

Civil No. B342340

**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA**  
**SECOND APPELLATE DISTRICT**  
**DIVISION 7**

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LEVON NARGIZYAN  
*Plaintiff and Appellant,*

v.

STATE FARM GENERAL INSURANCE COMPANY  
*Defendant and Respondent.*

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**UNITED POLICYHOLDERS' APPLICATION FOR LEAVE TO  
FILE AMICUS CURIAE BRIEF IN SUPPORT OF  
PLAINTIFF/APPELLANT;  
UNITED POLICYHOLDERS' AMICUS BRIEF IN  
SUPPORT OF PLAINTIFF/APPELLANT**

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From a Decision by the Superior Court for the State of California  
County of Los Angeles Case No. 21STCV32834 Honorable, Lia Martin, Judge

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## **APPLICATION FOR LEAVE TO FILE AMICUS CURIAE BRIEF**

Pursuant to California Rule of Court 8.200(c), United Policyholders (“UP”) respectfully applies for this Court’s permission to file the accompanying amicus curiae brief in support of Plaintiff/Appellant.

### **STATEMENT OF INTEREST**

United Policyholders (“UP”) is a non-profit organization based in California that serves as a voice and information resource for insurance consumers in the 50 states. The organization is tax-exempt under 26 U.S.C.A. § 501(c)(3). UP is funded by donations and grants and does not accept money from insurance companies.

UP has filed amicus briefs in hundreds of cases, including matters where courts have adopted UP’s reasoning on how insurance policies should be read from the standpoint of ordinary policyholders. UP’s amicus brief was cited in the U.S. Supreme Court’s opinion in *Humana Inc. v. Forsyth* (1999) 525 U.S. 299, 314 and its arguments have been adopted by the California Supreme Court in *TRB Investments, Inc. v. Fireman's Fund Ins. Co.* (2006) 40 Cal.4th 19 and *Vandenberg v. Superior Court* (1999) 21 Cal.4th 815 [88 Cal.Rptr.2d 366, 982 P.2d 229].

UP’s perspective is especially useful in homeowners policy cases that turn on how exclusions are drafted, communicated, and applied in the field. This case addresses issues of significant public importance. From its large base of volunteers consisting of insurance claimants, disaster survivors,

policyholder attorneys, public adjusters, contractors, and others involved in the insurance industry, UP has been aware of countless claim disputes involving State Farm’s misuse of the “Continuous or Repeated Seepage or Leakage” exclusion.

### **REASON FOR GRANTING REVIEW**

This case addresses issues of significant public importance. UP submits this amicus curiae brief to address an important coverage issue that repeatedly causes incorrect claim denials for State Farm’s homeowners insurance customers in California. This brief provides additional legal arguments essential to the effective interpretation of the subject insurance policy.

### **RULE 8.200(c)(3) DISCLOSURE**

No party or party’s counsel authored this brief in whole or in part or made a monetary contribution intended to fund the preparation or submission of the brief. Other than the amici curiae, their members, or their counsel, no person or entity made a monetary contribution intended to fund the preparation or submission of the brief.

**CONCLUSION**

For these reasons, the following amici curiae respectfully request leave to file the accompanying brief.

DATED: October 14, 2025

MERLIN LAW GROUP

By   
\_\_\_\_\_

*Attorneys for Amicus Curiae  
United Policyholders*

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## I. INTRODUCTION AND SUMMARY OF ARGUMENT

State Farm’s all-risks policy covers all damage including water damage unless it is specifically excluded, and in this case State Farm applied an exclusion for the “sudden or gradual . . . continuous or repeated seepage or leakage of water” (“CRSL”). California law requires coverage grants be read broadly, exclusions narrowly, and any ambiguity in policy language resolved in favor of the insured’s reasonable expectations and/or against the insurer. *MacKinnon v. Truck Ins. Exchange* (2003) 31 Cal.4th 635, 648–49, *as modified on denial of reh’g* (Sept. 17, 2003); *E.M.M.I. Inc. v. Zurich American Ins. Co.* (2004) 32 Cal.4th 465, 471; *Garvey v. State Farm Fire & Casualty Co.* (1989) 48 Cal.3d 395, 406–07.

Under these rules, the CRSL exclusion that State Farm relies on to reduce coverage only excludes losses where the water takes months or years to cause damage and results in long-term types of damage such as deterioration, corrosion, rust, mold, or wet or dry rot. The exclusion cannot eliminate coverage for all water damage of any sort that occurs over any period of time whatsoever, and, if that was State Farm’s intent, as the drafter of this contract of adhesion, the policy should simply read “water damage is not covered”. See *MacKinnon, supra.*, 31 Cal.4th at p. 648–49 (“exclusions are interpreted narrowly” and must be “conspicuous, plain and clear”).

Here, one of the appellants felt heat through the kitchen tile and quickly found hot water spraying upward into the subfloor, with steam and hissing. The water quickly soaked the insulation and flooring materials causing immediate damage. There were no classic signs of long-term wetting in the crawlspace—no pooling, no muddy soil, no mold—and the visible damage looked new. The water loss was a sudden damage event and did not result in deterioration, corrosion, rust, mold, or wet or dry rot. It is what Appellants reasonably believe they bought insurance to protect from.

Interpreting the CRSL exclusion to capture any damage occurring over any period of time including a non-zero interval would nullify the policy’s specific promise to cover sudden and accidental water discharges, and only to exclude continuous and repeated water damage, contrary to California’s rules requiring exclusions to be “conspicuous, plain and clear” and construed narrowly. *Steven v. Fidelity & Cas. Co. of New York* (1962) 58 Cal.2d 862, 869–871.

## **II. LEGAL STANDARDS FOR POLICY INTERPRETATION**

Courts consistently interpret coverage provisions in insurance policies broadly to afford the insured the greatest possible protection. For example, in *Mosley v. Pacific Specialty Ins. Co.* (2020) 49 Cal.App.5th 417, 423, the court stated that coverage provisions are interpreted broadly to protect the interests of the insured. Similarly, in *Energy Ins. Mutual Limited v. Ace American Ins. Co.* (2017) 14 Cal.App.5th 281, 291, the court

emphasized that coverage provisions must be interpreted broadly to provide the insured with the greatest possible protection.

Whereas courts interpret “coverage provisions broadly so as to afford the greatest possible protection to the insured,” exclusions on the other hand “are interpreted narrowly against the insurer.” *Mosley v. Pacific Specialty Ins. Co.*, *supra.*, 49 Cal.App.5th at 424. However, not all exclusions are enforceable. Conspicuous placement of exclusionary language is only one of two rigid drafting rules required of insurers to exclude or limit coverage. *Haynes v. Farmers Ins. Exch.* (2004) 32 Cal.4th 1198, 1211. The language itself must be plain and clear. This means more than the traditional requirement that contract terms be “unambiguous.” Understandability is also required. *Id.* If an exclusion fails to satisfy the conspicuous, plain and clear requirement, it is unenforceable on its face. *Id.*

Similarly, ambiguous provisions favor the insured. “A policy provision will be considered ambiguous when it is capable of two or more constructions, *both of which are reasonable.*” *State of Calif. v. Continental Ins. Co.* (2012) 55 Cal.4th 186, 195 (emphasis added); *Bay Cities Paving & Grading, Inc. v. Lawyers' Mutual Ins. Co.*, *supra.* 5 Cal.4th at 867. The ambiguity may appear either on the face of the policy or in context, when the provision in question is sought to be applied to a particular claim under the policy. *Rullman v. State Farm Mut. Auto. Ins. Co.* (1970) 8 Cal.App 3d 606, 609. Thus, “[i]n determining whether an ambiguity exists, a court

should consider not only the face of the [insurance] contract but also any extrinsic evidence that supports a reasonable interpretation.” *American Alternative Ins. Corp. v. Supreme Court* (2006) 135 Cal.App.4th 1239, 1246.

If a policy is ambiguous, a court must first attempt to resolve the ambiguity by applying the “objectively reasonable expectations of the insured” rule. Under this rule, a court seeks to determine whether coverage is consistent with the insured’s objectively reasonable expectations. *Bank of the West Supreme Court, supra.*, 2 Cal.4th at 1265; *E.M.M.I. Inc. v. Zurich American Ins. Co.* (2004) 32 Cal.4th 465, 470; *Jordan v. Allstate Ins. Co.* (2004) 116 Cal.App.4th 1206, 1213-1214. Reasonable expectations control even if the parties had no actual mutual understanding regarding the disputed policy provision. *Cooper Cos. v. Transcontinental Ins. Co.* (1995) 31 Cal.App.4th 1094, 1104.

To determine objectively reasonable expectations, the disputed policy language must be examined *in context* with regard to its intended function in the policy: “[t]his is because language in a contract must be construed in the context of that instrument as a whole, and in the circumstances of that case, and cannot be found to be ambiguous in the abstract.” *Bank of the West v. Supreme Court, supra.*, 2 Cal.4th at 1265; *Jordan v. Allstate Ins. Co., supra.*, 116 Cal.App.4th at 1213-

1214; *Lee v. Fidelity Nat'l Title Ins. Co.* (2010) 188 Cal.App.4th 583, 598-599. Courts must also “apply a little common sense to determine which of the two reasonable interpretations ... meets the *objectively* reasonable expectations of ... the party claiming coverage.” *St. Paul Fire & Marine Ins. Co. v. American Dynasty Surplus Lines Ins. Co.*, *supra*. 101 Cal.App.4th at 1058 (emphasis in original).

If the “objectively reasonable expectations of the insured” rule does not resolve the ambiguity—i.e., that under policy provision at issue the insured had no “objectively reasonable expectations” regarding coverage, the court must apply the “contra-insurer” rule. Under this rule a court must “invoke the principle that ambiguities are generally construed against the party who caused the uncertainty to exist (i.e., the insurer) in order to protect the insured’s reasonable expectation of coverage.” *Powerine II*, *supra*., 37 Cal.4th at 391; see Cal. Civ. Code § 1654. This “tie-breaker” rule of construction against the insurer stems from the recognition that the insurer generally drafted the policy and received premiums to provide the agreed protection. *Minkler v. Safeco Ins. Co. of America* (2010) 49 Cal.4th 315, 321.

### III. ARGUMENT

#### A. The Policy’s CRSL Exclusion Only Applies to Damage Caused Slowly Over Time, It Cannot Apply to Sudden Damage and if the CRSL Exclusion Was as Broad as State Farms Contends It Would Have Drafted the Policy to Simply State “All Water From a Plumbing System Is Not Covered.”

The Policy’s Dwelling coverage, i.e., coverage for the Appellants’ home, covers all damage to the home, including damage caused by water from pipe leaks, unless otherwise excluded. The CRSL Exclusion is contained in a section of losses not insured. The policy specifically states, “[w]e insure for accidental direct physical loss to the property . . . except as provided in **SECTION I – LOSSES NOT INSURED.**” Section – Losses Not Insured contains an exclusion related to damage caused by water from a pipe. It states:

#### **SECTION I – LOSSES NOT INSURED**

...

4. We do not insure under any coverage *for any loss* which is caused by one or more of the items below, regardless of whether the *event* occurs *suddenly or gradually (emphasis added)*, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

...

c. **Water**, meaning:

- (5) *continuous or repeated seepage or leakage (emphasis added)* of water or steam from a:

...

(c) plumbing system,....

In the preamble language for SECTION I – LOSSES NOT INSURED 4., the word “event” means the pipe failure that causes the “loss,” i.e., the

incident that causes resulting water damage to property. For example, the “event” could be a nail driven through a pipe causing an immediate burst and water to escape (sudden) or nick from a nail that causes only surface damage to the pipe but which then expands over time due to deterioration (gradual) until a burst of water is finally allowed to escape. The CRSL exclusion, however, is expressly limited to the type of damage caused by the event. Specifically, the policy excludes *continuous or repeated* seepage or leakage. This means that only gradual water damage caused by the event (i.e. dripping causes deterioration, rot, mold, etc. over time) is excluded and sudden water damage caused by the event is covered (i.e. high-velocity spray immediately soaks insulation and wood).

State Farm contends that the 4.c.(5) should be broadly construed to exclude damage that occurs both suddenly and gradually. However, if this was actually State Farm’s intent, i.e., the exclusion of all water, then State Farm should have drafted 4.c.(5) to simply state that water damage from a plumbing system is not covered. There would be no need to include the phrase “continuous or repeated seepage or leakage.” The exclusion should thus have been:

#### **SECTION I – LOSSES NOT INSURED**

...

4. We do not insure under any coverage *for any loss* which is caused by one or more of the items below, regardless of whether the *event* occurs *suddenly or gradually (emphasis added)*, involves isolated or widespread damage, arises

from natural or external forces, or occurs as a result of any combination of these:

...

c. **Water**, meaning:

(5) water or steam from a:

...

(c) plumbing system

Accordingly, the CRSL exclusion must be read narrowly so the phrase, “**continuous or repeated seepage or leakage**” only excludes property damage that occurs gradually or over a long period of time, such as corrosion, deterioration, and mold from a long-term drip, regardless of whether the failure of the pipe that caused water to escape occurred suddenly or gradually. The CRSL exclusion cannot be read, as State Farm argues, to exclude damage that occurs suddenly, such as the water-soaked insulation and wood in this case. The CRSL uses the terms “continuous or repeated” seepages and leakages, which courts have repeatedly found means only gradual damage.

Although the CRSL is prefaced by the statement that such “*losses*” are excluded whether “the *event* occurs suddenly or gradually,” the word “event” is not the same but is in fact narrower than the word “loss.” “Event” means “anything that happens, especially something important or unusual”<sup>1</sup> and “loss” means the resulting “destruction, ruin.”<sup>2</sup> See *AIU Ins.*

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<sup>1</sup> <https://dictionary.cambridge.org/us/dictionary/english/event>

<sup>2</sup> <https://www.merriam-webster.com/dictionary/loss>

*Co. v. Superior Court (FMC Corp.)*, *supra*, 51 Cal.3d at 821-822

(undefined policy terms interpreted in ordinary and popular sense using dictionary definitions).

For the same reason, State Farm is unreasonable in contending that the CRSL should be interpreted to include all sudden damage just because the prefatory language uses the phrase “suddenly or gradually.” Doing so impermissibly conflates “loss” and “event.” *ACL Techs., Inc. v. Northbrook Prop. & Cas. Ins. Co.*, 17 Cal. App. 4th 1773, 1785–86 (“[C]ontracts—even insurance contracts—are construed to avoid rendering terms surplusage”); (*Fireman's Fund Ins. Co. v. Superior Ct.*, 65 Cal. App. 4th 1205 (1997) (“a construction that reads ‘suit’ to include a ‘claim’ makes the reference to ‘claim’ superfluous and leaves us with no explanation for the disjunctive use of the two words, a result that is contrary to accepted rules of interpretation.”); *AIU Ins. Co. v. Superior Court (FMC Corp.)* (1990) 51 Cal.3d 807, 821–822 (declining to apply a definition of “damages” which would render “redundant” the phrase “legally obligated to pay”); *Stein v. International Ins. Co.* (1990) 217 Cal.App.3d 609, 613–614.

State Farm’s interpretation must also be rejected because State Farm cannot simply change the well-established meaning of “continuous or repeated” in the CRSL exclusion by inserting the word “sudden.” Something cannot be both up and down, left and right. State Farm’s interpretation violates the canon that exclusions be conspicuous, plain and

clear, and allows the court to simply ignore the exclusion as unenforceable. *Haynes v. Farmers Ins. Exch.*, *supra*, 32 Cal.4th at 1211. California cases and industry forms have long found that when an insurance policy exclusion refers to an exclusion for a water loss that occurs due to “continuous or repeated seepage or leakage,” that that exclusion refers to water losses that occurred for a period of time and not a sudden occurrence, such as a when water is released from a burst pipe. See *Brown v. Mid-Century Ins. Co.*, 215 Cal.App.4th 841, 852–53 (2013) (contrasting sudden events with a “spray/stream/leak of water over several months”). State Farm also chose the words “seepage”/“leakage” modified by “constant or repeated,” Together, those words describe a pattern of release and a pattern of damage—i.e., recurring, low rate moisture that produces damage gradually.

*Brown’s* holding was that “[s]udden’ has a temporal element and does not mean a gradual or continuous discharge,” illustrating “sudden” with discrete events (dishwasher hose breaking mid-cycle, water heater failure, overflowing toilet) and contrasting those with a spray/stream/leak causing damage over several months. *Brown v. Mid-Century*, *supra.*, 215 Cal.App.4th at 852–53. Coverage exists when a loss is consistent with *Brown’s* sudden examples (high-rate spray, steam/hiss, immediate heat felt through tile), not *Brown’s* months-long leakage-induced-damage with telltale signs.

*Brown* also rejected attempts to recast a months-long leak as a sudden event by focusing only on the instant the pipe first perforated (“nanosecond” theory). *Brown v. Mid-Century, supra.*, 215 Cal.App.4th at 853. That is not the insured’s theory here. The point here is that damage did not occur for years; damage occurred suddenly when the water began spraying into the subfloor and tile, which is exactly when the covered peril (“sudden discharge”) manifested. Emphasizing damage-timing is fully consistent with *Brown*’s insistence that “sudden” has a temporal element.

*Brown* also found no ambiguity as applied to the specific claim facts because the record undisputedly showed months of leakage and gradual damage. 215 Cal.App.4th at 852–53. Even the insured’s expert conceded the house was being wetted repeatedly over time, and the record showed long-term signs (condensation, mold) typical of gradual damage. *Id.* at 852–53. *Brown*’s brief conclusion that the CRSL wording was not ambiguous in that case (given months-long leakage-induced damage) does not answer the different question here: whether on these facts the damage itself occurred “over a period of time.” See also *Finn v. Cont’l Ins. Co.* (Ct. App. 1990) 218 Cal. App. 3d 69 (proof of a months-to-years leakage that damaged the property over time); *Freedman v. State Farm Ins. Co.* (2009) 173 Cal. App. 4th 957, 963–64 (the parties stipulated that the leak was long-term).

California courts read similar temporal phrasing as describing cumulative effects, not single-moment outcomes. In the wage-and-hour context, rounding is permissible only if it does not deprive employees “over a period of time”—that phrase measures aggregate effect, not one-off moments. *See* *Candy Shops, Inc. v. Superior Ct.* (2012) 210 Cal. App. 4th 889, 903 (rounding lawful if “fair and neutral” and does not result, “over a period of time,” in undercompensation); *AHMC Healthcare, Inc. v. Superior Ct.* (2018) 24 Cal. App. 5th 1014, 1026–27 (same); see also *Shell Oil Co. v. Winterthur Swiss Ins. Co.* (1993) 12 Cal. App. 4th 715, 754, *reh’g denied and opinion modified* (Feb. 22, 1993) (distinguishing “sudden” from a process that occurs over a relatively long time, no matter how unexpected or unintended the process.”)

As to State Farm’s contentions as to positions as to why coverage should be reduced, any reliance here, based upon the case *Freedman v. State Farm* 173 Cal.App.4th 957, 960, 963–964, that a leak can be any period of time is misplaced. In *Freedman*, the Freedmans and State Farm both agreed the leak was long term and occurring over 5 years. *Ibid.* (2009). Therefore, the holding in *Freedman* is that seepage or leakage is: 1) a leak over five years is seepage or leakage; or, 2) when the parties stipulate or concede that the leak was long term. No such facts exist here. The Appellants argued that the leak occurred immediately, not over five years, and the Appellants never agreed or stipulated that their leak was long term.

Furthermore, State Farm never contended the leak resulted in deterioration, corrosion, rust, mold, or wet or dry rot from the leak.

For the reasons stated above, the Court should find that the policy only excludes water losses where the damage occurs over a long period of time, regardless of whether the event that allowed water to escape occurred suddenly (an immediate burst) or gradually (a nick that deteriorates over time into a hole). However, to the extent the court finds both parties present reasonable interpretations, the court should adopt UP's interpretation because it is the only one that comports with an insured's objectively reasonable expectation of coverage, and further, if there is no objective reasonable expectation, the rule of contra preferentum requires interpreting the policy against the drafter, i.e., State Farm.

**B. Two Exclusions in the Policy for Seepage and Leakage for the Same Loss Cannot Have Different Meanings.**

In **Losses Insured for Coverage B – Personal Property**, another seepage or leakage exclusion exists for damage resulting from water from a plumbing system. The Policy specifically states:

**COVERAGE B – PERSONAL PROPERTY**

We insure for accidental and direct physical loss to property described in Coverage B caused by the following perils . . . :

...

12. **Sudden and accidental discharge or overflow** of water or steam from within a plumbing, heating air conditioning or automatic fire protective sprinkler system, or from household appliances.

This peril does not include loss:

...

- d. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, mold or wet or dry rot.

The CRSL exclusion in **Losses Not Insured paragraph 4.c.(5)**, as set forth in section III.A above, applies to all losses (including personal property and the dwelling). These two seepage or leakage exclusions, in section 12.d and 4.c.(f) cannot mean something different, as both apply to the same coverage for personal property. A policyholder's reasonable expectation would be that the two exclusions have the same meaning not only for personal property but for any coverage including the dwelling coverage.

The exclusionary language in the Personal Property 12.d Exclusion is limited to "seepage or leakage of water which occurs over a period of time", and it can be reconciled with the "continuous or repeated seepage or leakage" exclusionary language in the Losses Not Insured 4.c.(5) exclusion. As explained above, the term "continuous or repeated" also denotes time and means over a period of time. The Personal Property 12.d exclusion further clarifies what "a period of time" means in terms of duration. In the 12.d Exclusion it requires the water leak "*results in deterioration, corrosion, rust, mold, or wet or dry rot*", establishing that "a period of time" means a very long period of time – months or even years.

No policyholder reading the two exclusions for seepage or leakage would ever come to State Farm's interpretation here that the terms "continuous or repeated" can mean any period of time. State Farm, as the author of the policy, and a contract of adhesion, if their intent was to not cover any water damage they should have simply wrote "we do not cover any water damage from a plumbing system", giving the policyholder the opportunity to understand what they were buying.

**C. Applying Either "Objectively Reasonable Expectations" or the "Contra-Insurer" Rule, Appellants Claim Should Be Found to Be Covered.**

If the court finds that both parties have presented reasonable interpretations of the CRSL exclusion, one for and one against coverage, the court must pick the one that most closely aligns with the insured's objectively reasonable expectations, as discussed *supra*. For the reasons set forth above, the objectively reasonable insured would understand that the more specific language of 4(c)(5) applies and that leakages and seepages that are continuous and repeated are gradual and not sudden, and cannot be both/either/or. California courts have already amply interpreted this language and found it indicates only a gradual loss. These decisions rest upon the reading of the policy language in its popular and ordinary sense, which is exactly how an insured derives an objectively reasonable expectation of coverage. Therefore, the court, in the event it finds both parties present reasonable interpretations, should side with Appellants. If, on the other hand, if the Court finds that there is no objectively reasonable expectation to be derived, the court must side with Appellants based on *contra-preferentum*.

#### IV. CONCLUSION

The Court should find that the CRSL only applies to gradual water damage, whether the pipe failure event occurs suddenly or gradually. The Court should reject State Farm's interpretation because the policy's exclusion for sudden events only refers to the event that causes a loss, not the damage caused by the loss.


The evidence demonstrated that the water damage identified by the Appellants was new, as a result of sudden burst, and there was a complete absence of long-term damage such as deterioration, corrosion, rust, mold, or wet or dry rot. As a result, the loss is sudden and not excluded. That remains true even if the hole the water flowed from appeared gradually or suddenly. Construing the policy as a whole and enforcing California's rules that exclusions be clear and the insurer bear the burden, the judgment should favor coverage (or, at minimum, reversal for triable issues of material fact).

However, in the event the court finds both State Farm's interpretation of the CRSL exclusion and UP's interpretation set forth in this brief reasonable, the language should be found to be ambiguous because as written, it contains two conflicting provisions regarding water losses from a pipe. If so, the Court should rule in favor of appellants who


present an interpretation more in line with an insured's objectively reasonable expectations, and against the insurer who drafted the CRSL.

DATED: October 14, 2025

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**CERTIFICATE OF COMPLIANCE WITH WORD COUNT**

Pursuant to Cal. Rules of Court, 8.360, and rule 8.412, I certify that this Amicus Brief of United Policyholders in Support of Appellants/Cross-Respondents is proportionately spaced, has a typeface of 13-point, proportionally-spaced font, and contains 5413 words according to the word count feature of Microsoft Word.

DATED: October 14, 2025

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By   
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**PROOF OF SERVICE**  
Civil No. B342340

I, Katelynn Garrett, declare that I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 601 Montgomery Street, Suite 1925, San Francisco, CA 94111.

On October 14, 2025, I served the following document(s):

**UNITED POLICYHOLDERS' APPLICATION FOR LEAVE TO  
FILE AMICUS CURIAE BRIEF IN SUPPORT OF  
PLAINTIFF/APPELLANT;  
UNITED POLICYHOLDERS' AMICUS BRIEF IN  
SUPPORT OF PLAINTIFF/APPELLANT**

on the parties listed below as follows:

<p>Regina Spurley, Esq. Law Offices of Regina Spurley 144 N. Glendale Avenue Suite 300 Glendale, CA 91206</p> <p>Attorney for Plaintiff/Appellant, Levon Nargizyan</p>	<p>Steven J. Elie, Esq. Musick, Peeler &amp; Garrett, LLP 333 South Hope Street Suite 2900 Los Angeles, CA 90071</p> <p>Donald E. Bradley, Esq. Musick, Peeler &amp; Garrett, LLP 650 Town Center Drive, Suite 1200 Costa Mesa, CA 92626</p> <p>Attorneys for Defendant/Respondent, State Farm General Insurance Co.</p>
<p>Honorable Lia Martin Los Angeles Superior Court Stanley Mosk Courthouse 111 North Hill Street Los Angeles, CA 90012</p>	

(BY TRUEFILING) By filing and serving the foregoing through Truefiling such that the document will be sent electronically to the recipients above.

(BY MAIL) By causing the document to be sealed in an envelope addressed to the recipients above, with postage thereon fully prepaid, and placed in the United States mail at San Francisco, California.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 14, 2025, at San Francisco, California.



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Katelynn Garrett