

FILED

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6 In Pro Per

2018 FEB 14 AM 11:48
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
BY: [Signature]

7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA

9 BOYMAN
10
11 Plaintiff
12 v.
13 Disney Enterprises Inc
14
15 Defendant(s).

CASE NUMBER:
16 2:17-CV-08827-DMG
17 Amended Complaint
18 Declaration of WAR
19 My Causes of Action
20
21 (Enter document title in the space provided above)

22 Amended Complaint MY CAUSES OF ACTION
23 Both Disney Enterprises and Google
24 Both in Conspiracy together Both
25 Violating the Rico Act together Both
26 Disney Enterprises and Google committing
27 racketeering in their unholy alliance
28 Both Disney and Google committed serious
Capitol crimes Evidence to this fact
was publicly posted by Google on YouTube
that plaintiff's work was hidden for the
last eight years this proves all allegations
against both Disney and Google are TRUE

KEB
2018

Page 1 of 2

1 AMENDED Complaint and Why this Case
 2 Cannot be dismissed or removed Google
 3 Needs to be Served as another Defendant
 4 Dear Your Honor this is my Amended
 5 Complaint my declaration of WAR against
 6 Both Disney Enterprises INC and Google
 7 and Why this Case against them Cannot be
 8 Dismissed or Removed for Capitol Crimes
 9 that WAS Committed by Defendants Disney INC
 10 and Google that cannot be denied against
 11 Plaintiff His work and His family seeks relief
 12 this is my story it begins in April 2008
 13 When I wrote and recorded songs registered
 14 and corresponded by and with Attorney/Lawyer
 15 Janis Shen and then in October of 2008
 16 we took out a million dollar insurance policy
 17 with Zurich Insurance and filmed our
 18 SAG/Actra Video called and posted
 19 as and on YouTube AS HIGH SCHOOL MISDEAD
 20 in April of 2009 anyway a little more
 21 then a year later in 2010 Both in
 22 Conspiracy against me Both Disney
 23 Enterprises INC and Google remove my
 24 Video and Hide my Video replacing my
 25 Plaintiffs Video with Defendant Disneys
 26 Video on YouTube Same title Same
 27 NAME SAME SUBJECT MATTER TOTAL
 28 IDENTICAL SUBJECT MATTER Completely

 KEIS
 2018

Page 2 - 2

1 Dear Your Honor My Amended Complaint
 2 requests you read All Copyright forms ect
 3 Disney Defendant lies and Claims Copyright
 4 Claimant and Disney defendant Claims All
 5 original Authorship Endless lies by Defendant
 6 Disney Cannot be denied Defendant Disney
 7 Has a very obvious addiction to Endlessly
 8 and Habitually Violating Plaintiffs Works,
 9 and SUBJECT MATTER Dear your Honor I AM
 10 requesting a JURY TRIAL and Google
 11 must Be Served as Another Defendant
 12 in this case as Capitol crimes have
 13 been inflicted on Plaintiff by Both
 14 Disney Enterprises Inc and Google
 15 as proven on Copyright forms and on
 16 Googles own posted Admittance to this
 17 fact which has been publicly posted
 18 that MY Video Plaintiffs Work Has been
 19 both removed and Hidden by Criminal
 20 acts Committed by Both Disney Inc
 21 and Google Cannot be denied Period

22
 23 Thank you
 24 James E. Boyman
 25 Plaintiff
 26 JEB
 27 2018
 28

LAW OFFICES OF JANIS C. SHEN, P.C.

419 LAFAYETTE STREET, #90
NEW YORK, NEW YORK 10003
PHONE 212.966.6800 FAX 347-453-9447
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Registration #: SR0000629914

Service Request #: 1-146741011

Janis Shen
419 Lafayette Street
#90
New York, NY 10003 United States

Registration #: SR0000629914

Service Request #: 1-146741011

Janis Shen
419 Lafayette Street
#90
New York, NY 10003

Copyright

United States Copyright Office

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1

Public Catalog

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = high school miserable
Search Results: Displaying 4 of 1 entries

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Labeled View

HIGH SCHOOL MISERABLE.

Type of Work: Text

Registration Number / Date: TXu001716711 / 2009-05-22

Application Title: HIGH SCHOOL MISERABLE.

Title: HIGH SCHOOL MISERABLE.

Description: Print Material.

Copyright Claimant: Kenneth Edward Boyman, 1963- . Address: PO Box 5660, Santa Monica, CA 90409.

Date of Creation: 2009

Alternative Title on Application: High School Miserable 1 High School Miserable 2 High School Miserable 3

Authorship on Application: Kenneth Edward Boyman, 1963- (author of pseudonymous work); Citizenship: United States. Authorship: A Musical play with a script called High School Miserable.

Copyright Note: Regarding copyright claimant: no name given on application. Claim registered in author's name as claimant. 37 CFR 202.3(a)(3).

Names: Boyman, Kenneth Edward, 1963-

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<input type="button" value="Email"/>	

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(2)

Public Catalog

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = high school miserable
Search Results: Displaying 1 of 4 entries

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Labeled View

DISNEY SONNY WITH A CHANCE :

Type of Work: Motion Picture
Registration Number / Date: PA0001773989 / 2012-01-12
Application Title: DISNEY SONNY WITH A CHANCE "HIGH SCHOOL MISERABLE" (2-08)
Title: DISNEY SONNY WITH A CHANCE : 2-08, "HIGH SCHOOL MISERABLE".
Description: Videocassette (Betacam SP) ; 1/2 in.
Copyright Claimant: DISNEY ENTERPRISES, INC., Transfer: Assignment. Address: 500 S. Buena Vista St., Burbank, CA, 91521, United States.
Date of Creation: 2010
Date of Publication: 2010-04-18
Nation of First Publication: United States
Authorship on Application: Disney Channel, employer for hire; Domicile: United States. Authorship: Entire motion picture.
Names: Disney Channel
DISNEY ENTERPRISES, INC.

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Search Results: Displaying 2 of 1 entries

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Labeled View

High school miserable.

Type of Work: Recorded Document
Document Number: V9904D678
Date of Recordation: 2013-06-28
Entire Copyright Document: V9904 D678 P1
Title: High school miserable.

Title appears in Document:

#	Full Title
[1]	Amazing Gassie & 19 other titles: musical compositions / By Scott Clausen.

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7/21/2016

WebVoyage Record View 1



The Copyright Public Catalog will not be available from from 5:00pm EDT, Friday, July 29 through 6:00pm EDT, Sunday, July 31 due to maintenance activities. We apologize for any inconvenience to our users.

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = HIGH SCHOOL MISERABLE

Search Results: Displaying 3 of 4 entries

◀ previous next ▶

Labeled View

High School Miserable.

Type of Work: Recorded Document

Document Number: V9905D197

Date of Recordation: 2013-06-28

Entire Copyright Document: V9905 D197 P1

Title: High School Miserable.

Title appears in Document:

#	Full Title
[1]	Chaddy Chad Chad & 2 other titles; musical compositions / By Christopher Lee.

◀ previous next ▶

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Select Download Format	Full Record ▼ Format for Print/Save
Enter your email address:	Email

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ZURICH

Commercial Lines Policy

This policy consists of:

- Declarations
- Common policy conditions
- One or more coverage parts

A coverage part consists of:

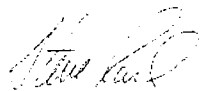
- One or more coverage forms
- Applicable forms and endorsements

Empire Fire and Marine Insurance Company
13810 FNB Parkway, PO Box 542003
Omaha, Nebraska 68154-8003
Phone: 800-228-9283

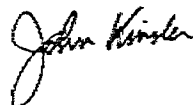
A Stock Company

EM 35 49 (11-04)

The company's President and Secretary have signed this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.



President



Secretary



NOTIFICATION OF IMPORTANT CHANGES RELATING TO TERRORISM RISK INSURANCE ACT

To Our Valued Customers:

The Terrorism Risk Insurance Act ("TRIA") had been scheduled to expire on December 31, 2007. Prior to the termination of the program, Congress enacted an extension of TRIA until December 31, 2014. There are several important changes to TRIA included with the extension of which you should be aware:

A. Change in Definition of "Act of Terrorism"

Prior to the enactment of the extension legislation, TRIA applied only to acts of terrorism committed by an individual or individuals "acting on behalf of any foreign person or foreign interest." This restriction has been removed such that the Secretary of Treasury may also certify acts of terrorism commonly described as "domestic terrorism." Because your policy may contain a limitation or exclusion relating to "certified acts of terrorism" and/or "other acts of terrorism" or "non-certified acts of terrorism" this change in the law may impact coverage under your policy. You should review your insurance policy and note the revised certification criteria under TRIA (as fully described in paragraph D. below).

B. Clarification of Operation of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

C. Change in the Recoupment of the Federal Share of Insured Losses

Should there be a terrorist act certified under TRIA, Treasury must recoup 133% of the amount of its payments under the program (limited to \$27.5 billion minus the amount insurers retain in that calendar year as a result of the insurer deductible and co-share) through policyholder surcharges:

1. For an act of terrorism occurring prior to 2011, the collection must be completed by September 30, 2012;
2. For an act of terrorism occurring during 2011, the collection must be 35% completed by September, 30, 2012 with the balance collected by September 30, 2017; and
3. For a later event, the collection must be completed by September 30, 2017.

D. Revised Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. 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.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

COMMON POLICY DECLARATIONS

Policy Number: FI0113974
Renewal Number:

EMPIRE FIRE AND MARINE INSURANCE COMPANY 13810 FNB Parkway Omaha, Nebraska 68154		PRODUCER Abacus Insurance Brokers, Inc. #0286 12300 Wilshire Boulevard, Suite 400 Los Angeles, CA 90025-1020	
NAMED INSURED:	Marjori Lobman		
MAILING ADDRESS:	26 Overlook Drive Syosset, NY 11791		
POLICY PERIOD:	FROM	10/12/2008	TO 10/24/2008
At 12:01 a.m. Standard Time At Your Mailing Address Shown Above			

BUSINESS DESCRIPTION	Miscellaneous Production Operations
-----------------------------	-------------------------------------

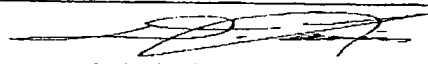
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$500.00
BUSINESS AUTOMOBILE COVERAGE PART	
GARAGE COVERAGE PART	
COMMERCIAL PROPERTY COVERAGE PART	
COMMERCIAL INLAND MARINE COVERAGE PART	
COMMERCIAL CRIME COVERAGE PART	
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART	
UMBRELLA OR OTHER LIABILITY COVERAGE PART	
TOTAL:	\$500.00

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):
See EM 08 54 (07-05) Attached.

Date of Issue: 10/02/2008

Countersigned By



Authorized Representative

**SCHEDULE OF FORMS
Entertainment Program**

NAME INSURED	EFFECTIVE DATE	POLICY NUMBER
Marjori Lobman	10/12/2008	FI0113974

Common Section

Form #	Title
EM 3549 (1104)	Jacket - EF&M
EM 3638 (0705)	Common Declarations
EM 0854 (0705)	Schedule of Forms - Entertainment Program
IL 0017 (1198)	Common Policy Conditions
IL 0268 (0205)	New York Changes - Cancellation and Nonrenewal
IL 0183 (0498)	New York Changes - Fraud
U-GU-630-C (1207)	Disclosure of Important Information (Relating to Terrorism Risk Insurance Act)

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

IL 02 68 02 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 1., 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph A.2.a.(2) below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

(e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph A.2.a.(2) above, provided:

- (1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
- (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation Common Policy Condition**:

7. If one of the reasons for cancellation in Paragraphs A.2.a.(2) or D.2.b.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following Conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph C.3. below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph C.3. below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs C.1. and C.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraphs C.3.a., b. or c. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60 day period; or
(2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

D. The following provisions apply when the Commercial Property Coverage Part or the Farm Coverage Part is made a part of this policy:

1. Items D.2. and D.3. apply if this policy meets the following conditions:

a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

(1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or

(2) For loss of or damage to personal property other than farm personal property or business property; or

(3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

c. The portion of the annual premium attributable to the property and contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.

2. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Procedure And Reasons For Cancellation

a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for non-payment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. But if this policy:

(1) Has been in effect for more than 60 days; or

(2) Is a renewal of a policy we issued: we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(2) Conviction of a crime arising out of acts increasing the risk of loss;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(5) Physical changes in the covered property that make that property un-insurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

- (a) Issued the policy; or
- (b) Last voluntarily renewed the policy;

(6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
 - (a) Change of limits; or
 - (b) Elimination of coverage;

we will mail or deliver written notice of non-renewal or conditional renewal:

- (a) At least 45 days; but

- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions and the Commercial Property Coverage Part:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- 1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
- 2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in E.1. and E.2. above supersede any contrary provisions in this policy including this endorsement.

If the notice in E.1. or E.2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part and the Farm Coverage Part:

Paragraphs f. and g. of the Mortgageholders Condition are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.

- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
 - (a) The effective date of cancellation of the insured's coverage; or
 - (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:
 - (a) The expiration date of the policy; or
 - (b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

- Commercial General Liability Coverage Part
- Farm Liability Coverage Form
- Liquor Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

- 1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph C.3.d. above.
- 2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

INTERLINE
IL 01 83 04 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – FRAUD

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- BUSINESSOWNERS POLICY
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
- FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
- FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.



ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

**DISCLOSURE OF IMPORTANT INFORMATION
RELATING TO TERRORISM RISK INSURANCE ACT**

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:	
\$ 5.00	General Liability

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. 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.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: FI0113974
 Renewal Number:

"X" If Supplemental Declarations is Attached

EMPIRE FIRE AND MARINE INSURANCE COMPANY 13810 FNB Parkway, P.O. Box 542003 Omaha, Nebraska 68154-8003		AGENT
NAMED INSURED:	Marjori Lobman	
MAILING ADDRESS:	26 Overlook Drive Syosset, NY 11791	
POLICY PERIOD:	FROM 10/12/2008 TO 10/24/2008	At 12:01 a.m. Standard Time At Your Mailing Address Shown Above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	100,000	Any one premises
MEDICAL EXPENSE LIMIT	5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	1,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	1,000,000	

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION:	Miscellaneous Production Operations

Date of Issue:

Countersigned By _____
 Authorized Representative

CLASSIFICATION AND PREMIUM						
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
Motion Pictures - Productions - Studios or Outside - All Operations Prior to the Development of Negatives	98092e	GPC3,500			477.00	
Terrorism					5.00	
PREMIUM FOR ENDORSEMENTS					0.00	
STATE TAX OR OTHER (if applicable)					0.00	
TOTAL PREMIUM (SUBJECT TO AUDIT)					500.00	
PREMIUM SHOWN IS PAYABLE:		AT INCEPTION		500.00		
		AT EACH ANNIVERSARY				
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)						
AUDIT PERIOD (IF APPLICABLE)		ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY	

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY: See EM 08 54 (07-05) Attached.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

SCHEDULE OF FORMS
Entertainment Program

NAME INSURED	EFFECTIVE DATE	POLICY NUMBER
Marjori Lobman	10/12/2008	FI0113974

General Liability

Form #	Title
EM 3640 (1105)	Commercial GL Declarations
EM 0854 (0705)	Schedule of Forms - Entertainment Program
CG 0001 (1207)	Commerical General Liability Coverage Form
IL 0023 (0498)	Nuclear Energy Liability Exclusion
CG 2011 (0196)	Additional Insured - Managers of Lessors of Premises
CG 2012 (0798)	Additional Insured - State or Political Subdivision-Permit
CG 2026 (1185)	Additional Insured - Designated Person or Organization
CG 2028 (1185)	Additional Insured - Lessor of leased equipment
CG 2147 (1207)	Employment Related Practices Exclusion
CG 2155 (0999)	Total Pollution Exclusion
U-GL-1178-A-CW (0703)	Asbestos Exclusion
EM 0859 (0705)	Definition of Employee
EM 4633 (1106)	Removal of Coverage for Premises in the Short Term Control of the Insured
EM 4642 (0705)	Additional Conditions Applicable to Commercial General Liability
EM 4643 (0705)	Undeclared Productions
EM 4655 (0407)	Field of Entertainment Productions Exclusions
CG 0163 (0999)	New York Changes - CGL Coverage form
CG 0104 (1201)	New York Changes - Premium Audit
EM 0860 (1106)	Definition of Productions and Budget Limitations
CG 2146 (0798)	Abuse or Molestation Exclusion
U-GU-767-A-CW (0108)	Cap on Losses from Certified Acts of Terrorism

COMMERCIAL GENERAL LIABILITY
CG 00 01 12 07

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copy-right, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
- Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement"; or
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions.

INTERLINE
IL 00 23 04 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
- "Hazardous properties" includes radioactive, toxic or explosive properties.
 - "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: FI0113974

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured): Schedule on file with company.
3. Additional Premium: Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

POLICY NUMBER: FI0113974

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Political Subdivision: Schedule on file with company.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – **Who Is An Insured** is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

POLICY NUMBER: FI0113974

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Schedule on file with company.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER: FI0113974

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Schedule on file with company.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY
CG 21 55 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

ASBESTOS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date 10/12/2008	Policy No. FI0113974
Named Insured Marjori Lobman	Countersigned by

(Authorized Representative)

The following exclusion is added to paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Asbestos

- A. "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- B. Any sums that any insured or other entity must pay, repay or reimburse because of any:
 - 1. Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - 2. Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- C. Any other loss, cost or expense arising out of or relating in any way to asbestos.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF EMPLOYEE

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM**

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date 10/12/2008	Policy No. FI0113974
Named Insured Marjori Lobman	Countersigned by

(Authorized Representative)

The definition of "Employee" in **SECTION V- DEFINITIONS** is replaced by the following:

- 5. "Employee" means any person involved or participating in your presentation or production who is subject to the guidance, instruction or direction of you or anyone authorized to act on your behalf. Employee includes but is not limited to crew, actors, temporary workers and volunteer participants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF COVERAGE FOR PREMISES IN THE SHORT TERM CONTROL OF THE INSURED

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date 10/12/2008	Policy No. FI0113974
Named Insured Marjori Lobman	Countersigned by

(Authorized Representative)

A. Section I - Coverages A Bodily Injury and Property Damage Liability, 2. Exclusions j. is deleted and replaced by the following:

j. **Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. Section III - Limits of Insurance 6. is deleted and replaced with the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises caused by fire, while rented to you or temporarily occupied by you with permission of the owner.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL CONDITIONS APPLICABLE TO
COMMERCIAL GENERAL LIABILITY**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date 10/12/2008	Policy No. FI0113974
Named Insured Marjori Lobman	Countersigned by

(Authorized Representative)

A. The following provisions are added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.

1. ASSIGNMENT

This policy may not be assigned or transferred without our written consent.

2. APPRAISAL

If you and we fail to agree on the amount of loss, either one can demand that the amount of loss be set by appraisal. Each party shall select a competent, independent appraiser and notify the other of the appraiser's identity upon receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers shall then submit a written report of an agreement to us and the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their difference to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisers and the compensation of the umpire shall be paid equally by you and us.

3. CONFORMITY TO STATE LAW

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

4. DUE DILIGENCE CLAUSE

You shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or any circumstance likely to give rise to a loss or claim insured under this policy. It is agreed that this policy extends to indemnify you for your ascertained net loss of additional incurred expenses and/or increased costs necessarily incurred by you to avoid or diminish any such loss or claim, subject to any deductible provision stated in the Declarations page, provided, however, that in no circumstances shall our maximum liability under this policy be greater than the sum insured as declared, or that which would have been incurred had you not incurred said increased costs and/or additional out-of-pocket expenses, or in any event exceed the limits of liability of this policy.

5. INADVERTENT ERROR CLAUSE

You shall not be prejudiced by an unintentional or inadvertent omission, error or incorrect description of the property insured hereunder, provided notice be given to us and corrections be made as soon as practicable after discovery of any such error or omission.

6. LOSS PAYMENT

Loss, if any, shall be payable to you or your loss payee.

We agree that any holder of a Certificate of Insurance issued by us or on our behalf shall be considered a Loss Payee, subject to your legal liability.

Unless a claim has been paid by others, all adjusted claims shall be paid or made good to you with thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss to our office, or after we reach agreement with you, or after entry of a final judgment, or after the offering of an appraisal award with us. No loss shall be paid or be made good if you have collected the same from others.

7. PREMISES PROTECTION

It is a condition of this insurance that you shall maintain such protective safeguards as were represented by you to be in effect at the time of the attachment of this insurance.

8. LIBERALIZATION CLAUSE

If we adopt any revision which would broaden the coverage under this policy without additional premium within sixty (60) days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

B. The Definition of "**Coverage Territory**" in **SECTION V – DEFINITIONS** is replaced by the following:

"**Coverage Territory**" means:

1. The United States of America;
2. The territories and possessions of the United States of America;
3. Puerto Rico; and
4. Canada.

C. This provision is in addition to the **Examinations of You Books and Records** contained in the **Common Policy Conditions** endorsement.

ACCESS TO RECORDS AND EXAMINATION UNDER OATH

We or our nominees, at all times during the policy period or while a claim is pending, at such reasonable times and places as may be designated by us or our representatives, shall have access to all of your accounts, book of accounts, contracts, invoices and records, or certified copies of such if the originals are lost, relating to all insured operations and property. You shall submit as often as may be reasonably required, and so far as within your power, cause all other persons and their employees interested in such operations and property to submit to examination under oath by a person named by us relative to any and all matters in connection with a claim, at such reasonable times and places as may be designated by us or our representatives. You agree to do everything within reason to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other act by us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDECLARED PRODUCTIONS ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date 10/12/2008	Policy No. FI0113974
Named Insured Marjori Lobman	Countersigned by

(Authorized Representative)

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The Company will be notified prior to commencement of each motion picture, television or other production or theatrical or other presentation, performance or tour started by the insured during the policy period.

Failure of the Insured to notify the Company in advance of each such production, tour or other activity shall permit the Company to charge an additional premium which the Company may determine properly reflects the hazard involved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIELD OF ENTERTAINMENT PRODUCTIONS EXCLUSIONS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date 10/12/2008	Policy No. FI0113974
Named Insured Marjori Lobman	Countersigned by

(Authorized Representative)

A. The following are added to **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, item 2. Exclusions:

q. **Stunts**

"Bodily injury" or "Property damage" resulting from the performance, rehearsal or preparation for any stunt, including but not limited to fight scenes, falls, athletic or racing contests, or scenes using guns, knives, explosives or projectile weapons.

r. **Pyrotechnics, Fireworks, and Explosives**

"Bodily injury" or "Property damage" resulting from the use of fireworks, explosives, or pyrotechnic devices other than those used to create a visual effect emitting nothing other than smoke or a noise no louder than 100 decibels at an unobstructed distance of 50 feet.

However, exclusions q., and r. shall not apply to a specified stunt or activity which is specifically scheduled for coverage on this policy and for which a premium has been paid.

s. **Product Content**

"Bodily injury" or "Property damage" resulting from an action by a person or group of people that have been influenced or directed by the ideas, subject matter, or content of any live, taped, filmed or broadcast production or presentation by the insured, no matter how distributed or released.

t. **Intercompany Liability Suits - Exclusion**

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury," "property damage" or "personal and advertising injury".

u. **Special Products - Exclusion - Advise, Directions, Suggestions Or Instructions**

As respects "Properties" produced, sold, distributed or otherwise disseminated with the express intent to release specific ideas, advice, directions, suggestions or instructions to others, this Policy does not cover liability for, and there shall be no obligation to investigate or defend any claim or suit arising out of actual or alleged "personal and advertising injury", "bodily injury", or "property damage".

The term "Properties" as used herein shall mean any live, filmed or taped production or presentation whether released or presented theatrically, on television, on cassette or disc; it shall also mean any videotape, radio program, phonograph record, audio tape, electrical transcription, book or other publication or by any other device for public dissemination, similar or dissimilar.

B. Exclusion j. in **SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, is deleted and replaced with the following:

j. **Insureds Conducting Media, Entertainment, or Internet Type Operations**

"Personal and advertising injury" committed by an insured whose operations include:

- (1) Advertising, broadcasting, taping, filming, performing, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

COMMERCIAL GENERAL LIABILITY
CG 01 63 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

B. Paragraph 1.a. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

C. The following is added as Paragraph e. to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Paragraph 2. of Section IV – Commercial General Liability Conditions):

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. The definition of "loading or unloading" in the Definitions Section does not apply.

COMMERCIAL GENERAL LIABILITY
CG 01 04 12 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph b. of the Premium Audit Condition (Section IV) is replaced by the following:

B. Except as provided in Paragraph A. above, the Examination Of Your Books And Records Common Policy Condition continues to apply.

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF PRODUCTIONS AND BUDGET LIMITATIONS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date 10/12/2008	Policy No. F10113974
Named Insured Marjori Lobman	Countersigned by

(Authorized Representative)

A. It is hereby agreed and understood that the coverage under this policy applies only to Productions meeting the following requirements:

1. Productions with total "Gross Production Costs" of less than \$1,000,001
2. Production Shoots of less than 61 days.

B. For purposes of this endorsement, Production(s) means:

The filming or making of Videos, Pick-up Shoots, Animations, Point of Sale Videos, Commercials, Post-productions, Community TV, Interviews, Pre-productions, Corporate Videos, Promotional Videos, Demo Reel Shoots, Public Access Programs, Digital Videos, Public Service Announcements, Direct Sale Videos, Reality Based TV Shows, Director's Reels, SAG Experimentals, Documentaries, SAG Limited Exhibitions, Editing, SAG Modified Low Budgets, Educational and Training Films, Sales Videos, Experimental Films, Short Films, Feature Films, Soap Operas, Festival Reels, Spec Commercials, Film Promotions, Spec Productions, Independent Features, Low Budget Television Pilots, Industrials, Television Series, Infomercials, Television Specials, Instructional Videos, Thesis Films, Live Action Shots, Trailers, Miscellaneous Productions, Training Videos, Motion Pictures, Video Biographys, Music Videos, Video Game Shoots, Non Airing Pilots, Video Location Surveys, Photography Shoots, Video Shoots (Miscellaneous).

C. Definition: "Gross Production Costs" shall mean all costs incurred by you during the Policy Period, except:

1. Those administrative costs not directly related to a production.
2. Other costs endorsed hereon.

COMMERCIAL GENERAL LIABILITY
CG 21 46 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.



ZURICH

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
Marjori Lobman	FI0113974	10/12/2008	

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is 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 pursuant to the federal Terrorism Risk Insurance Act ("TRIA"). The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. 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.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

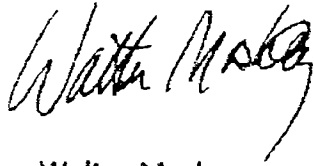
SUNSET SCREENING ROOM

To Whom It May Concern:

8730 Sunset Blvd.
Los Angeles, CA 90069
Fax (310)657-5140
(310)652-1933

I am writing this letter on behalf of my very talented friend Kenneth Boyman. I have known Boyman for many years and have seen firsthand how his talents can be utilized in the world of Branding, Advertising and Marketing (B.A.M). This ad man extraordinarily brings to the table a combination of profound imagination and fun energy. He gives it to you straight and upfront. This visionary not only thinks outside the box, he kicks your ads so the ideas can flow and take flight.

Please give Boyman an opportunity to work for your company and you will be glad you did.



Walter Moshay
President
(Producer of Pippi Longstocking)

Certificate of Registration

Plaintiff



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Acting Register of Copyrights, United States of America

Registration Number
TXu 1-716-711

Effective date of registration:

May 22, 2009

Title

Title of Work: HIGH SCHOOL MISERABLE
Previous or Alternative Title: High School Miserable 1 High School Miserable 2 High School Miserable 3

Completion/Publication

Year of Completion: 2009

Author

- Author: Kenneth Edward Boyman
- Author Created: A Musical play with a script called High School Miserable
- Citizen of: United States
- Year Born: 1963
- Pseudonymous: Yes

Copyright claimant

Copyright Claimant: Kenneth Edward Boyman
PO Box 5660, Santa Monica, CA 90409

Limitation of copyright claim

Previously registered: No

Certification

Name: Kenneth Edward Boyman

Copyright Office notes: Regarding copyright claimant: no name given on application. Claim registered in author's name as claimant: 37 CFR 202.3(a)(3).

9/19/2009

WebVoyage Record View 1



Help Search History Titles Start Over

Public Catalog

Plaintiff

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = high school miserable
Search Results: Displaying 4 of 1 entries

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Labeled View

HIGH SCHOOL MISERABLE.

Type of Work: Text

Registration Number / Date: TXu001716711 / 2009-05-22

Application Title: HIGH SCHOOL MISERABLE.

Title: HIGH SCHOOL MISERABLE.

Description: Print Material.

Copyright Claimant: Kenneth Edward Boyman, 1963- . Address: PO Box 5660, Santa Monica, CA 90409.

Date of Creation: 2009

Alternative Title on Application: High School Miserable 1 High School Miserable 2 High School Miserable 3

Authorship on Application: Kenneth Edward Boyman, 1963- (author of pseudonymous work); Citizenship: United States. Authorship: A Musical play with a script called High School Miserable.

Copyright Note: Regarding copyright claimant: no name given on application. Claim registered in author's name as claimant. 37 CFR 202.3(a)(3).

Names: Boyman, Kenneth Edward, 1963-

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9/19/2019

WebVoyage Record View 1



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Public Catalog

Defendant
Disney

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = high school miserable
Search Results: Displaying 1 of 4 entries

◀ previous next ▶

Labeled View

DISNEY SONNY WITH A CHANCE :

Type of Work: Motion Picture
Registration Number / Date: PA0001773989 / 2012-01-12
Application Title: DISNEY SONNY WITH A CHANCE "HIGH SCHOOL MISERABLE" (2-08)
Title: DISNEY SONNY WITH A CHANCE : 2-08, "HIGH SCHOOL MISERABLE".
Description: Videocassette (Betacam SP) ; 1/2 in.
Copyright Claimant: DISNEY ENTERPRISES, INC., Transfer: Assignment. Address: 500 S. Buena Vista St., Burbank, CA, 91521, United States.
Date of Creation: 2010
Date of Publication: 2010-04-18
Nation of First Publication: United States
Authorship on Application: Disney Channel, employer for hire; Domicile: United States. Authorship: Entire motion picture.
Names: Disney Channel
DISNEY ENTERPRISES, INC.

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9/19/2016

WebVoyage Record View 1



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Public Catalog

Defendant
Disney

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = high school miserable
Search Results: Displaying 2 of 1 entries

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Labelled View

High school miserable.

Type of Work: Recorded Document
Document Number: V9904D678
Date of Recordation: 2013-06-28
Entire Copyright Document: V9904 D678 P1
Title: High school miserable.

Title appears in Document:

#	Full Title
[1]	Amazing Gassie & 19 other titles: musical compositions / By Scott Clausen.

previous next

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9/19/2016

WebVoyage Record View 1



Help Search History Titles Start Over

Public Catalog

Defendant
Disney

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = high school miserable
Search Results: Displaying 3 of 1 entries

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Labelled View

High School Miserable.

Type of Work: Recorded Document

Document Number: V9905D197

Date of Recordation: 2013-06-28

Entire Copyright Document: V9905 D197 P1

Title: High School Miserable.

Title appears in Document:

#	Full Title
[1]	Chaddy Chad Chad & 2 other titles; musical compositions / By Christopher Lee.

◀ previous next ▶

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1 My complaint is called Am I a Boyman or a Mouse
2 For the record my real birth name is Kenneth Boyman I wrote, composed, created, and legally
3 registered with Attorney/Lawyer correspondence the title I lived called High School Miserable a
4 Sag/Afra Production United States Copy Right office registration number TXU001716711 High School
5 Miserable is beyond a very descriptive title in fact without a question High School Miserable cannot
6 be about anything else but a miserable time in high school period. Disney Enterprises ~~INC~~ tyranny
7 against me and my family begins by making Google and YouTube take down my Sag/Afra production
8 video called High School Miserable, proving Disney Enterprises ~~INC~~ had knowledge of my production
9 music video that was posted on YouTube and the internet almost three years before Disney posted
10 their video with the same title as and subject matter that is identical to min. Which is apparent that
11 Disney enterprises ripped me off completely and broke the law with their nonexistent ethics
12 causing my family and I a lot of mental anguish, public humiliation, physical abuse where people
13 were brutalized and severely beaten and hospitalized proving statues of limitations only benefit the
14 victimizes being Disney Enterprises ~~INC~~ My sister who got upsettingly sick over this called me and
15 hysterically cried to me about her and my nephew being tormented over this and that they were
16 being physically and verbally assaulted in public because of Disney Enterprises crimes being inflicted
17 on them, causing my sister to see the house she lived in for over twenty years and move to escape
18 the constant torment and torture that they endured due to the nastiness and disregard for the law
19 inflicted upon them from Disney Enterprises ~~INC~~ becoming a very personal issue for me to Address as
20 I endlessly tried to contact Disney and Google it was hopeless so I walked into Google's office at 609
21 7th st in Santa Monica and Google called the police on me and all I wanted to do was to submit my
22 real evidence to the fact all copyright is legally mine and belongs to me, Kenneth Boyman. As a
23 copyright claimant I begged and pleaded with Google as the police led me out to the street in
24 handcuffs to please review the folder of proof I left in a folder there. Eventually Google put my video
25 back up again *with title* High School Miserable still without any hope of endlessly trying to

26 contact Disney Enterprises *INC* over this problem. Disney abused my title and subject matter again
 27 twice in 2013 receiving nasty comments from Disney Enterprises calling my 12 year old nephew a
 28 "faggot". So I go to the writers Guild on Fairfax in Los Angeles and they are polluted with Disney
 29 propaganda everywhere. And this woman whose last name is Chacon tells me I am trending in
 30 dangerous territory and to just forget about it so I call the California Bar and they tell me nobody will
 31 help me so after I get the ultimate run around from every entertainment attorney in the world coast
 32 to coast. No one is going to help me in this matter because according to Entertainment Lawyers Ellis
 33 Robin and Snivel Johnson of Johnson and Johnson. No one is going to help me in this issue because
 34 Moustapo have only the best attorneys on their payroll and they all receive nice gifts from Disney
 35 Enterprises *INC* which would cause and create a conflict of interest for them and nobody is willing to
 36 lose their complimentary tickets to everything Disney owns, which is everything from ESPN football
 37 games, American Music Awards, vacations at Disney 5 star resorts worldwide and other party perks.
 38 I talked to super lawyer Bruce Margolin and he reviews my case and says I have a case against Disney
 39 Enterprises *INC* and that facts conclude everyone is afraid of Disney and that I should be as well in
 40 fear. He also stated he would like to help me but he is a criminal Lawyer not a civil lawyer, so there is
 41 nothing he can do but refer me to other attorneys like my correspondence did. Attorney Janis Shen
 42 told me it is a conflict of interest which is too bad for me. Disney Enterprises *INC* Cyber Crimes and
 43 Copyright crimes against me and my family were very deliberate and knowledgeable. Disney
 44 Enterprises *INC* unholly disregard for registered work and legal corresponded propertied is very
 45 obvious and clearly apparent for Copyright crimes and fraudulent violations of the law. Disney
 46 Enterprises *INC* inflicted on me and my family is my complaint and that is why I am suing the mouse
 47 in the High Castle at Disney Enterprises LTD for 250,000,000 US Dollars.

1-2

Dear Your Honor, The Jury, And The Court,

I request that you please recognize my motion Case # SCI 26862 case # and these are the undisputable reasons why you must. The Los Angeles Sheriff's Department was court ordered to serve the Mouse in the High Castle located at 500 South Buena Vista Street Burbank California, but was unsuccessful in its many attempts. This wasted a year or so of the courts time before I, the plaintiff, hired my own process server that delivered Mission accomplished, I plaintiff Boyman request a legal advisor by the court because a man Who is His own attorney has a fool for a client and it is Impossible for me to correspond honestly with a crooked defendant Disney in any real way that is Why I am requesting the Court to please grant this request to represent me Plaintiff at this time against defendant Disney Rattorney Alexander Alligator Myers, ~~Disney~~ disturbed with a false mental delusion that Staggers the Imagination that He never threatened me Plaintiff with Monetary or Physical harm If I did Not dismiss and drop this case against Defendant Disney whose Disney Video is being reviewed by the Santa Monica Police Department subject White School Boy Sexually assaulted and incapacitatingly wrapped up in His underwear in many different perverted Ways in a public school situation by a bully?

On 10/27/16 page 3 of 13 between the lines of 23 and 24 in the Defendants contradiction say (while both videos contain songs that deal with the generic theme of bullying in School, this is where the similarities end). Myers Liars and Disney Deniers can very clearly see Where the similarities begins without doubt our videos are the same title as theirs - Identical subject matter, Identical dance moves, Identical choreography and even the black kid is placed is where the defendants black kid is placed in the plaintiffs video High School Miserable is beyond descriptive it cannot be about anything else than about a very Miserable High School Experience period.

Disney completely fails in proving any real reasons what-so-ever to dismiss case defendant Disney lacks and lies making up fictional comparisons to other cases that do not apply or have relevance. Pathetically Mr. Myers is ridiculous and proves this, that all motions to dismiss MUST BE DENIED. Defendant Disney only proves they had knowledgeable intent to defraud plaintiff with crimes that go way beyond the mental and physical Human Rights Violations that the Disney Defendant Committed and the Problems that Defendant Disney causes to so many people is documented in Plaintiffs claim against Defendant Disney as real evidence the abuse and crimes committed by Defendant Disney should Not have statutes of limitations the crimes orchestrated by defendant Disney in no way what-so-ever can be denied period.

Disney is a Tyranny against me and my family. My sister was traumatized living in fear for her family's safety. She had to move from her house to get away from the constant torment and ridicule from the people in her town. My nephew was physically and verbally and mentally abused in public school and anywhere he went in town caused by the criminal actions of defendants Disney's recklessness and obvious disregard of the law is very clearly apparent. I the plaintiff was as well picked

2-2

on and verbally abused and assaulted and bullied by Disney defendant cannot deny they were not aware and had no knowledge of plaintiffs work called, High School Miserable. The Writers Guild was very aware of Plaintiffs project. The Writers Guild is polluted and littered with Disney propaganda throughout the building complex and on the desks and walls of the employees at the Writers Guild. Rock Stars who are on Disney's payroll like Robert Trujillo of Metallica were fully aware of Plaintiffs project. Stephen Perkins on the Warner Brothers label was fully aware of Plaintiffs Project. The Laugh Factory and the Comedy store, along with Pauly and Mitzi Shore were very aware. We handed hundreds of plaintiffs work in CD's and DVD's to talent agencies musical Recording engineer on plaintiffs project is a world famous multi-platinum engineer that I, the plaintiff was produced by for over 25 years. The plaintiff has documented letters of recommendations as a great talent from the legends of Hollywood who worked for Desi Arnaz and Lucille Ball produced the great Pippi Longstocking and so many other people and projects in the music and motion picture business and industries. Even Super Lawyer Bruce M. Margolin, attorney of the stars told the plaintiff this is *a real case and a violation* without any doubt what-so-ever Disney Defendant proves they knew of plaintiffs work and that cannot be denied. Disney Defendant made Google and YouTube take down plaintiffs Video and replaced it with Defendants video of same title and subject matter proves Disney Defendant premeditated knowingly intent to commit crimes against Plaintiff and Plaintiffs registered SAG/Aftra work an ongoing Project recorded in April 2008, filmed in October 2008, way before Disney Defendant video released in late 2010 and Disney Defendant with obvious intent to defraud produced a full-blown movie with Same title and subject matter as plaintiffs work is registered 2012, then Disney Defendant violates plaintiff twice again in 2013 Same *same subject matter violating plaintiffs titles and subject matter clearly is an obvious habit of Defendant Disney against plaintiff that is not to be denied.*

Your Honor, to dismiss this case would be a gross misconduct of Justice ~~without a jury trial~~ without a jury trial is wrong, unethical, and unfair, not only to me, the plaintiff, but to all the real creative artists of the world.

Thank you

J16

Copyright

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Public Catalog

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = HIGH SCHOOL MISERABLE
Search Results: Displaying 4 of 4 entries

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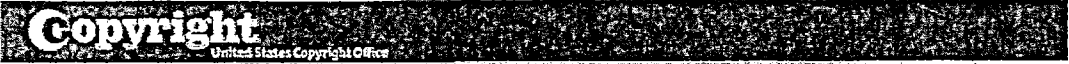
Labeled View

HIGH SCHOOL MISERABLE.

Type of Work: Text
Registration Number / Date: TXu001716711 / 2009-05-22
Application Title: HIGH SCHOOL MISERABLE.
Title: HIGH SCHOOL MISERABLE.
Description: Print Material.
Copyright Claimant: Kenneth Edward Boyman, 1963-. Address: PO Box 5660, Santa Monica, CA 90409.
Date of Creation: 2009
Alternative Title on Application: High School Miserable 1 High School Miserable 2 High School Miserable 3
Authorship on Application: Kenneth Edward Boyman, 1963- (author of pseudonymous work); Citizenship: United States. Authorship: A Musical play with a script called High School Miserable.
Copyright Note: Regarding copyright claimant: no name given on application. Claim registered in author's name as claimant. 37 CFR 202.3(a)(3).
Names: Boyman, Kenneth Edward, 1963-

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Copyright Catalog (1978 to present)

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Search Results: Displaying 4 of 4 entries



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HIGH SCHOOL MISERABLE

Type of Work: Text

Registration Number / Date: TXu001716711 / 2009-05-22

Application Title: HIGH SCHOOL MISERABLE.

Title: HIGH SCHOOL MISERABLE.

Description: Print Material.

Copyright Claimant: Kenneth Edward Boyman, 1963-. Address: PO Box 5660, Santa Monica, CA 90409.

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Names: Boyman, Kenneth Edward, 1963-



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Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California, 90048-4329
Telephone: 323-782-4500
Fax: 323-782-4803

Documentation of Registration

The Writers Guild of America, West, Inc. issues this certificate to:
KENNETH E. BOYMAN

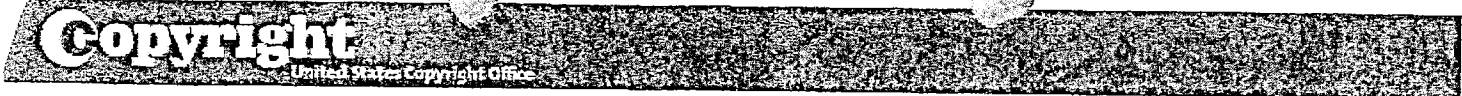
for the material entitled:
HIGH SCHOOL MISERABLE

by the following:
KENNETH E. BOYMAN - Writer

Registration #: 1363634
Material Type: PLAY
Registered By: KENNETH E. BOYMAN

Effective Date: 06/24/09
Expiration Date: 06/24/14





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Labeled View

HIGH SCHOOL MISERABLE.

Type of Work: Text

Registration Number / Date: TXu001716711 / 2009-05-22

Application Title: HIGH SCHOOL MISERABLE.

Title: HIGH SCHOOL MISERABLE.

Description: Print Material.

Copyright Claimant: Kenneth Edward Boyman, 1963- . Address: PO Box 5660, Santa Monica, CA 90409.

Date of Creation: 2009

Alternative Title on Application: High School Miserable 1 High School Miserable 2 High School Miserable 3

Authorship on Application: Kenneth Edward Boyman, 1963- (author of pseudonymous work); Citizenship: United States. Authorship: A Musical play with a script called High School Miserable.

Copyright Note: Regarding copyright claimant: no name given on application. Claim registered in author's name as claimant. 37 CFR 202.3(a)(3).

Names: Boyman, Kenneth Edward, 1963-

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7/21/2016

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Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = HIGH SCHOOL MISERABLE

Search Results: Displaying 1 through 4 of 4 entries.

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Set Search Limits

#	Title <	Full Title	Copyright Number	Date
[1]	"HIGH SCHOOL MISERABLE".	DISNEY SONNY WITH A CHANCE : 2-08. "HIGH SCHOOL MISERABLE".	PA0001773989	2010
[2]	High school miserable.	High school miserable.	V9904D678	2013
[3]	High School Miserable.	High School Miserable.	V9905D197	2013
[4]	HIGH SCHOOL MISERABLE.	HIGH SCHOOL MISERABLE.	TXu001716711	2009

Resort results by:

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previous next

Save, Print and Email (Help Page)	
Records	Select Format: Full Record Format for Print/Save
<input type="checkbox"/> All on Page <input checked="" type="checkbox"/> Selected On Page <input type="checkbox"/> Selected all Pages	Enter your email address: <input type="text"/> Email

Search for: HIGH SCHOOL MISERABLE Search by: Title (omit initial article A, An, The, El, La, Das etc.) Item type: None

25 records per page

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7/27/2016

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Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = HIGH SCHOOL MISERABLE

Search Results: Displaying 1 of 4 entries

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Labeled View

DISNEY SONNY WITH A CHANCE :

Type of Work: Motion Picture

Registration Number / Date: PA0001773989 / 2012-01-12

Application Title: DISNEY SONNY WITH A CHANCE "HIGH SCHOOL MISERABLE" (2-08)

Title: DISNEY SONNY WITH A CHANCE : 2-08, "HIGH SCHOOL MISERABLE".

Description: Videocassette (Betacam SP) ; 1/2 in.

Copyright Claimant: DISNEY ENTERPRISES, INC., Transfer: Assignment. Address: 500 S. Buena Vista St., Burbank, CA, 91521, United States.

Date of Creation: 2010

Date of Publication: 2010-04-18

Nation of First Publication: United States

Authorship on Application: Disney Channel, employer for hire; Domicile: United States. Authorship: Entire motion picture.

Names: Disney Channel

DISNEY ENTERPRISES, INC.

◀ previous next ▶

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EXHIBIT A-2

DEFENDANT'S NOTICE OF REMOVAL OF ACTION TO FEDERAL COURT

EXHIBIT A-2

7/21/2016

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Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = HIGH SCHOOL MISERABLE

Search Results: Displaying 2 of 4 entries

[◀ previous](#) [next ▶](#)

[Labeled View](#)

High school miserable.

Type of Work: Recorded Document

Document Number: V9904D678

Date of Recordation: 2013-06-28

Entire Copyright Document: V9904 D678 P1

Title: High school miserable.

Title appears in Document:

#	Full Title
[1]	Amazing Gassie & 19 other titles: musical compositions / By Scott Clausen.

[◀ previous](#) [next ▶](#)

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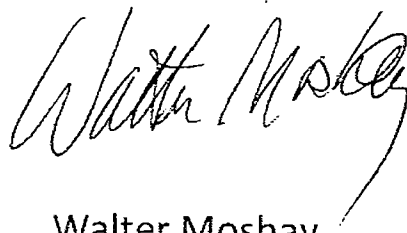
SUNSET SCREENING ROOM

8730 Sunset Blvd.
Los Angeles, CA 90069
Fax (310)657-5140
(310)652-1933

To Whom It May Concern:

I am writing this letter on behalf of my very talented friend Kenneth Boyman. I have known Boyman for many years and have seen firsthand how his talents can be utilized in the world of Branding, Advertising and Marketing (B.A.M). This ad man extraordinarily brings to the table a combination of profound imagination and fun energy. He gives it to you straight and upfront. This visionary not only thinks outside the box, he kicks your ads so the ideas can flow and take flight.

Please give Boyman an opportunity to work for your company and you will be glad you did.



Walter Moshay
Président
(Producer of Pippi Longstocking)

P.S. Call me if you like.

Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California, 90048-4329
Telephone: 323-782-4500
Fax: 323-782-4803

Documentation of Registration

The Writers Guild of America, West, Inc. issues this certificate to:
KENNETH E. BOYMAN

for the material entitled:
HIGH SCHOOL MISERABLE

by the following:
KENNETH E. BOYMAN - Writer

Registration #: 1363634
Material Type: PLAY
Registered By: KENNETH E. BOYMAN

Effective Date: 06/24/09
Expiration Date: 06/24/14

1 My complaint is called Am I a Boyman or a Mouse
2 For the record my real birth name is Kenneth Boyman I wrote, composed, created, and legally
3 registered with Attorney/Lawyer correspondence the title I lived called High School Miserable a
4 Sag/Aftra Production United States Copy Right office registration number TXU001716711 High School
5 Miserable is beyond a very descriptive title in fact without a question High School Miserable cannot
6 be about anything else but a miserable time in high school period. Disney Enterprises LTD tyranny
7 against me and my family begins by making Google and YouTube take down my Sag/Aftra production
8 video called High School Miserable, proving Disney Enterprises LTD had knowledge of my production
9 music video that was posted on YouTube and the internet almost three years before Disney posted
10 their video with the same title as and subject matter that is identical to min. Which is apparent that
11 Disney enterprises ripped me off completely and broke the law with their nonexistent ethics
12 causing my family and I a lot of mental anguish, public humiliation, physical abuse where people
13 were brutalized and severely beaten and hospitalized proving statues of limitations only benefit the
14 victimizes being Disney Enterprises LTD. My sister who got upsettingly sick over this called me and
15 hysterically cried to me about her and my nephew being tormented over this and that they were
16 being physically and verbally assaulted in public because of Disney Enterprises crimes being inflicted
17 on them, causing my sister to see the house she lived in for over twenty years and move to escape
18 the constant torment and torture that they endured due to the nastiness and disregard for the law
19 inflicted upon them from Disney Enterprises LTD becoming a very personal issue for me to Address as
20 I endlessly tried to contact Disney and Google it was hopeless so I walked into Google's office at 609
21 7th st in Santa Monica and Google called the police on me and all I wanted to do was to submit my
22 real evidence to the fact all copyright is legally mine and belongs to me, Kenneth Boyman. As a
23 copyright claimant I begged and pleaded with Google as the police led me out to the street in
24 handcuffs to please review the folder of proof I left in a folder there. Eventually Google put my video
25 back up again as it originally was, High School Miserable still without any hope of endlessly trying to

26 contact Disney Enterprises LTD over this problem. Disney abused my title and subject matter again
27 twice in 2013 receiving nasty comments from Disney Enterprises calling my 12 year old nephew a
28 "faggot". So I go to the writers Guild on Fairfax in Los Angeles and they are polluted with Disney
29 propaganda everywhere. And this woman whose last name is Chacon tells me I am trending in
30 dangerous territory and to just forget about it so I call the California Bar and they tell me nobody will
31 help me so after I get the ultimate run around from every entertainment attorney in the world coast
32 to coast. No one is going to help me in this matter because according to Entertainment Lawyers Ellis
33 Robin and Snivel Johnson of Johnson and Johnson. No one is going to help me in this issue because
34 Moustapo have only the best attorneys on their payroll and they all receive nice gifts from Disney
35 Enterprises LTD which would cause and create a conflict of interest for them and nobody is willing to
36 lose their complimentary tickets to everything Disney owns, which is everything from ESPN football
37 games, American Music Awards, vacations at Disney 5 star resorts worldwide and other party perks.
38 I talked to super lawyer Bruce Margolin and he reviews my case and says I have a case against Disney
39 Enterprises LTD and that facts conclude everyone is afraid of Disney and that I should be as well in
40 fear. He also stated he would like to help me but he is a criminal Lawyer not a civil lawyer, so there is
41 nothing he can do but refer me to other attorneys like my correspondence did. Attorney Janis Shen
42 told me it is a conflict of interest which is too bad for me. Disney Enterprises LTD, Cyber Crimes and
43 Copyright crimes against me and my family were very deliberate and knowledgeable. Disney
44 Enterprises LTD's unholy disregard for registered work and legal corresponded propertied is very
45 obvious and clearly apparent for Copyright crimes and fraudulent violations of the law. Disney
46 Enterprises LTD inflicted on me and my family is my complaint and that is why I am suing the mouse
47 in the High Castle at Disney Enterprises LTD for 250,000,000 US Dollars.

Dear Your Honor, The Jury, And The Court,

I request that you please recognize my motion ~~to be moved to a new criminal~~ ^{Case # SCI 26862} case # and these are the undisputable reasons why you must. The Los Angeles Sheriff's Department was court ordered to serve the Mouse in the High Castle located at 500 South Buena Vista Street Burbank California, but was unsuccessful in its many attempts. This wasted a year or so of the courts time before I, the plaintiff, hired my own process server that delivered Mission accomplished, I plaintiff Boyman request a legal advisor by the court because a man Who is His own attorney has a fool for a client and it is Impossible for me to correspond honestly with a crooked defendant Disney in any real way that is Why I am requesting the Court to please grant this request to represent me Plaintiff at this time against defendant Disney Rattorney Alexander Alligator Myers, a Ra† :publican who is disturbed with a false mental delusion that Staggers the Imagination that He never threatened me Plaintiff with Monetary or Physical harm If I did Not dismiss and drop this case against Defendant Disney whose Disney Video is being reviewed by the Santa Monica Police Department subject White School Boy Sexually assaulted and incapacitatingly wrapped up in His underwear in many different perverted Ways in a public school situation by a bully?

On 10/27/16 page 3 of 13 between the lines of 23 and 24 in the Defendants own words of contradiction say (while both videos contain songs that deal with the generic theme of bullying in School, this is where the similarities end). Myers Liars and Disney Deniers can very clearly see Where the similarities begins without doubt our videos are the same title as theirs - Identical subject matter, Identical dance moves, Identical choreography and even the black kid is placed is where the defendants black kid is placed in the plaintiffs video High School Miserable is beyond descriptive it cannot be about anything else than about a very Miserable High School Experience period.

Disney completely fails in proving any real reasons what-so-ever to dismiss case defendant Disney lacks and lies making up fictional comparisons to other cases that do not apply or have relevance. Pathetically Mr. Myers is ridiculous and proves this, that all motions to dismiss MUST BE DENIED. Defendant Disney only proves they had knowledgeable intent to defraud plaintiff with crimes that go way beyond the mental and physical Human Rights Violations that the Disney Defendant Committed and the Problems that Defendant Disney causes to so many people is documented in Plaintiffs claim against Defendant Disney as real evidence the abuse and crimes committed by Defendant Disney should Not have statutes of limitations the crimes orchestrated by defendant Disney in no way what-so-ever can be denied period.

Disney is a Tyranny against me and my family. My sister was traumatized living in fear for her family's safety. She had to move from her house to get away from the constant torment and ridicule from the people in her town. My nephew was physically and verbally and mentally abused in public school and anywhere he went in town caused by the criminal actions of defendants Disney's recklessness and obvious disregard of the law is very clearly apparent. I the plaintiff was as well picked

on and verbally abused and assaulted and bullied by Disney defendant cannot deny they were not aware and had no knowledge of plaintiffs work called, High School Miserable. The Writers Guild was very aware of Plaintiffs project. The Writers Guild is polluted and littered with Disney propaganda throughout the building complex and on the desks and walls of the employees at the Writers Guild. Rock Stars who are on Disney's payroll like Robert Trujillo of Metallica were fully aware of Plaintiffs project. Stephen Perkins on the Warner Brothers label was fully aware of Plaintiffs Project. The Laugh Factory and the Comedy store, along with Pauly and Mitzi Shore were very aware. We handed hundreds of plaintiffs work in CD's and DVD's to talent agencies musical Recording engineer on plaintiffs project is a world famous multi-platinum engineer that I, the plaintiff was produced by for over 25 years. The plaintiff has documented letters of recommendations as a great talent from the legends of Hollywood who worked for Desi Arnaz and Lucille Ball produced the great Pippi Longstocking and so many other people and projects in the music and motion picture business and industries. Even Super Lawyer Bruce M. Margolin, attorney of the stars told the plaintiff this is a criminal case and MUST be re-filled as so without any doubt what-so-ever Disney Defendant proves they knew of plaintiffs work and that cannot be denied. Disney Defendant made Google and YouTube take down plaintiffs Video and replaced it with Defendants video of same title and subject matter proves Disney Defendant premeditated knowingly intent to commit crimes against Plaintiff and Plaintiffs registered SAG/Aftra work an ongoing Project recorded in April 2008, filmed in October 2008, way before Disney Defendant video released in late 2010 and Disney Defendant with obvious intent to defraud produced a full-blown movie with Same title and subject matter as plaintiffs work is registered 2012, then Disney Defendant violates plaintiff twice again in 2013 Same title same subject matter violating plaintiffs titles and subject matter clearly is an obvious habit of Defendant Disney against plaintiff that is not to be denied.

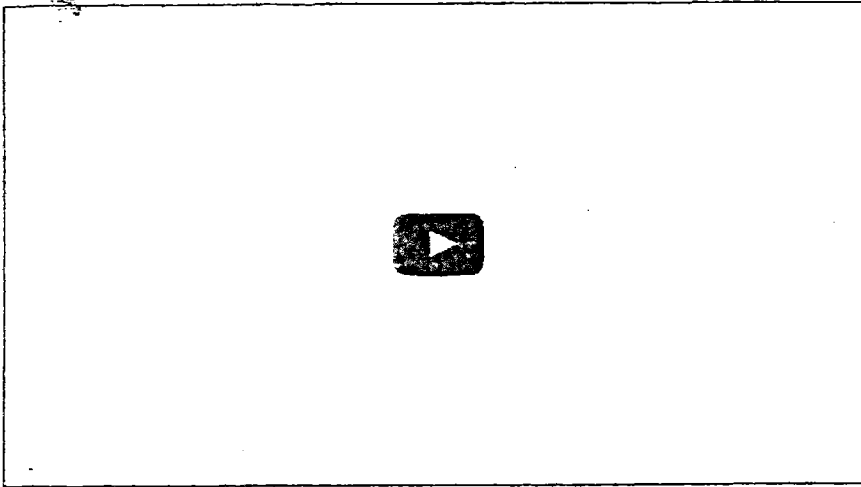
Your Honor, to dismiss this case would be a gross misconduct of Justice and not to refile it as a criminal case # without a jury trial is wrong, unethical, and unfair, not only to me, the plaintiff, but to all the real creative artists of the world.

Thank you

Search

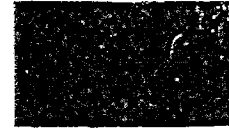
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Autoplay



Global Warming Of The Heart
highschoolmiserable
722 views



School Bully
goobrooc
304,606 views



Les Misérables - North Allegheny High School
LesMizGavroche
23,538 views



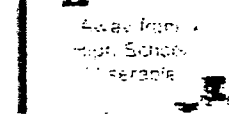
Verbal Bullying in High School
Perry Hall
3,297 views



Believing in Yourself
Jenny Lee
9,303 views



High School Miserable - Sonny With A Chance
Saade O'Santor
889 views



Sonny with a Chance - High School Miserable
Kirstieangel15
88,470 views



Bullies at School
Katie L...
17,700 views



High School Miserable
Grace...
8,770 views



Tan Lines - Real Life
L...
4,200 views



High school miserable
...
sexual harassment

High School Miserable



High School Miserable

Subscribe

1,804 views

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Uploaded on Apr 27, 2009

Time to "Get Tough" with high school bullies. All of us have had enough. Something must be done. This song was made to create awareness. Bullying is a real problem in schools across the nation.

SHOW MORE

COMMENTS • 5



Add a public comment

Top comments



jungle boyman

I think this is a good song and i think katy perry and russell bland suck this song is about bullying and its funny



bracker22

Whats wrong with minimum wage?



Back RoadChester

Is this song about sipping lean and smoking tumble weed?

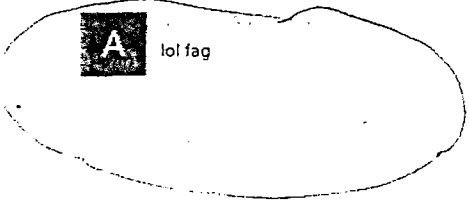


the...

scorpions goal song right here.



lol fag



Subj: letters for Steven Lobman
Date: 3/31/2008 9:14:07 P.M. Eastern Daylight Time
From: Kosherthepig
To: LSPC595

hi Scott,
the info you need;

the little bastards bothering Steven Are
Ryan Caldwell
43 School Lane
Lloyd Harbor N.Y. 11743

he continually verbally harasses Steven with homophobic slurs this has been going on all school year
the ass't principal Mr. Joseph Monastero has spoken with him many times the kid couldn't care less about behaving

the other little shit is more violent
his name Alex Schiff
1 Seaforth Lane
Huntington N.Y. 11743

he has punched hit tripped and verbally teased Steven with homophobic slurs and teases him daily
last Fri he took glitter and threw it in Stevens face it got in Stevens eyes he went to the school nurse and she told him to wash his face and rinse out his eyes this is crap!!!! he has been spoken to by the director of Cold Spring Harbor Athletics Jim Amen he beat Steven up on the soccer field calling him a gay faggot ballet boy and he punched him in the stomach he also threw a tennis ball at his head and would you believe No punishment he was spoken to this is outrageous! Mr Monastero has also spoken to this kid yet he continues to harass and torture Steven daily
we have had enough

the ass't principal is a wimp I demanded a suspension for the glitter incident I heard "He spoke with the Kid" that is bullshit he also said that b/c Steven reacted with words to the slurs that Ryan Caldwell made to him that he is also guilty he never started with the kid Monastero is an asshole!!

I want a letter sent to the parents of these 2 little shits and want them(the copies) sent to the superintendent of the school as well as the ass't principal Mr Joseph Monastero asst principal of cold Spring Harbor Junior High School as well as Whitney K Vantine Ed D Superintendent of Schools

the address of Mr Monastero;
82 Turkey Lane
Cold Spring Harbor N.Y. 11724

the tele # of the Supt of Schools is 631-367-5931 I'm not sure of his address there is the district office on Goosehill Rd in CSH
I would like these letters to scare the shit out of the parents explaining that legal action and police charges will happen if these little bastards continue to hurt Steven and this puts the

school on notice
speak to you soon
thanks

Marjori Lobman

Create a Home Theater Like the Pros. Watch the video on AOL Home.

LASKY & STEINBERG, P.C.

ATTORNEYS AND COUNSELORS AT LAW

BARRY M. LASKY
SCOTT L. STEINBERG*

MEHRDAD KOHANIM
STEPHEN BILKIS & ASSOCIATES
OF COUNSEL

595 STEWART AVENUE
SUITE 410
GARDEN CITY, N.Y. 11530
TEL. (516) 227-0808
FAX (516) 745-0769

* ADMITTED IN NY & MA

October 12, 2005

West Side Elementary School
1597 Laurel Hollow Road
Laurel Hollow, N.Y. 11791

Attn: Ms. Barbara Lacey, Principal

Re: Steven Lobman

Dear Principal Lacey:

This office represents the Lobman Family. We are writing concerning a problem at your school whereby Steven Lobman ("Steven") a fifth grade student at your school, is being repeatedly physically and verbally assaulted by another student, Christopher Roufanis ("Christopher").

As previously discussed with you by Mr. and Mrs. Lobman, there is a long history of Christopher bullying Steven.

The history of Christopher bullying Steven is at least two years old. The verbal and physical assaults have risen to the level where there is risk of physical injury to Steven and where his education is now being impaired. Twice within the last week the taunting and physical abuse has escalated to such an extent that Steven was so traumatized that he was unable to properly complete the school day.

As I am sure you are aware, it is incumbent upon the Cold Spring Harbor School District to provide a safe learning environment for all of the children. Physical and verbal abuse is intolerable. Name calling by Christopher of Steven including "faggot", "gay" and "ballet boy" are not acceptable and, I am sure an anathema to the goals and principles of the school district.

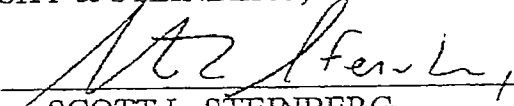
LASKY & STEINBERG, P.C.

Accordingly, now that the seriousness of this matter has been reinforced, I trust that you, and the school district will take the steps necessary to insure that Christopher's bullying of Steven immediately ceases. While Christopher was previously removed from Steven's class, the continuing problems during lunch and intramurals are unacceptable. I respectfully suggest that you inform your teaching and building staff as to the problem and mandate that they take the steps necessary to insure that there will be no reoccurrences.

I thank you for your immediate attention to this most important matter which is negatively impacting the education of one of your students, and is a blemish on the fine reputation of your school and school district.

Very truly yours,

LASKY & STEINBERG, P.C.

By: 
SCOTT L. STEINBERG

SLS:ls

cc: Whitney K. Vantine, Superintendent of Schools
75 Goose Hill Road
Cold Spring Harbor, N.Y. 11724

Suzanne Kleinhnecht, President
Board of Education
75 Goose Hill Road
Cold Spring Harbor, N.Y. 11724

LASKY & STEINBERG, P.C.

ATTORNEYS AND COUNSELORS AT LAW

BARRY M. LASKY
SCOTT L. STEINBERG*

MEHRDAD KOHANIM
STEPHEN BILKIS & ASSOCIATES
OF COUNSEL

*ADMITTED IN NY & MA

595 STEWART AVENUE
SUITE 410
GARDEN CITY, N.Y. 11530
TEL. (516) 227-0808
FAX (516) 745-0769

April 1, 2008

Parents of Alex Schiff
1 Seaforth Lane
Huntington, New York 11743

Re: **Harassment and Bullying of**
Steven Lobman by Alex Schiff

Dear Mr. & Mrs. Schiff:

This office represents Steven Lobman and his family.

We have been retained concerning your son Alex's repeated physical and verbal abuse of Steven Lobman at the Cold Spring Harbor Junior High School.

During the course of this school year, your son has punched, hit, tripped and thrown objects at Steven Lobman. As recently as last Friday, your son threw glitter in Steven's face causing him to seek medical attention.

In addition to the pattern of physical abuse by your son, Alex has also engaged in continued verbal abuse of Steven. Alex, almost daily, has teased Steven with homophobic slurs and other abuse.

Your son's conduct has negatively impacted Steven's education and his acting career. It is beyond comprehension why your son has engaged in this harassment.

Your son must immediately cease and desist from his harassing course of conduct. Please be advised that if there are any further incidents, the Lobmans have indicated that they will contact the appropriate police authorities and/or file a lawsuit for money damages. Although various administrators of the Cold Spring Harbor School District have previously addressed your son's course of conduct, the Lobmans will no longer be limited to the school's efforts, as your son has continued to harass and bully Steven, notwithstanding the intervention of the school.

LASKY & STEINBERG, P.C.

Further, regardless of Steven's sexuality, the use of homophobic slurs is a hate crime. If this conduct persists, it will be handled as such. Your son's prolonged course of conducted in bullying Steven, both verbally and physically, must immediately cease. Any further bullying by Alex will not be tolerated.

I trust that you join with the Lobmans' goal of no further problems. The easiest way to attain this goal is for you to direct Alex to avoid all direct and indirect contact with Steven Lobman.

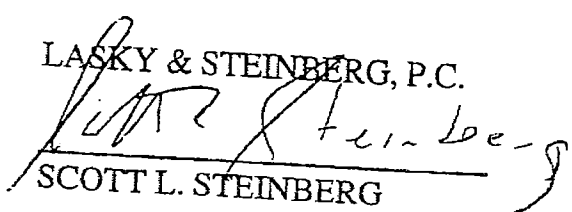
Please be assured that as the problems have recently . escalated, there will be no further tolerance of abuse, harassment and bullying.

Thank you for your prompt and responsible attention to this matter.

Very truly yours,

LASKY & STEINBERG, P.C.

By:


SCOTT L. STEINBERG

SLS:mmm

cc: Mr. Joseph Monastero, Assistant Principal
Cold Spring Harbor Junior High School

Whitney J. Vantine, Ed D Superintendent,
Cold Spring Harbor School District

Mr. & Mrs. Matthew Lobman

LASKY & STEINBERG, P.C.

ATTORNEYS AND COUNSELORS AT LAW

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*ADMITTED IN NY & MA

595 STEWART AVENUE
SUITE 410
GARDEN CITY, N.Y. 11530
TEL. (516) 227-0808
FAX (516) 745-0769

April 1, 2008

Parents of Ryan Caldwell
43 School Lane
Lloyd Harbor, New York 11743

Re: Harassment and Bullying of
Steven Lobman by Ryan Caldwell

Dear Mr. & Mrs. Caldwell:

This office represents Steven Lobman and his family.

I am writing to you concerning the verbal harassment of Steven Lobman by your son Ryan, at the Cold Spring Harbor Junior High School. Ryan has engaged in a prolonged pattern of verbal harassment of Steven, including homophobic slurs.

We have been retained in this matter because your son's course of conduct has repeatedly gone beyond what could be considered normal school yard activity, but instead has risen to the level of harassment and bullying. Your son's harassment has negatively impacted Steven's education and acting career. This will no longer be tolerated.

If your son does not immediately cease and desist from his harassment of Steven, including homophobic slurs, and all other verbal or physical harassment, the Lobmans will take the appropriate steps, including but not limited to, reporting this matter to the police as a hate crime and/or filing a lawsuit for money damages. Although various administrators of the Cold Spring Harbor School District have previously addressed your son's course of conduct, the Lobmans will no longer be limited to the school's efforts as your son has continued to harass and bully Steven, notwithstanding the intervention of the school.

Please be advised that regardless of Steven's sexuality, the use of homophobic slurs can be, and I anticipate will be, deemed to be a hate crime by the appropriate police authorities. Moreover, it is incomprehensible why your son has engaged in harassing and bullying Steven.

LASKY & STEINBERG, P.C.

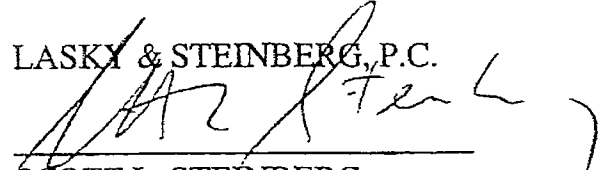
Obviously, the easiest way to avoid any future problems is for your son Ryan to avoid any direct and indirect contact with Steven Lobman. I trust that you join with the Lobmans in the goal of avoiding future problems.

Thank you for your prompt and responsible attention to this matter.

Very truly yours,

LASKY & STEINBERG, P.C.

By:


SCOTT L. STEINBERG

SLS:mm

cc: Mr. Joseph Monastero, Assistant Principal
Cold Spring Harbor Junior High School

Whitney J. Vantine, Ed D Superintendent
Cold Spring Harbor School District

Mr. & Mrs. Matthew Lobman

For help, call 888-625-4990

Step 3 Reservation Confirmed

MATTHEW LOBMAN
SPG#: 713444879

Print

Your confirmation number is: 13269747

Hotel and Room Information

Sheraton Universal Hotel

Check in Check out
04/20/2008 - 03:00 PM 04/23/2008 - 12:00 PM

335 Universal Hollywood Drive
Universal City, California 91608
US
(818) 950-1212

1 Room(s), 2 Adults per room, 2 DOUBLE BEDS

Room Features: High-speed Internet For A Fee, Sweet Sleeper Bed, Coffee/tea Maker, Traditional Non-smoking, 2 Line Speakerphone

Rate Information

Credit Card Information

The Masters



Invoice #: 3021
 Invoice Date: May 1, 2008
 Customer: Marjori Lobman

Matt Melner & Anthony Falcone
 6726 Woodley Ave. apt. 102
 Van Nuys, CA 91406
 615-497-0879
amastersproduction@gmail.com
www.myspace.com/themastersproductions

Invoice 3021

Quantity	Item	Description	Total
3	Graphical design for CD	3 designs total: front, inside and CD	\$800
200	Printed CD's	CD's fully printed/packaged, with artwork, in slim jewel cases	\$300
1	Digital resume`	Putting Steven's resume` into digital format, and on the printed CD's	\$150
1	Myspace design/function	Graphical design of the website, as well as all html programming for the site to function properly	\$300
	EXTRA EXPENSES	200 Jewel cases	\$70
		200 CD inserts	\$80
		Shipping costs	\$60
		SUBTOTAL:	\$1760
	MINUS EXPENSES PAID 200 CD's printed and copied		-\$300
		TOTAL AMOUNT DUE:	\$1460

PAID IN FULL
 5-13-08
 check #

4603
 4604
 +200
 fr

Thanks
 Marjori

The Masters

DAVE ARON

Engineer/Mixer/Producer

9032 Crescent Drive
 Los Angeles, CA 90046
 Phone (323) 650-2522 or (323) 422-4244 Fax (323) 650-4905
 SS # 149 58 0193

INVOICE

DATE: 4/23/2008
 INVOICE # 4010

Bill To: Marjori Lobman
 26 Overlook Dr
 Laurel Hollow New York, 11791

Comments or Special Instructions: DATE OF WORK

S.S. #	TERMS
149-58-0193	

MIXES	PROJECT	RATE	AMOUNT
2	Steven Lobman - Get Tough, Global Warming	\$1 200	\$2,400.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		SUBTOTAL	\$ 2,400.00
		TAX RATE	0.00%
		SALES TAX	-
		SHIPPING & HANDLING	-
		TOTAL	\$ 2,400.00

Make all checks payable to Dave Aron
 if you have any questions concerning this invoice, contact Dave Aron (323) 650-2522 or (323) 422-4244

THANK YOU FOR YOUR BUSINESS!

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Acting Register of Copyrights, United States of America

Registration Number
TXu 1-716-711

Effective date of registration:
May 22, 2009

Title

Title of Work: HIGH SCHOOL MISERABLE
Previous or Alternative Title: High School Miserable 1 High School Miserable 2 High School Miserable 3

Completion/Publication

Year of Completion: 2009

Author

- Author: Kenneth Edward Boyman
- Author Created: A Musical play with a script called High School Miserable
- Citizen of: United States
- Year Born: 1963
- Pseudonymous: Yes

Copyright claimant

Copyright Claimant: Kenneth Edward Boyman
PO Box 5660, Santa Monica, CA 90409

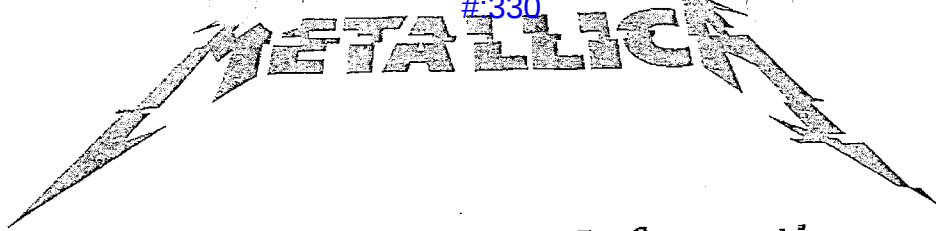
Limitation of copyright claim

Previously registered: No

Certification

Name: Kenneth Edward Boyman

Copyright Office notes: Regarding copyright claimant: no name given on application. Claim registered in author's name as claimant. 37 CFR 202.3(a)(3).



Artist Guest - Event Information

Venue

Petco Park
100 Park Blvd.
San Diego, CA 92101

Date

August 6, 2017

Box Office & Entry Information

Box Office Location

- On the corner of Park Blvd. & Imperial Ave.

Will Call Collection Time

- 2:00pm until approx. 9:30pm on day of show.

Entry Gates

- East Village, Park Blvd, Home Plate, Gaslamp, & Gaslamp Breezeway will be available for entry.

ADA Entry

- All Gates are ADA Accessible

Please reference the link below:

<https://www.metallica.com/tour/30544>

Rock and Roll Fans!

Metallica cordially invites you to a crushing musical extravaganza that will dazzle your senses and blow your mind!

World Wired Tour 17
Presents
An evening with
<1501805875937blob.jpg>

At
Peico Park
100 Park Blvd, San Diego, CA 92101

Included in this email is some important info regarding the Metallica show San Diego CA August 6th 2017

Please check the link for very important venue info
<https://www.metallica.com/tour/30544#event-faq>

Please see attachment for Will Call info to pick up tickets and/or passes

Traffic and parking in the area will be very challenging... Please allow plenty of time to get there or better yet, arrive early and enjoy the day! Doors will open about 4pm and The Band is scheduled to take the stage at around 8:30pm.

There are plenty of festivities in between...

05/17/1994 14:54

310 768 2687

P.01

DAVID ARON
TRACK RECORDS
Hollywood, CA

June 16, 1994

Kenny Soyman
C/O Kaslow, Abramoff & Adwar
1875 Century Park East, #700
Los Angeles, CA 90067-2508

Dear Kenny:

When fully executed below, the following shall constitute an agreement between you and the undersigned, David Aron (hereinafter called "Company");

1. You and Company shall record musical compositions, hereinafter called "Masters";
2. You shall endeavor to present your services as a recording artist and enter into the negotiation of a contract with a Record Company;
3. You shall own all rights, title and interest, including, but not limited to all copyrights and rights thereof, in Masters and performances embodied on Masters. In the event You, Record Company or a third party desire to utilize any of the Masters produced by Company, Company shall be paid a sum of \$2,500 per master out of first monies received (\$2,000 representing a producer fee and \$500 representing reimbursement of costs and expenses associated with each Master). Company agrees that concurrent with your tendering payment of the applicable amounts set forth in this paragraph, Company shall execute any documents that may be necessary for the release of the Masters.
4. Record deal procured by You or Company within one year from the date hereof must have the following acceptable terms for your (Artists) benefit:
 - (a) minimum 5% retail royalty rate to Artist on 1st album, with customary escalations;
 - (b) must be Major Label or Indi distributed by Major.
5. Record deal procured by You or Company within one year from the date hereof must have the following acceptable terms for Company's benefit:
 - (a) best efforts to utilize David Aron as Sole Producer on the initial album;

(b) Initial Producer royalty of 2% retail calculated by the same method that Artist royalty is calculated (reduced in proportion to # of Masters produced by Producer vs. # of Masters on album), which will escalate in proportion to escalations in Artists royalty rate as follows:

Artist Rate = 5-8	Producer Rate = 2
Artist Rate = 9-12	Producer Rate = 3
Artist Rate = 13-15	Producer Rate = 4;

(c) In addition to monies that may become payable due Company pursuant to paragraph #3 herein, if Company's Producer services are requested by Record Company and utilized on record, than Company shall receive a Producer fee of \$1,500 per Master so produced and embodied on the record.

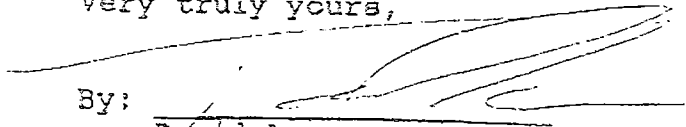
(d) Notwithstanding any of the terms herein, if Company is not engaged to produce, but one or more of the produced Masters are used on the album or to procure a record deal, Company shall be entitled to receive a royalty on such non-produced Masters embodied on the initial record at a rate equal to 1% with appropriate escalations.

6. Company shall receive 50% of all mechanical royalties attributed to each such Masters produced and co-written by Company.

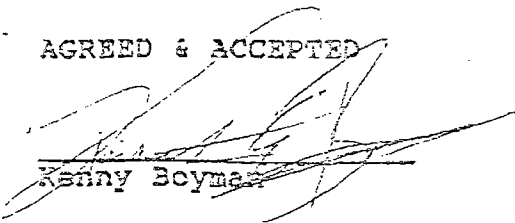
7. In the event You obtain a record deal after one year has elapsed and said Record Company desires to utilize any of the Masters, Company shall receive \$2,500 for each Master embodied on the record, plus a Producer royalty of 1.5% retail calculated by the same method that Artist royalty is calculated (reduced in proportion to # of Masters produced and co-written by Producer vs. # of Masters on album).

8. This agreement shall be construed under the laws of the State of California applicable to agreements to be performed wholly therein, and the parties agree that only the California courts shall have jurisdiction over this agreement and any controversies arising out of this agreement.

Very truly yours,

By: 
David Aron

AGREED & ACCEPTED


Kenny Boyman

TOLWIN PSYCHIATRIC MEDICAL GROUP INC
3831 HUGHES AVENUE SUITE 506
CULVER CITY, CA 90232
PHONE: 310-280-9670 FAX: 310-280-9675


10/20/16

To Whom It May Concern:

This is to verify that patient, Kenneth Boyman, was strongly psychologically affected by the problems that he did not receive recognition for his creative work, "High school Miserable." This has strongly affected his psychologically state that I can attest to personally.

If you have further questions, please contact me.

Sincerely,



Michael Tolwin, MD

LOS ANGELES
SHERIFF'S DEPARTMENT
COURT SERVICES DIVISION

Case no: sc126862

MEMO TO ATTORNEY OR LITIGANT

Your process/document(s) are being returned to you for the reason(s) check below:

- Written Instructions are:
 - Required for service Not signed
 - Incomplete Not legible
 - Inadequate Signed by someone other than the Attorney of record or litigant (CCP § 488.030)
 - Fees:
 - Deposit for fees are required in advance
 - Insufficient amount, fees or deposit required \$80.00 (\$40 each) _____
 - Remit fees by Money Order, Cashiers Check or Personal Check payable to the Sheriff's Department, Los Angeles County
 - NOTE: DO NOT SEND CASH THROUGH THE U.S. MAIL**
 - A \$ _____ Notary Fee is required
 - Witness Fees are required, **made payable to the witness**, amount \$ _____
 - Check is not signed or amounts differ or check is stale dated
 - Writ or Document is:
 - Incomplete (#'s _____)
 - Irregular on its face
 - Not legible
 - Directed to wrong County
 - Writ has changes which are not initialed by the issuing clerk of the court
 - Insufficient number of copies received, need _____ additional copies of the indicated document(s)
 - Additional documents needed for proper service, see below or refer to the attached samples
 - Per our telephone conversation
- Other: Rejected process due to package not a court document. Sheriff does not serve any and all documents.
All documents must me court ordered.

PLEASE ENCLOSE THIS MEMO WHEN RESUBMITTING YOUR PROCESS FOR SERVICE

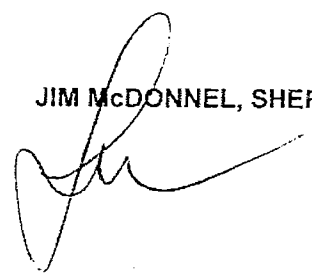
MEMO TO GARNISHEE OR EMPLOYER

The attached document(s)\check number _____ in the amount of \$ _____ is being returned for the reason check below:

- We have received a total release from the plaintiff or a court order releasing the funds.
- Unable to locate case number given, please provide a copy of the levy\order.
- Defendant has filed Bankruptcy: No. _____ Chapter No. _____ Date filed _____
- We have received judgment and costs on this case.
- Make checks payable to the Sheriff's Department, Los Angeles County
- Other:

Return to Address below:
Los Angeles County Sheriff's Dept.
Civil Management Bureau- Burbank
300 E. Olive Ave. #104
Burbank, CA. 91502
(818) 557-3490
Hours: 8:30am to 4:30pm

JIM McDONNELL, SHERIFF

By: 

Date: 4/20/17

S.T.

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Sonny with a Chance - S 2 E 5 - High School Miserable - Video ...



www.dailymotion.com/video/x3fy3mq Dailymotion Nov 25, 2015 Sonny with a Chance - S 2 E 6 - Legend of Candy Face by Sonny with a Chance TV... Sonny with a Chance ...

Demi Lovato - Sonny With a Chance - High School Miserable - YouTube



https://www.youtube.com/watch?v=4PF7Xr8pSYg May 5, 2013 - Uploaded by João Destiny Demi Lovato - Sonny With a Chance - High School Miserable. João Destiny. SubscribeSubscribedUnsubscribe ...

Sonny With A Chance [S02E05]High School Miserable - YouTube



https://www.youtube.com/watch?v=tiUTF-k6UJE Apr 1, 2016 - Uploaded by Hazel Elias Sonny With A Chance [S02E05]High School Miserable. Hazel Elias. Subscribe SubscribedUnsubscribe 2222

Sonny With a Chance - High School Miserable - [Full Music Video ...



https://www.youtube.com/watch?v=3QFYx73tykM Apr 15, 2010 - Uploaded by MileyPartyInTheUSA Sorry for the very low audio :| Demi Lovato, (Sonny Munroe), Tiffany Thornton, (Tawni Hart), Brandon Mychal ...

High School Miserable - Sonny With a Chance Wiki - Wikia

sonnywithachance.wikia.com/wiki/High_School_Miserable "High School Miserable" is the fifth episode of the second season of Sonny With a Chance. He ends up speaking at the high school where the "So Random" cast is enrolled, much to their dismay. By the end of the episode, Grady tries to send the letter to Mr. Condor but is stopped by "Sonny with a Song" "The Legend of Candy F... Season 2 Episode number 5

Watch Sonny with a Chance Season 2 Episode 5: High School ...

putlocker.is/watch-sonny-with-a-chance-tvshow-season-2-episode-5-online-free-puto... Watch Sonny with a Chance Season 2 Episode 5: High School Miserable (2010) Online Free Full Movie Putlocker ...

"Sonny with a Chance" High School Miserable (TV Episode 2010 ...

www.imdb.com/title/tt1635617?ref=fnidb Rating 8.2/10 - 34 votes After sending a complaint letter to Mr. Condor, Sonny, Tawni, Nico, Grady and Zora are fired and are forced to go to public high school. They try to fit in, with ...

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Sonny With A Chance Season 2 Episode 5 High School Miserable ...

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Sonny with a Chance - S 2 E 5 - High School Miserable - Video ...



www.dailymotion.com/video/x3fy3mq Dailymotion Nov 28, 2015 Sony with a Chance - S 2 E 5 - Legend of Candy Face by Sony with a Chance TV Sony with a Chance

Demi Lovato - Sonny With a Chance - High School Miserable - YouTube



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Sonny With a Chance - High School Miserable - [Full Music Video ...



https://www.youtube.com/watch?v=3QFYx73tykM Apr 18, 2010 - Uploaded by MileyPartyInTheUsa Sorry for the very low audio.]Demi Lovato (Sonny Munroe), Tiffany Thornton, (Tawni Hart), Brandon Mychal

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Watch Sonny with a Chance Season 2 Episode 5: High School ...

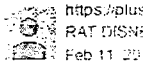
putlocker.is/watch-sonny-with-a-chance-tvshow-season-2-episode-5-online-free-putlo. Watch Sonny with a Chance Season 2 Episode 5: High School Miserable (2010) Online Free Full Movie Putlocker

"Sonny with a Chance" High School Miserable (TV Episode 2010 ...

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DISNEY RATTORNEYS ARE REAL VERMIN



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Sonny With A Chance Season 2 Episode 5 High School Miserable ...

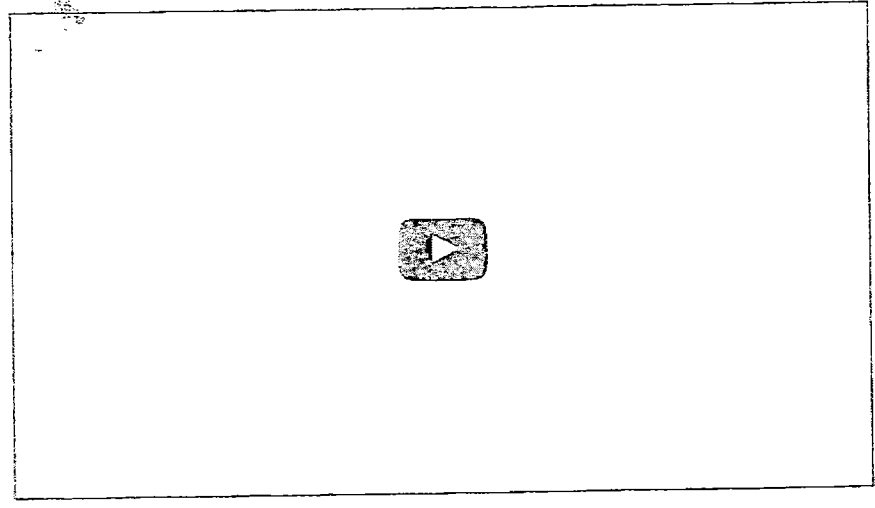
https://tune.pk/video/sonny-with-a-chance-season-2-episode-5-high-school-miserab... Sonny With A Chance Season 2 Episode 5 Hig by matthew hayden 64 views · 2 years ago Sonny With A Chance S02E05 High School 07:37

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1,804 views

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Uploaded on Apr 27, 2009
 Time to "Get Tough" with high school bullies. All of us have had enough. Something must be done. This song was made to create awareness. Bullying is a real problem in schools across the nation.


SHOW MORE


COMMENTS • 5


 Add a public comment...


Top comments

 jungle boyman 10 months ago
 i think this is a good song and i think katy perry and russell bland suck this song is about bullying and its funny
 Reply

 cracker135 7 years ago
 Whats wrong with minimum wage?
 Reply

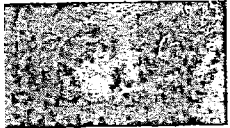
 BabyFoodChewer 3 years ago
 Is this song about sipping lean and smoking tumble weed?
 Reply


 Glenn4theWIN 3 years ago
 scorpions goal song right here.
 Reply


 Assy McGee 3 years ago
 lol fag
 Reply

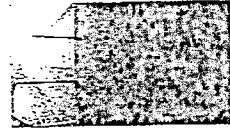
Disney wrote this

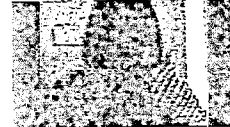
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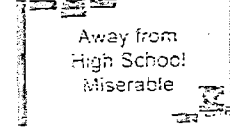
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School Bully
 goebbordoc
 381,605 views
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sexual harassment
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ATTORNEYS AND COUNSELORS AT LAW

BARRY M. LASKY
SCOTT L. STEINBERG*

MEHRDAD KOHANIM
STEPHEN BILKIS & ASSOCIATES
OF COUNSEL

*ADMITTED IN NY & MA

595 STEWART AVENUE
SUITE 410
GARDEN CITY, N.Y. 11530
TEL. (516) 227-0808
FAX (516) 745-0769

April 1, 2008

Parents of Alex Schiff
1 Seaforth Lane
Huntington, New York 11743

**Re: Harassment and Bullying of
Steven Lobman by Alex Schiff**

Dear Mr. & Mrs. Schiff:

This office represents Steven Lobman and his family.

We have been retained concerning your son Alex's repeated physical and verbal abuse of Steven Lobman at the Cold Spring Harbor Junior High School.

During the course of this school year, your son has punched, hit, tripped and thrown objects at Steven Lobman. As recently as last Friday, your son threw glitter in Steven's face causing him to seek medical attention.

In addition to the pattern of physical abuse by your son, Alex has also engaged in continued verbal abuse of Steven. Alex, almost daily, has teased Steven with homophobic slurs and other abuse.

Your son's conduct has negatively impacted Steven's education and his acting career. It is beyond comprehension why your son has engaged in this harassment.

Your son must immediately cease and desist from his harassing course of conduct. Please be advised that if there are any further incidents, the Lobmans have indicated that they will contact the appropriate police authorities and/or file a lawsuit for money damages. Although various administrators of the Cold Spring Harbor School District have previously addressed your son's course of conduct, the Lobmans will no longer be limited to the school's efforts, as your son has continued to harass and bully Steven, notwithstanding the intervention of the school.

LASKY & STEINBERG, P.C.

ATTORNEYS AND COUNSELORS AT LAW

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SUITE 410
GARDEN CITY, N.Y. 11530
TEL. (516) 227-0808
FAX (516) 745-0769

April 1, 2008

Parents of Ryan Caldwell
43 School Lane
Lloyd Harbor, New York 11743

Re: Harassment and Bullying of
Steven Lobman by Ryan Caldwell

Dear Mr. & Mrs. Caldwell:

This office represents Steven Lobman and his family.

I am writing to you concerning the verbal harassment of Steven Lobman by your son Ryan, at the Cold Spring Harbor Junior High School. Ryan has engaged in a prolonged pattern of verbal harassment of Steven, including homophobic slurs.

We have been retained in this matter because your son's course of conduct has repeatedly gone beyond what could be considered normal school yard activity, but instead has risen to the level of harassment and bullying. Your son's harassment has negatively impacted Steven's education and acting career. This will no longer be tolerated.

If your son does not immediately cease and desist from his harassment of Steven, including homophobic slurs, and all other verbal or physical harassment, the Lobmans will take the appropriate steps, including but not limited to, reporting this matter to the police as a hate crime and/or filing a lawsuit for money damages. Although various administrators of the Cold Spring Harbor School District have previously addressed your son's course of conduct, the Lobmans will no longer be limited to the school's efforts as your son has continued to harass and bully Steven, notwithstanding the intervention of the school.

Please be advised that regardless of Steven's sexuality, the use of homophobic slurs can be, and I anticipate will be, deemed to be a hate crime by the appropriate police authorities. Moreover, it is incomprehensible why your son has engaged in harassing and bullying Steven.

LASKY & STEINBERG, P.C.

ATTORNEYS AND COUNSELORS AT LAW

BARRY M. LASKY
SCOTT L. STEINBERG*

MEHRDAD KOHANIM
STEPHEN BILKIS & ASSOCIATES
OF COUNSEL

595 STEWART AVENUE
SUITE 410
GARDEN CITY, N.Y. 11530
TEL. (516) 227-0808
FAX (516) 745-0769

* ADMITTED IN NY & MA

October 12, 2005

West Side Elementary School
1597 Laurel Hollow Road
Laurel Hollow, N.Y. 11791

Attn: Ms. Barbara Lacey, Principal

Re: Steven Lobman

Dear Principal Lacey:

This office represents the Lobman Family. We are writing concerning a problem at your school whereby Steven Lobman ("Steven") a fifth grade student at your school, is being repeatedly physically and verbally assaulted by another student, Christopher Roufanis ("Christopher").

As previously discussed with you by Mr. and Mrs. Lobman, there is a long history of Christopher bullying Steven.

The history of Christopher bullying Steven is at least two years old. The verbal and physical assaults have risen to the level where there is risk of physical injury to Steven and where his education is now being impaired. Twice within the last week the taunting and physical abuse has escalated to such an extent that Steven was so traumatized that he was unable to properly complete the school day.

As I am sure you are aware, it is incumbent upon the Cold Spring Harbor School District to provide a safe learning environment for all of the children. Physical and verbal abuse is intolerable. Name calling by Christopher of Steven including "faggot", "gay" and "ballet boy" are not acceptable and, I am sure an anathema to the goals and principles of the school district.

LASKY & STEINBERG, P.C.

ATTORNEYS AND COUNSELORS AT LAW

BARRY M. LASKY
SCOTT L. STEINBERG*

MEHRDAD KOHANIM
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595 STEWART AVENUE
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April 1, 2008

Parents of Ryan Caldwell
43 School Lane
Lloyd Harbor, New York 11743

**Re: Harassment and Bullying of
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Dear Mr. & Mrs. Caldwell:

This office represents Steven Lobman and his family.

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We have been retained in this matter because your son's course of conduct has repeatedly gone beyond what could be considered normal school yard activity, but instead has risen to the level of harassment and bullying. Your son's harassment has negatively impacted Steven's education and acting career. This will no longer be tolerated.

If your son does not immediately cease and desist from his harassment of Steven, including homophobic slurs, and all other verbal or physical harassment, the Lobmans will take the appropriate steps, including but not limited to, reporting this matter to the police as a hate crime and/or filing a lawsuit for money damages. Although various administrators of the Cold Spring Harbor School District have previously addressed your son's course of conduct, the Lobmans will no longer be limited to the school's efforts as your son has continued to harass and bully Steven, notwithstanding the intervention of the school.

Please be advised that regardless of Steven's sexuality, the use of homophobic slurs can be, and I anticipate will be, deemed to be a hate crime by the appropriate police authorities. Moreover, it is incomprehensible why your son has engaged in harassing and bullying Steven.

LASKY & STEINBERG, P.C.

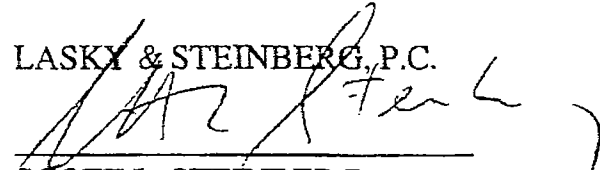
Obviously, the easiest way to avoid any future problems is for your son Ryan to avoid any direct and indirect contact with Steven Lobman. I trust that you join with the Lobmans in the goal of avoiding future problems.

Thank you for your prompt and responsible attention to this matter.

Very truly yours,

LASKY & STEINBERG, P.C.

By:


SCOTT L. STEINBERG

SLS:mm

cc: Mr. Joseph Monastero, Assistant Principal
Cold Spring Harbor Junior High School

Whitney J. Vantine, Ed D Superintendent
Cold Spring Harbor School District

Mr. & Mrs. Matthew Lobman



14 Bad Dogs Have More Fun

Real news items: A Southwest Philadelphia woman was charged with placing duct tape over her 7-month-old son's mouth because he was crying too much. In a separate case, a Bucks County woman was charged with wrapping two foster children and a biological child in duct tape, and her estranged husband was charged with photographing the bound children.

Parenting 101 tip: Yes, it's true that children need certain constraints in their lives. And it's true that duct tape has many useful purposes around the house. But let's keep those two thoughts separate.

Please refer to Disney Defendants Video

NEW YORK TIMES BESTSELLER

Bad Dogs Have More Fun

Selected Writings

on Family, Animals, and Life from

The Philadelphia Inquirer



Google HIGH SCHOOL MISERABLE

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Sonny with a Chance - S 2 E 5 - High School Miserable - Video



www.dailymotion.com/video/x3fy3mq Dailymotion
Nov 26, 2015

Sonny with a Chance - S 2 E 5 - Legend of Candy Face by Sonny with a Chance TV Sonny with a Chance

Demi Lovato - Sonny With a Chance - High School Miserable - YouTube



https://www.youtube.com/watch?v=4PF7Xr8pSYg
May 5, 2013 Uploaded by João Destiny

Demi Lovato - Sonny With a Chance - High School Miserable, João Destiny.
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Sonny With A Chance [S02E05]High School Miserable - YouTube



https://www.youtube.com/watch?v=iUTI-k6UJE
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Sonny With A Chance [S02E05]High School Miserable, Hazel Elias. Subscribe
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Sonny With a Chance - High School Miserable - [Full Music Video



https://www.youtube.com/watch?v=3QFYx73lykM
Apr 18, 2010 Uploaded by MievPartyintheUSA

Sorry for the very low audio :) (Demi Lovato, (Sonny Munroe), Tiffany Thornton, (Tawni Hart), Brandon Mychal

High School Miserable - Sonny With a Chance Wiki - Wikia

sonnywithachance.wikia.com/wiki/High_School_Miserable

"High School Miserable" is the fifth episode of the second season of Sonny With a Chance. He ends up speaking at the high school where the "So Random!" cast is enrolled, much to their dismay. By the end of the episode, Grady tries to send the letter to Mr. Condor but is stopped by "Sonny with a Song". "The Legend of Candy Face" Season: 2 Episode number: 5

Watch Sonny with a Chance Season 2 Episode 5: High School

putlocker.is/watch-sonny-with-a-chance-tvshow-season-2-episode-5-online-free-putlo.
Watch Sonny with a Chance Season 2 Episode 5: High School Miserable (2010) Online Free Full Movie Putlocker

"Sonny with a Chance" High School Miserable (TV Episode 2010)

www.imdb.com/title/tt1635617/ IMDb
Rating: 6.1/10 - 14 votes

After sending a complaint letter to Mr. Condor, Sonny, Tawni, Nico, Grady and Zora are fired and are forced to go to public high school. They try to fit in; with

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Sonny With A Chance Season 2 Episode 5 High School Miserable

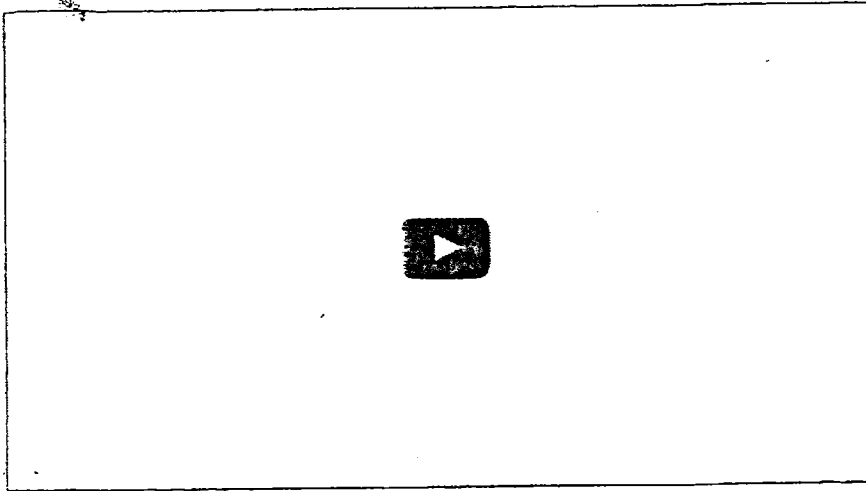
https://tune.pk/video/sonny-with-a-chance-season-2-episode-5-high-school-miserab.
sonny with a chance Season 2 Episode 5 High School Miserable by mattrax boyden 64 views - 2 years ago Sonny With A Chance S02E05 High School Miserable 07:11

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Time to "Get Tough" with high school bullies. All of us have had enough. Something must be done. This song was made to create awareness. Bullying is a real problem in schools across the nation.

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jungle boyman 1 month ago

I think this is a good song and i think katy perry and russel bland suck this song is about bullying and its funny



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Whats wrong with minimum wage?



BabyFingChewer 1 year ago

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G 1 year ago

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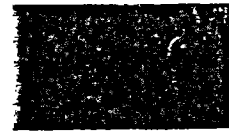


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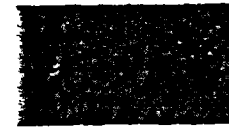
Verbal Bullying in High School

Perry mall
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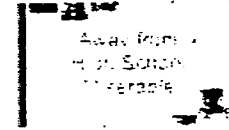
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- crazy credits
- alternate versions
- movie connections
- FAQ

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- release dates
- filming locations
- technical specs

"Sonny with a Chance" High School Miserable (2010)

◀ Prev | 26 of 46 Episodes | Next ▶

Overview

User Rating: **8.9/10** [55 votes](#) ▶

Director: Carl Lauten

Writers: Steve Marmel (creator)
Josh Herman (staff writer)
(more)

Contact: View company contact information for High School Miserable on IMDbPro.

TV Series: "Sonny with a Chance" (2009)

Original Air Date: 18 April 2010 (Season 2, Episode 5)

Genre: Comedy | Family | Romance [See more](#) ▶

Plot: After sending a complaint letter to Mr. Condor, Sonny, Tawni, Nico, Grady and Zora are fired and are forced to go to public high school. They try to fit in; with disastrous results. | [Add synopsis](#) ▶

Plot Keywords: [See more](#) ▶

Cast (Episode Cast) (in credits order)

	Demi Lovato	...	Sonny Munroe
	Tiffany Thornton	...	Tawni Hart
	Sterling Knight	...	Chad Dylan Cooper
	Brandon Mychal Smith	...	Nico Harris
	Doug Brochu	...	Grady Mitchell
	Allisyn Ashley Arm	...	Zora Lancaster

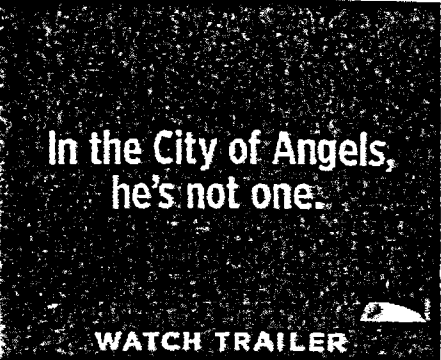
rest of cast listed alphabetically:

	E.E. Bell	...	Principal
	G. Hannelius	...	Dakota Condor
	Emma Hunton	...	Martha
	Michael Kostroff	...	Marshall Pike
	Kat Rogers	...	Cheerleader

Episode Crew
Directed by

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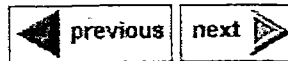
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Public Catalog

Copyright Catalog (1978 to present)

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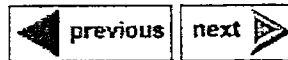
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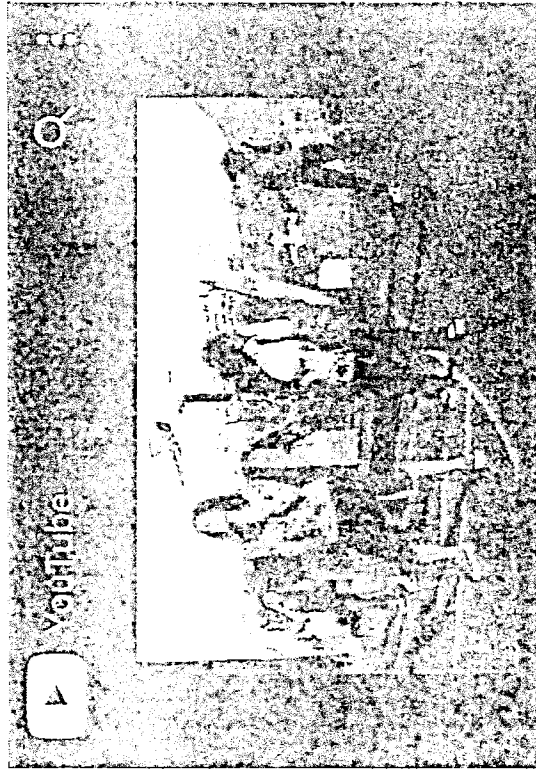
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High School Miserable - Sonny With A Chance (Sunny Entre Estrelas)

AT&T LTE 4:43 PM 84% youtube.com

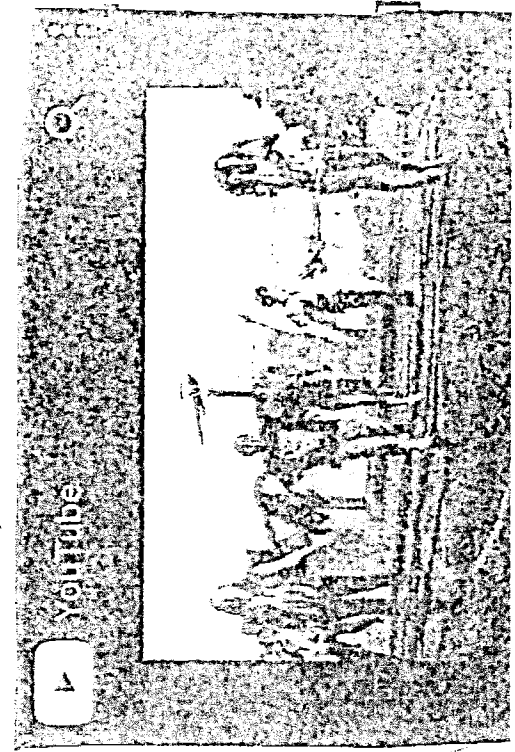


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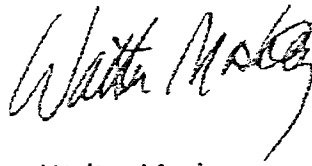
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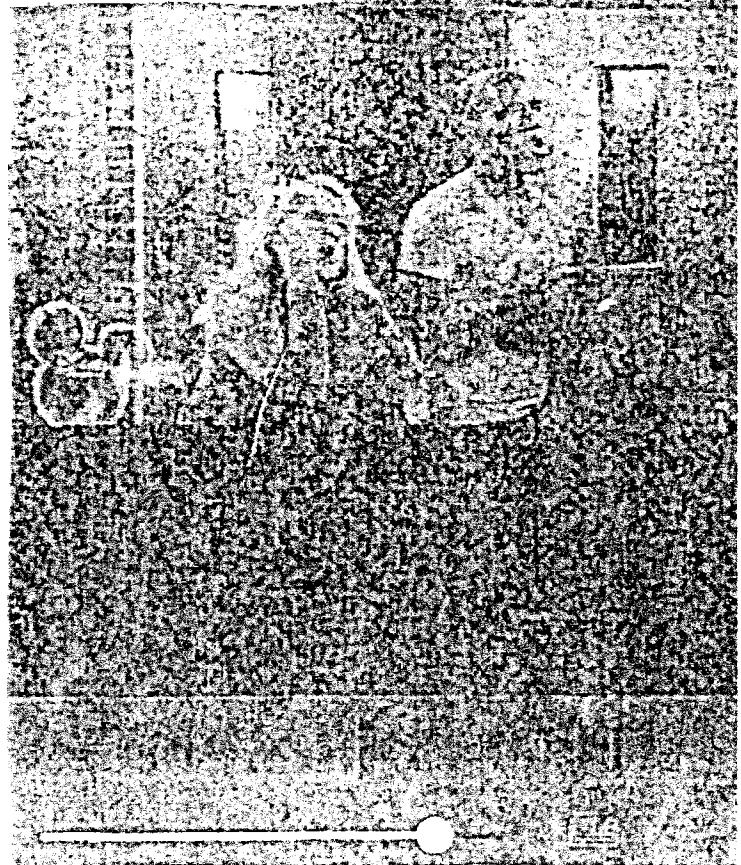
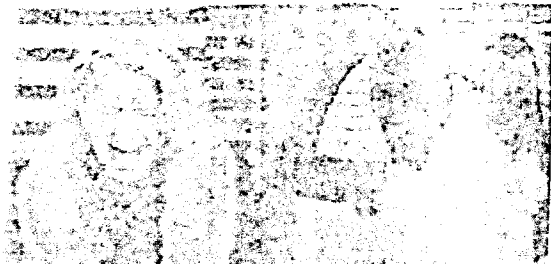
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(310)652-1933

I am writing this letter on behalf of my very talented friend Kenneth Boyman. I have known Boyman for many years and have seen firsthand how his talents can be utilized in the world of Branding, Advertising and Marketing (B.A.M). This ad man extraordinarily brings to the table a combination of profound imagination and fun energy. He gives it to you straight and upfront. This visionary not only thinks outside the box, he kicks your ads so the ideas can flow and take flight.

Please give Boyman an opportunity to work for your company and you will be glad you did.



Walter Moshay
President
(Producer of Pippi Longstocking)




Copyright Claimant: **DISNEY ENTERPRISES, INC.**, Transfer: Assignment. Address: 500 S. Buena Vista St., Burbank, CA, 91521, United States.

Date of Creation: 2010
Date of Publication: 2010-04-18
Nation of First Publication: United States
Authorship on Application: Disney Channel, employer for hire; Domicile: United States. Authorship: Entire motion picture.

Names: Disney Channel
DISNEY ENTERPRISES, INC.

High school miserabile.

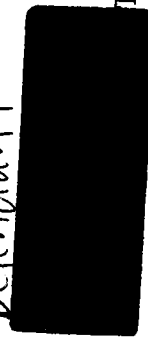
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COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OR WORK
1 TXu001716711	High School Miserable	Kenneth Boyman
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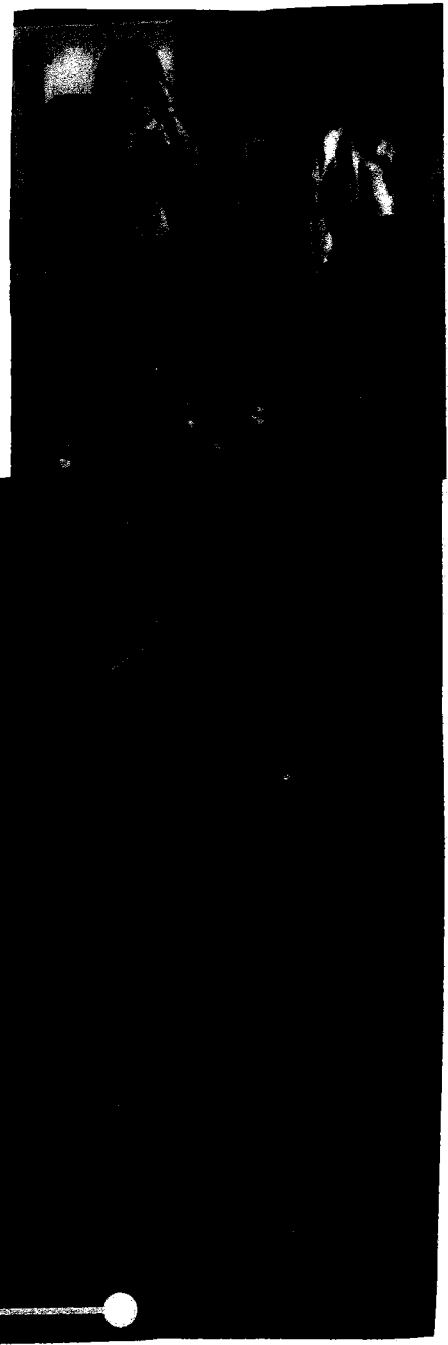
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High School Miserable

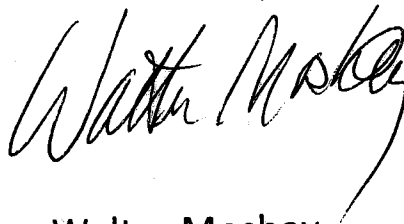
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Walter Moshay
President
(Producer of Pippi Longstocking)

P.S. Call me if you like.



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Sorry for the very low audio.]\Demi Lovato. (Sonny Munroe), Tiffany Thornton, (Tawni Hart), Brandon Mychal ...

High School Miserable - Sonny With a Chance Wiki - Wikia

sonnywithachance.wikia.com/wiki/High_School_Miserable

"High School Miserable" is the fifth episode of the second season of Sonny With a Chance. He ends up speaking at the high school where the "So Random!" cast is enrolled, much to their dismay. By the end of the episode, Grady tries to send the letter to Mr. Condor but is stopped by ...

"Sonny with a Song" "The Legend of Candy Face" Season: 2

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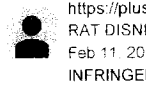
"Sonny with a Chance" High School Miserable (TV Episode 2010 ...

www.imdb.com/title/tt1635617/ IMDb

Rating: 8.2/10 - 34 votes

After sending a complaint letter to Mr. Condor, Sonny, Tawni, Nico, Grady and Zora are fired and are forced to go to public high school. They try to fit in with ...

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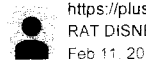
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Receipt #: 647398

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