institution.
- (B) **Client** means a customer of an **Insured Organization** to whom an **Insured Organization** provides goods or services under written contract or for a fee.
- (C) **Computer Fraud** means the unlawful taking of **Money, Securities or Property** resulting from a **Computer Violation**.
- (D) **Computer System** means a computer or network of computers, including its input, output, processing, storage and communication facilities, and shall include off-line media libraries.
- (E) **Computer Violation** means an unauthorized:
 - (1) entry into or deletion of data from a **Computer System**;
 - (2) change to data elements or program logic of a **Computer System**, which is kept in machine readable format; or
 - (3) introduction of instructions, programmatic or otherwise, which propagate themselves through a **Computer System**;directed solely against any **Insured Organization**.
- (F) **Computer Violation Expenses** means reasonable expenses, other than an **Insured Organization's** internal corporate costs (such as employee remuneration), incurred by an **Insured Organization** with the **Company's** prior written consent to reproduce or duplicate damaged or destroyed electronic **Data** or computer programs. If such computer programs cannot be duplicated from other computer programs, then **Computer Violation Expenses** shall also include reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore the computer programs to substantially the same level of operational capability immediately preceding the covered direct loss. **Computer Violation Expenses** shall not include expenses incurred by any **Client**.
- (G) **Credit Card Fraud** means the **Forgery** or alteration of, on or in, any written instrument required in connection with any credit card issued to an **Insured Organization** or at the request of an **Insured Organization**, to any partner, officer or **Employee** of an **Insured Organization**.
- (H) **Data** means information contained in records, accounts, microfilms, tapes or other records, whether or not contained in a **Computer System**.

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- (N) **Funds Transfer Fraud** means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions issued to a financial institution directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by an **Insured Organization** at such institution, without an **Insured Organization's** knowledge or consent.
- (O) **Insurance Representative** means an **Employee**, including a risk manager, designated to represent an **Insured** for the purpose of effecting and maintaining insurance.
- (P) **Insured** means the **Insured Organization** and any **Sponsored Plan**.
- (Q) **In Transit** means being conveyed outside the **Premises**, from one person or place to another, by the **Insured Organization** within the custody of:
- (1) an **Employee** or a partner of an **Insured Organization**; or
 - (2) a person authorized by an **Insured Organization** to have custody of **Money**, **Securities** or **Property**.
- Such conveyance begins immediately upon receipt of **Money**, **Securities** or **Property**, by the person(s) described in (1) or (2) above, from any **Insured Organization**, and ceases immediately upon delivery to the designated recipient or its agent.
- (R) **Investigative Expenses** means reasonable expenses, other than an **Insured Organization's** internal corporate costs (such as employee remuneration), incurred by an **Insured Organization** with the **Company's** prior written consent to establish the existence and amount of a covered loss. **Investigative Expenses** shall not include expenses incurred by any **Client**.
- (S) **Money** means currency, coin, bank notes and bullion.
- (T) **Money Orders And Counterfeit Currency Fraud** means the good faith acceptance:
- (1) in exchange for merchandise, **Money** or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation; or
 - (2) in the regular course of business, of counterfeit United States of America or Canadian paper currency.
- (U) **Premises** means the interior portion of a building occupied by an **Insured Organization** in conducting its business.
- (V) **Property** means tangible property other than **Money** or **Securities**.
- (W) **Robbery** means the unlawful taking of **Money**, **Securities** or **Property** from the custody of an **Employee**, or other person (except a person acting as a watchman, porter or janitor) authorized by an **Insured Organization** to have custody of such **Money**, **Securities** or **Property**, by violence or threat of violence, committed in the presence and cognizance of such person.
- (X) **Safe Burglary** means the unlawful taking of **Money**, **Securities** or **Property** by forcible or violent entry evidenced by visible marks, from a locked vault or safe located within the **Premises**.
- (Y) **Salary** means compensation an **Insured Organization** pays an **Employee**, including but not limited to bonus, commission, incentive payments, and the cost of health, welfare and pension benefits.

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- (Z) **Securities** means negotiable and non-negotiable instruments representing either **Money** or **Property**.

- (AA) **Sponsored Plan** means:
 - (1) any Employee Benefit Plan, Pension Benefit Plan, Welfare Benefit Plan, as each are defined in the Employee Retirement Income Security Act of 1974, as amended, which is operated solely by the **Insured Organization** or jointly by the **Insured Organization** and a labor organization for the benefit of the **Employees** of the **Insured Organization** located anywhere in the world and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section;

 - (2) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, sponsored solely by the **Insured Organization** for the benefit of the **Employees**, including any excess benefit plan located anywhere in the world and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section; or

 - (3) any other plan, fund, or program specifically included as a **Sponsored Plan** by endorsement to this Coverage Section.

Sponsored Plan shall not include any multi-employer plan.

- (BB) **Theft** means the unlawful taking of **Money**, **Securities** or **Property** to the deprivation of:
 - (1) an **Insured**, solely for the purposes of Insuring Clause (A); or

 - (2) a **Client**, solely for the purposes of Insuring Clause (I).

- (CC) **Third Party** means a person other than an **Insured** or **Employee**.

III. **EXCLUSIONS**

- (A) No coverage will be available under this Coverage Section for:
 - (1) loss resulting directly or indirectly from any authorized or unauthorized trading of **Money**, **Securities** or **Property**, whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account; provided that this Exclusion (A)(1) shall not apply to direct losses caused by **Theft** or **Forgery** which result in improper financial gain to an **Employee** (direct losses as used herein shall mean only the amount of improper financial gain to such **Employee**, which shall not include **Salary**, commissions, fees or other compensation, including but not limited to promotions and raises associated with employment, paid by the **Insured** to such **Employee**);

 - (2) loss of trade secrets, confidential processing methods or other confidential information of any kind;

 - (3) **Theft** or **Forgery** committed against an **Insured Organization** by a partner of such **Insured Organization** whether acting alone or in collusion with others; provided that, if **Theft** or **Forgery** committed by such partner would have resulted in a covered loss, the **Company** shall pay the amount which exceeds such partner's percentage ownership of the **Insured Organization**, on the day immediately preceding the date of **Discovery**.

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multiplied by the **Insured Organization's** total assets as reflected in such **Insured Organization's** most recent audited financial statements;

- (4) loss due to declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization; or any act or condition incident to any of the foregoing;
- (5) loss due to nuclear reaction, nuclear radiation or radioactive contamination;
- (6) loss of income not realized as the result of a covered loss;
- (7) indirect or consequential loss of any kind; provided that this Exclusion (A)(7) shall not apply to otherwise covered **Investigative Expenses** and **Computer Violation Expenses** under Insuring Clause (J);
- (8) expenses incurred:
 - (a) as a result of the reconstitution of **Data** if an **Insured Organization** knowingly uses illegal copies of programs;
 - (b) to render the **Data** usable by replacement processing equipment;
 - (c) to design, update or improve software or programs or to perfect their operation or performance; or
 - (d) as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the **Computer System**;
- (9) loss caused by an **Employee** which is sustained by an **Insured**:
 - (a) after an **Insured** becomes aware of a **Theft, Forgery**, or other fraudulent or dishonest act committed by such **Employee** while employed with an **Insured**;
 - (b) after an **Executive** or **Insurance Representative** acquires at any time knowledge of fraud or dishonesty, involving **Money, Securities** or other property valued at twenty-five thousand dollars (\$25,000) or more, committed prior to employment with an **Insured**; or
 - (c) more than sixty (60) days following the termination of such **Employee**.
- (10) loss due to fire, provided that this Exclusion (A)(10) shall not apply to:
 - (a) loss of **Money** or **Securities**; or
 - (b) damage to any safe or vault caused by the application of fire thereto for the purposes of **Safe Burglary**;
- (11) fees, costs or expenses incurred or paid by an **Insured** in defending or prosecuting any legal proceeding or claim; provided that this Exclusion (A)(11) shall not apply to the coverage provided under Section VI Legal Expenses Extension;
- (12) loss due to an **Insured** knowingly having given or surrendered **Money, Securities** or **Property** in any exchange or purchase with a **Third Party**, not in

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collusion with an **Employee**; provided that this Exclusion (A)(12) shall not apply to **Money Orders And Counterfeit Currency Fraud**;

- (13) loss sustained by one **Insured** to the advantage of any other **Insured**;
 - (14) loss of or damage to **Money, Securities** or **Property** while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person who is duly authorized by the **Insured Organization** to have custody of the property; provided that this Exclusion (A)(14) shall not apply to the extent that coverage under this Coverage Section is excess of the amount recovered or received by the **Insured Organization** under:
 - (a) the **Insured Organization's** contract, if any, with, or insurance carried by, any of the foregoing; or
 - (b) any other insurance or indemnity in force which would cover the loss in whole or in part;
 - (15) loss due to the unlawful taking of **Money, Securities** or **Property, Computer Fraud** or any other fraudulent, dishonest or criminal act (other than **Robbery** or **Safe Burglary**), by any authorized representative of the **Insured Organization**, other than an **Employee**, provided that such authorized representative is not acting in collusion with any **Employee**.
- (B) No coverage will be available under Insuring Clause (A) or (I) for loss caused by any broker, factor, commission merchant, consignee, contractor, independent contractor or other agent or representative of the same general character.
- (C) No coverage will be available under Insuring Clause (B) or (C) for:
- (1) loss or damage due to **Forgery, Computer Fraud** or **Funds Transfer Fraud**; or
 - (2) loss of or damage to **Money, Securities** or **Property** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.
- (D) No coverage will be available under Insuring Clauses (B), (C), (E) and (F) for loss or damage of **Money, Securities** or other property as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to the **Premises** or other property.
- (E) No coverage will be available under Insuring Clause (D) for loss due to **Forgery** or alteration of:
- (1) any **Financial Instrument** committed by any **Third Party** in collusion with any **Employee**; or
 - (2) any registered or coupon obligations issued or purported to have been issued by the **Insured**, or any coupons whether attached or detached.
- (F) No coverage will be available under Insuring Clause (H) for loss caused by any forgery or alteration of, on or in any written instrument; provided that this Exclusion (F) shall not apply if:

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- (1) the provisions, conditions and other terms under which the involved credit card was issued were fully complied with; and
 - (2) the **Insured Organization** is legally liable to the issuer of such credit card for such loss.
- (G) No coverage will be available under this Coverage Section if the Loss Discovered option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, for any loss that the **Insured** is aware of prior to the inception date of this Coverage Section.
- (H) If the Loss Sustained option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, no coverage will be available under this Coverage Section for:
- (1) loss unless sustained by any **Insured** prior to the termination of this Coverage Section as to such **Insured** and **Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination;
 - (2) loss unless sustained prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause and **Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination; or
 - (3) loss unless sustained prior to the termination of this Coverage Section in its entirety, and **Discovered** and written notice thereof is given to the **Company**:
 - (a) within sixty (60) days following such termination, if this Coverage Section is not renewed with the **Company**;
 - (b) prior to such termination, if this Coverage Section is renewed with the **Company**; or
 - (c) within one (1) year following such termination, if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Corporation**.
- (I) If the Loss Discovered option is purchased as set forth in Item 3 of the Declarations of this Coverage Section, no coverage will be available under this Coverage Section for:
- (1) loss unless sustained by any **Insured**, **Discovered** and written notice thereof is given to the **Company** prior to the termination of this Coverage Section as to such **Insured**;
 - (2) loss unless sustained, **Discovered** and written notice thereof is given to the **Company** prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause;
 - (3) loss unless sustained, **Discovered** and written notice thereof is given to the **Company** prior to the termination of this Coverage Section in its entirety; or
 - (4) loss unless sustained prior to the termination of this Coverage Section and **Discovered** and written notice thereof is given to the **Company**, within one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Corporation**.
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IV. OWNERSHIP

- (A) Solely for the purposes of Insuring Clauses (A) through (H), the **Company's** liability under this Coverage Section will apply only to the **Money, Securities or Property** owned by the **Insured Organization** or for which the **Insured Organization** is legally liable, or held by the **Insured Organization** in any capacity whether or not the **Insured Organization** is liable; provided that:
- (1) the **Company** will not be liable for damage to the **Premises** unless the **Insured Organization** is the owner or is liable for such damage; or
 - (2) with respect to Insuring Clause (A) the **Company's** liability will not apply to **Money, Securities or Property** of a **Client**.
- (B) Solely for the purposes of Insuring Clause (I), the **Company's** liability under this Coverage Section will apply only to the **Money, Securities** or other **Property** of a **Client**, which is held by the **Insured Organization** in any capacity or for which the **Insured Organization** is legally liable.
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V. SPONSORED PLAN

Solely with respect to any **Sponsored Plan**, payment by the **Company** for covered loss to the **Parent Corporation** shall be held by such **Parent Corporation** for the use and benefit of the **Sponsored Plan** sustaining such loss. The Limit of Liability applicable to any **Sponsored Plan** shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** assets as of the beginning of such **Sponsored Plan's** fiscal year or five hundred thousand dollars (\$500,000) ("Amended Limit of Liability"); provided, however, that the following additional conditions shall also apply with respect to such coverage:

- (1) **Loss Involving One Sponsored Plan:**
 - (a) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section is less than the Amended Limit of Liability, then the applicable Limit of Liability shall be the Amended Limit of Liability; or
 - (b) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section equals or exceeds the Amended Limit of Liability, then the applicable Limit of Liability shall be the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section; or

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- (2) Loss Involving More Than One Sponsored Plan:
- (a) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section is less than the Amended Limit of Liability as calculated for each **Sponsored Plan**, then the applicable Limit of Liability for each **Sponsored Plan** shall be the Amended Limit of Liability as calculated for each **Sponsored Plan**; or
 - (b) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section equals or exceeds the Amended Limit of Liability as calculated for all such **Sponsored Plans**, then the applicable Limit of Liability for all such **Sponsored Plans** combined shall be the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section.

For the purposes of **Sponsored Plan** coverage hereunder, the words "sixty (60) days" are deleted from the exclusions applicable to this Coverage Section, wherever they appear, and the words "one (1) year" are substituted in place thereof. Solely with respect to loss sustained by a **Sponsored Plan**, no Deductible Amount shall apply to such loss.

VI. LEGAL EXPENSES EXTENSION

In addition to the Limits of Liability set forth in the Declarations, the **Company** shall be liable for:

- (A) with respect to **Forgery** coverage under Insuring Clause (D), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** or an **Insured Organization's** bank in any legal proceeding brought against it to enforce payment of a **Financial Instrument**.
- (B) with respect to **Credit Card Fraud** coverage under Insuring Clause (H), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** in any legal proceeding brought against it to enforce payment of a written instrument, required in connection with any credit card.

VII. LIABILITY FOR PRIOR LOSSES

- (A) If the Loss Sustained option is purchased, as set forth in Item 3 of the Declarations for this Coverage Section:
 - (1) Coverage will be available for loss sustained prior to the inception date of this Coverage Section, or the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, subject to the following:
 - (a) an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy;
 - (b) such coverage continued without interruption from the time such loss was sustained until the inception date or effective date specified in paragraph (1) above;
 - (c) such loss was first **Discovered** by an **Insured** after the time allowed for discovery under the last such policy; and
 - (d) some or all of the coverage of an Insuring Clause under this Coverage Section would be applicable to such prior loss;

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- (2) If such prior bond or policy carried by the **Insured** or predecessor in interest of such **Insured** was issued by the **Company** or its affiliates, such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section; and
 - (3) The **Insured** shall neither be entitled to a separate recovery under each policy in force at the time any part of the prior loss was sustained, nor shall the **Insured** be entitled to recover the sum of the limits of liability of any such policies. The **Company's** maximum liability for the prior loss shall not exceed the lesser of either the limit of liability of the policy immediately preceding this Coverage Section under which part of the prior loss was sustained, or the applicable Limit of Liability as set forth in the Declarations of this Coverage Section.
- (B) If the Loss Discovered option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section:
- (1) Coverage will be available for loss sustained at any time and **Discovered** during the **Policy Period**, provided that coverage for loss sustained prior to the effective date of this Coverage Section, or the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, is subject to the following:
 - (a) if an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy and such prior bond or policy was not issued by the **Company** or its affiliates and such loss was first **Discovered** by an **Insured** prior to the expiration of the time allowed for discovery under the last such policy, then no coverage shall be available under this Coverage Section, unless the total amount of covered loss exceeds the limit of liability of the last such bond or policy carried by the **Insured** or predecessor in interest of such **Insured**, and the **Company's** Limit of Liability for any such loss will be in excess of the limit of liability of the last bond or policy subject to all of the terms and conditions of this Coverage Section; or
 - (b) if an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy and such prior bond or policy was issued by the **Company** or its affiliates then such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section and then the **Company's** Limit of Liability for such loss shall be the applicable Limit of Liability shown on the Declarations of this Coverage Section.

VIII. LIMITS OF LIABILITY

- (A) The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss, as set forth in Item 2 of the Declarations of this Coverage Section, regardless of the number of **Insureds** sustaining the loss.
- (B) If a direct loss is covered under more than one Insuring Clause, the maximum amount payable under this Coverage Section shall not exceed the largest applicable Limit of Liability of any such Insuring Clause.

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- (C) All loss resulting from a single act or any number of acts of the same **Employee** or **Third Party**, and all loss whether such act or acts occurred before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability of this Coverage Section will apply, subject to Section VII Liability for Prior Losses.

IX. NON-ACCUMULATION OF LIABILITY

- (A) When there is more than one **Insured**, the maximum liability of the **Company** for loss sustained by one or all **Insureds** shall not exceed the amount for which the **Company** would be liable if all losses were sustained by any one **Insured**.
- (B) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the amount the **Company** shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

X. PROOF OF LOSS AND LEGAL PROCEEDINGS

- (A) Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- (B) It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Parent Corporation** will:
- (1) give written notice to the **Company** at the earliest practicable moment, and in no event later than ninety (90) days after such **Discovery**;
 - (2) furnish a proof of loss with full particulars to the **Company** within six (6) months of such **Discovery**, including:
 - (a) submission to examination under oath at the **Company's** request;
 - (b) production of all pertinent records at such reasonable times and places as the **Company** shall designate; and
 - (3) provide full cooperation with the **Company** in all matters pertaining to a loss or claim.
- (C) The **Parent Corporation** may offer a comparison between an **Insured Organization's** inventory records and actual physical count of its inventory to prove the amount of loss, only where an **Insured Organization** establishes wholly apart from such comparison that it has sustained a covered loss, caused by an identified **Employee**.
- (D) No **Insured** shall institute legal proceedings against the **Company**:
- (1) after two (2) years immediately following any **Discovery**; or
 - (2) to recover a judgment or settlement against it or its bank resulting from **Forgery, Credit Card Fraud** or related legal expenses as set forth in Section VI Legal Expenses Extension, after two (2) years immediately following the date upon which such judgment shall become final or settlement was entered.

XI. VALUATION AND FOREIGN CURRENCY

The Company shall pay:

- (A) the least of:
- (1) the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**;
 - (2) the cost of replacing **Securities**; or
 - (3) the cost to post a Lost Instrument Bond;
- Such cost shall be paid by the **Company** on behalf of an **Insured**;
- (B) the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records;
- (C) the least of:
- (1) the price paid by an **Insured** for the **Property**; or
 - (2) the cost to repair or replace **Property** with that of similar quality and value at the time the **Parent Organization** complies with Section X Proof of Loss and Legal Proceedings, regarding the furnishing of proof of loss; or
- (D) the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**.
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XII. OTHER INSURANCE

If the **Insured** or any other party in interest in any loss covered by this Coverage Section has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this Coverage Section, then this Coverage Section shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity, or insurance; but this Coverage Section shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.

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ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

REPRODUCTION COSTS SUBLIMIT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Section III Exclusions (A)(7) shall not apply to the cost of reproducing information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes, or other records resulting directly from a covered loss.
- (2) The Company's maximum liability for the cost of reproducing information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes, or other records resulting directly from a covered loss sustained after January 1, 2009 shall be \$25,000, which amount shall be part of, and not in addition to, the applicable Limit(s) of Liability set forth in Item 2 of the Declarations of the Coverage Section identified above.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND DEFINITION OF COMPUTER SYSTEM ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Computer System**, as defined in Subsection II. DEFINITIONS of this coverage section, is amended to read in its entirety as follows:

Computer System means a computer and all input, output, processing, storage, off-line media library and communication facilities which are connected to such computer, provided that such computer and facilities are:

- (a) owned and operated by an **Insured Organization**;
- (b) leased and operated by an **Insured Organization**; or
- (c) utilized by an **Insured Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.




Authorized Representative

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The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. D.", written in a cursive style.

Authorized Representative

0910212014

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 4

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

PENSION PROTECTION ACT ENHANCEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The definition of **Employee** as defined in Subsection II., Definitions, Paragraph (J) of this coverage section, subparagraph (3) is deleted and replaced with the following:
 - (3) natural person fiduciary, trustee, administrator or **Employee of a Sponsored Plan**, and any other natural person who handles ERISA plan assets, who is required to be bonded in connection with such **Sponsored Plan** by Title 1 of the Employee Retirement Income Security Act of 1974, as amended and the Pension Protection Act of 2006.
- (2) The definition of **Sponsored Plan** as defined in Subsection II., Definitions, Paragraph (AA) of this coverage section, subparagraph (2) is deleted and replaced with the following:
 - (2) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, or the Pension Protection Act of 2006, sponsored solely by the **Insured Organization** for the benefit of the **Employees**, including any excess benefit plan located anywhere in the world and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section; or
- (3) Subsection V., Sponsored Plan, the first full paragraph is deleted and replaced with the following:

Solely with respect to any **Sponsored Plan**, payment by the **Company** for covered loss shall be to the **Sponsored Plan** sustaining such loss. If such payment is in excess of the amount of coverage required by the Employee Retirement Income Security Act of 1974, as amended, for said Plan(s), such excess shall be held for the use and benefit of any other named Plan(s) should such Plan(s) also discover loss recoverable hereunder. The Limit of Liability applicable to any **Sponsored Plan** shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** funds handled as of the beginning of such **Sponsored Plan's** fiscal year or five hundred thousand dollars (\$500,000), however, with respect to any **Sponsored Plan** that holds employer stock or other employer securities, the Limit of Liability shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** funds handled as of the beginning of such **Sponsored Plan's** fiscal year or a maximum of \$1,000,000 (one million dollars) ("Amended Limit of Liability"). Provided, however, that the following additional conditions shall also apply with respect to such coverage:

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The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. Q.", written over a horizontal line.

Authorized Representative

09/02/2014

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2012

Federal Insurance Company

Endorsement/Rider No. 5

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND VALUATION OF SECURITIES ENDORSEMENT

In consideration of the premium charged, it is agreed that subparagraph (A) of Subsection XI., Valuation and Foreign Currency, of this Coverage Section is deleted and replaced with the following:

- (A) the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**, or the cost of replacing such **Securities**, whichever is less, plus the cost to post a Lost Instrument Bond;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

00002014

ENDORSEMENT

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 6

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

AMEND DEFINITION OF EMPLOYEE ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Employee**, as defined in Section II. Definitions of the Coverage Section identified above, is amended to include any former or retired **Employee** of the **Insured Organization** retained as a consultant (as evidenced by a written contract for services) to the **Insured Organization**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

0010212014

ENDORSEMENT

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2012

Company: Federal Insurance Company

Endorsement No. 7

To be attached to and
form a part of Policy No. 8170-7206

Issued to: THE LOS ANGELES LAKERS, INC. ; LAL D TEAM, LLC d/b/a LOS ANGELES D-FENDERS

SPONSORED PLAN ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Sponsored Plan**, as defined in Section II Definitions of the Coverage Section identified above, is amended to include the following plan:

The Los Angeles Lakers 401K Retirement Plan
The Los Angeles Lakers Inc. Flexible Benefit Plan & Trust 125

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

09/02/2014

09/02/2014

FILED

2013 FEB -9 AM 11:24

1 **KAZEROUNI LAW GROUP, APC**
 2 Abbas Kazerounian, Esq. (SBN: 249203)
 3 ak@kazlg.com
 4 Matthew M. Loker, Esq. (SBN 279939)
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 11 Joshua B. Swigart, Esq. (SBN: 225557)
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 13 411 Camino Del Rio South, Suite 301
 14 San Diego, CA 92108
 15 Telephone: (619) 233-7770
 16 Facsimile: (619) 297-1022

17 *Attorneys for Plaintiff.*

18 **UNITED STATES DISTRICT COURT**
 19 **CENTRAL DISTRICT OF CALIFORNIA**

20 **DAVID M. EMANUEJ ,**
 21 **INDIVIDUALLY AND ON**
 22 **BEHALF OF ALL OTHERS**
 23 **SIMILARLY SITUATED,**

24 Plaintiff,

25 v.

26 **THE LOS ANGELES**
 27 **LAKERS, INC.,**

28 Defendant.

Case No.: CV12-9936 GW (SHx)

CLASS ACTION

FIRST AMENDED
COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF
PURSUANT TO THE
TELEPHONE CONSUMER
PROTECTION ACT, 47 U.S.C. §
227, ET SEQ.

JURY TRIAL DEMANDED

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Ex B

KAZEROUNI LAW GROUP, APC
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Santa Ana, California 92705

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INTRODUCTION

1
2 1. DAVID M. EMANUEL (“Plaintiff”) brings this Class Action Complaint for
3 damages, injunctive relief, and any other available legal or equitable
4 remedies, resulting from the illegal actions of THE LOS ANGELES
5 LAKERS, INC. (“Defendant”), in negligently contacting Plaintiff on
6 Plaintiff’s cellular telephone, in violation of the Telephone Consumer
7 Protection Act, 47 U.S.C. § 227 et seq., (“TCPA”), thereby invading
8 Plaintiff’s privacy. Plaintiff alleges as follows upon personal knowledge as
9 to himself and his own acts and experiences, and, as to all other matters,
10 upon information and belief, including investigation conducted by their
11 attorneys.

12 2. The TCPA was designed to prevent calls and messages like the ones
13 described within this complaint, and to protect the privacy of citizens like
14 Plaintiff. “Voluminous consumer complaints about abuses of telephone
15 technology – for example, computerized calls dispatched to private homes –
16 prompted Congress to pass the TCPA.” *Mims v. Arrow Fin. Servs., LLC*, 132
17 S. Ct. 740, 744 (2012).

18 3. In enacting the TCPA, Congress intended to give consumers a choice as to
19 how creditors and telemarketers may call them, and made specific findings
20 that “[t]echnologies that might allow consumers to avoid receiving such
21 calls are not universally available, are costly, are unlikely to be enforced, or
22 place an inordinate burden on the consumer. TCPA, Pub.L. No. 102–243,
23 § 11. Toward this end, Congress found that

24
25 [b]anning such automated or prerecorded telephone calls to the home,
26 except when the receiving party consents to receiving the call or
27 when such calls are necessary in an emergency situation affecting the
28 health and safety of the consumer, is the only effective means of
protecting telephone consumers from this nuisance and privacy
invasion.

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F I O R N O O S O

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Id. at § 12; see also *Martin v. Leading Edge Recovery Solutions, LLC*, 2012 WL 3292838, at* 4 (N.D.Ill. Aug. 10, 2012) (citing Congressional findings on TCPA’s purpose).

- 4. Congress also specifically found that “the evidence presented to the Congress indicates that automated or prerecorded calls are a nuisance and an invasion of privacy, regardless of the type of call...” Id. at §§ 12-13. See also, *Mims*, 132 S. Ct. at 744.
- 5. As Judge Easterbrook of the Seventh Circuit recently explained in a TCPA case regarding calls to a non-debtor similar to this one:

The Telephone Consumer Protection Act ... is well known for its provisions limiting junk-fax transmissions. A less-litigated part of the Act curtails the use of automated dialers and prerecorded messages to cell phones, whose subscribers often are billed by the minute as soon as the call is answered—and routing a call to voicemail counts as answering the call. An automated call to a landline phone can be an annoyance; an automated call to a cell phone adds expense to annoyance.

Soppet v. Enhanced Recovery Co., LLC, 679 F.3d 637, 638 (7th Cir. 2012).

JURISDICTION AND VENUE

- 6. This Court has federal question jurisdiction because this case arises out of violation of federal law. 47 U.S.C. §227(b); *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740 (2012).
- 7. Venue is proper in the United States District Court for the Central District of California pursuant to 18 U.S.C. § 1391(b) and 1441(a) because Defendant is subject to personal jurisdiction in the County of Los Angeles, State of California.

///

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PARTIES

- 1
- 2 8. Plaintiff is, and at all times mentioned herein was, a citizen and resident of
- 3 the State of California. Plaintiff is, and at all times mentioned herein was, a
- 4 “person” as defined by 47 U.S.C. § 153 (10).
- 5 9. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and
- 6 at all times mentioned herein was, a corporation whose State of
- 7 Incorporation and principal place of business is in the State of California.
- 8 Defendant, is and at all times mentioned herein was, a corporation and is a
- 9 “person,” as defined by 47 U.S.C. § 153 (10). Defendant is a professional
- 10 basketball team in the National Basketball Association (NBA). Plaintiff
- 11 alleges that at all times relevant herein Defendant conducted business in the
- 12 State of California and in the County of Los Angeles, and within this judicial
- 13 district.

FACTUAL ALLEGATIONS

- 14
- 15 10. At all times relevant, Plaintiff was a citizen of the County of Los Angeles
- 16 State of California. Plaintiff is, and at all times mentioned herein was, a
- 17 “person” as defined by 47 U.S.C. § 153 (10).
- 18 11. Defendant is, and at all times mentioned herein was, a corporation and a
- 19 “person,” as defined by 47 U.S.C. § 153 (10).
- 20 12. At all times relevant Defendant conducted business in the State of California
- 21 and in the County of Los Angeles, within this judicial district.
- 22 13. At no time did Plaintiff ever enter in a business relationship with Defendant.
- 23 Defendant at all times was messaging Plaintiff to solicit future business from
- 24 Plaintiff.
- 25 14. At no time did Plaintiff expressly consent to receive such messages from
- 26 Defendant.

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15. On or about October 13, 2012, Plaintiff attended Defendant's game held at the Staples Center.

16. At some point during the game, Plaintiff observed a message from Defendant that stated "TEXT your message to 525377." A picture of this message taken by Plaintiff on or about October 13, 2012 is attached hereto as Exhibit A.

17. Notably absent from Defendant's statement is any statement that by sending a message to 525377, Plaintiff would be consenting to receive future text messages from Defendant.

18. As such, Plaintiff sent the following text message from Plaintiff's cell phone to Defendant for the sole purpose of having Defendant put a personal message on the scoreboard:

"I love you Facey. Happy Date Night"

19. Thereafter, Plaintiff received an unsolicited text message from the 525-377 number attributed to Defendant. This text message stated:

"Thnx! Txt as many times as u like. Not all msgs go on screen. Txt ALERTS for Lakers News alerts. Msg&Data Rates May Apply. Txt STOP to quit. Txt INFO for info"

20. In responding to Plaintiff's cellular telephone, Defendant utilized an "automatic telephone dialing system," ("ATDS") as defined by 47 U.S.C. § 227(a)(1) using text messages sent to Plaintiff's cellular telephone as prohibited by 47 U.S.C. § 227(b)(1)(A)(iii) in order to attempt to solicit business from Plaintiff.

21. This ATDS has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator.

22. The telephone number Defendant called was assigned to a cellular telephone service for which Plaintiff incurred a charge for incoming calls and texts pursuant to 47 U.S.C. § 227(b)(1).

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23. These telephone communications constituted communications that were not for emergency purposes as defined by 47 U.S.C. § 227(b)(1)(A)(i).

24. These text messages constituted telephone solicitations as defined by 47 U.S.C. § 227(a)(4).

25. These telephone communications constituted communications that were not for emergency purposes as defined by 47 U.S.C. § 227 (b)(1)(A)(i).

26. Plaintiff did not provide prior express consent to receive calls or messages on Plaintiff's cellular telephones, pursuant to 47 U.S.C. § 227 (b)(1)(A).

27. These telephone communications by Defendant, or its agent, violated 47 U.S.C. § 227(b)(1).

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action on behalf of himself and on behalf of and all others similarly situated ("the Class).

29. Plaintiff represents, and is a member of, the Class, consisting of all persons within the United States who received any unsolicited text messages from Defendant which text message was not made for emergency purposes or with the recipient's prior express consent within the four years prior to the filing of this Complaint.

30. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the number of members in the Class, but believes the Class members number in the hundreds of thousands, if not more. Thus, this matter should be certified as a Class action to assist in the expeditious litigation of this matter.

31. Plaintiff and members of the Class were harmed by the acts of Defendant in at least the following ways: Defendant, either directly or through its agents, illegally contacted Plaintiff and the Class members via their cellular telephones by using marketing and text messages, thereby causing Plaintiff and the Class members to incur certain cellular telephone charges or reduce

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cellular telephone time for which Plaintiff and the Class members previously paid, and invading the privacy of said Plaintiff and the Class members. Plaintiff and the Class members were damaged thereby.

32. This suit seeks only damages and injunctive relief for recovery of economic injury on behalf of the Class, and it expressly is not intended to request any recovery for personal injury and claims related thereto. Plaintiff reserves the right to expand the Class definition to seek recovery on behalf of additional persons as warranted as facts are learned in further investigation and discovery.

33. The joinder of the Class members is impractical and the disposition of their claims in the Class action will provide substantial benefits both to the parties and to the court. The Class can be identified through Defendant's records or Defendant's agents' records.

34. There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. The questions of law and fact to the Class predominate over questions which may affect individual Class members, including the following:

- a) Whether, within the four years prior to the filing of this Complaint, Defendant or its agents sent any text messages to the Class (other than a message made for emergency purposes or made with the prior express consent of the called party) to a Class member using any automatic dialing system to any telephone number assigned to a cellular phone service;
- b) Whether Plaintiff and the Class members were damaged thereby, and the extent of damages for such violation; and
- c) Whether Defendant and its agents should be enjoined from engaging in such conduct in the future.

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1 35. As persons that received at least one marketing and text message without
2 Plaintiff's prior express consent, Plaintiff is asserting claims that are typical
3 of the Class. Plaintiff will fairly and adequately represent and protect the
4 interests of the Class in that Plaintiff has no interests antagonistic to any
5 member of the Class.

6 36. Plaintiff and the members of the Class have all suffered irreparable harm as
7 a result of the Defendant's unlawful and wrongful conduct. Absent a class
8 action, the Class will continue to face the potential for irreparable harm. In
9 addition, these violations of law will be allowed to proceed without remedy
10 and Defendant will likely continue such illegal conduct. Because of the size
11 of the individual Class member's claims, few, if any, Class members could
12 afford to seek legal redress for the wrongs complained of herein.

13 37. Plaintiff has retained counsel experienced in handling class action claims
14 and claims involving violations of the Telephone Consumer Protection Act.

15 38. A class action is a superior method for the fair and efficient adjudication of
16 this controversy. Class-wide damages are essential to induce Defendant to
17 comply with federal and California law. The interest of Class members in
18 individually controlling the prosecution of separate claims against Defendant
19 is small because the maximum statutory damages in an individual action for
20 violation of privacy are minimal. Management of these claims is likely to
21 present significantly fewer difficulties than those presented in many class
22 claims.

23 39. Defendant has acted on grounds generally applicable to the Class, thereby
24 making appropriate final injunctive relief and corresponding declaratory
25 relief with respect to the Class as a whole.

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FIRST CAUSE OF ACTION

NEGLIGENT VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT

47 U.S.C. § 227 ET SEQ.

40.Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

41.The foregoing acts and omissions of Defendant constitute numerous and multiple negligent violations of the TCPA, including but not limited to each and every one of the above-cited provisions of 47 U.S.C. § 227 et seq.

42.As a result of Defendant’s negligent violations of 47 U.S.C. § 227 et seq, Plaintiff and The Class are entitled to an award of \$500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B).

43.Plaintiff and the Class are also entitled to and seek injunctive relief prohibiting such conduct in the future.

SECOND CAUSE OF ACTION

KNOWING AND/OR WILLFUL VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT

47 U.S.C. § 227 ET SEQ.

44.Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

45.The foregoing acts and omissions of Defendant constitute numerous and multiple knowing and/or willful violations of the TCPA, including but not limited to each and every one of the above-cited provisions of 47 U.S.C. § 227 et seq.

46.As a result of Defendant’s knowing and/or willful violations of 47 U.S.C. § 227 et seq, Plaintiff and The Class are entitled to an award of \$1,500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

09/02/2013

TRIAL BY JURY

48. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: February 7, 2013

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s Abbas Kazerounian
ABBAS KAZEROUNIAN, ESQ.
ATTORNEY FOR PLAINTIFF

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2700 N. Main Street, Ste. 1000
Santa Ana, California 92705

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PLAINTIFF'S EXHIBIT A

Picture of Defendant's Jumbotron

In The Case Of

*David M. Emanuel; Individually and on Behalf of all Others Similarly
Situated*

v.

The Los Angeles Lakers

CV12-9936 GW (SHx)

09/02/2014

LOS ANGELES LAKERS

Love you Laka Henry birthday

TEXT your message to 535377

Msg & Data Rates May Apply

09/02/2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Kirk A. Pasich (CA Bar No. 94242); Anamay M. Carmel (CA Bar No. 298080)
DICKSTEIN SHAPIRO LLP
2049 Century Park East, Suite 700
Los Angeles, CA 90067
TELEPHONE NO.: 310-772-8300 FAX NO.: 310-772-8301
ATTORNEY FOR (Name): Plaintiff LOS ANGELES LAKERS, INC.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central

CASE NAME: The Los Angeles Lakers, Inc. v. Federal Insurance Company

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
SEP 02 2014
Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 556485**
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|--|
| <input type="checkbox"/> Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
<input type="checkbox"/> Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
<input type="checkbox"/> Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
<input type="checkbox"/> Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <input type="checkbox"/> Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input checked="" type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
<input type="checkbox"/> Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
<input type="checkbox"/> Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
<input type="checkbox"/> Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <input type="checkbox"/> Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<input type="checkbox"/> Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
<input type="checkbox"/> Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 2
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 2, 2014
Kirk A. Pasich (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <ul style="list-style-type: none"> Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <ul style="list-style-type: none"> Asbestos (04) <ul style="list-style-type: none"> Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (<i>not asbestos or toxic/environmental</i>) (24) Medical Malpractice (45) <ul style="list-style-type: none"> Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) <ul style="list-style-type: none"> Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD <p>Non-PI/PD/WD (Other) Tort</p> <ul style="list-style-type: none"> Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) <ul style="list-style-type: none"> Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PI/PD/WD Tort (35) <p>Employment</p> <ul style="list-style-type: none"> Wrongful Termination (36) Other Employment (15) 	<p>Contract</p> <ul style="list-style-type: none"> Breach of Contract/Warranty (06) <ul style="list-style-type: none"> Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) <ul style="list-style-type: none"> Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (<i>not provisionally complex</i>) (18) <ul style="list-style-type: none"> Auto Subrogation Other Coverage Other Contract (37) <ul style="list-style-type: none"> Contractual Fraud Other Contract Dispute <p>Real Property</p> <ul style="list-style-type: none"> Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>) <p>Unlawful Detainer</p> <ul style="list-style-type: none"> Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>) <p>Judicial Review</p> <ul style="list-style-type: none"> Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) <ul style="list-style-type: none"> Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) <ul style="list-style-type: none"> Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals 	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <ul style="list-style-type: none"> Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41) <p>Enforcement of Judgment</p> <ul style="list-style-type: none"> Enforcement of Judgment (20) <ul style="list-style-type: none"> Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case <p>Miscellaneous Civil Complaint</p> <ul style="list-style-type: none"> RICO (27) Other Complaint (<i>not specified above</i>) (42) <ul style="list-style-type: none"> Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>) <p>Miscellaneous Civil Petition</p> <ul style="list-style-type: none"> Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) <ul style="list-style-type: none"> Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 4 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input checked="" type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

The Los Angeles Lakers v. Federal Insurance Company

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition		2., 3., 4., 8. 2., 9.	

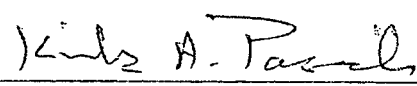


Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 2049 CENTURY PARK EAST Ste 700	
	CITY: Los Angeles	STATE: CA

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: September 2, 2014



 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Kirk A. Pasich

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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