

PROFESSIONAL UNDERWRITERS AGENCY, INC.

IMPORTANT NOTE: THIS IS CLAIMS MADE AND REPORTED COVERAGE. PLEASE READ THIS POLICY CAREFULLY.

THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY CLAIMS: 1) FIRST MADE DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD IF EXERCISED; AND 2) REPORTED WITHIN THE TIME SPECIFIED IN THE NOTICE PROVISIONS. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY DEFENSE COSTS. DEFENSE COSTS AND LOSS PAYMENTS SHALL BE APPLIED AGAINST THE SELF-INSURED RETENTION AMOUNT.

LAWYERS EMPLOYMENT PRACTICES LIABILITY INSURANCE

PROFESSIONAL UNDERWRITERS AGENCY, INC.

THIS IS A CLAIMS MADE POLICY WITH DEFENSE COSTS INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

DECLARATIONS

LAWYERS EMPLOYMENT PRACTICES LIABILITY INSURANCE

New

Insurance is provided by:

**POLICY
NUMBER:
Renewal of:**

Various Insurers as per attached Several
Liability Notice

NOTICE: THIS IS A CLAIMS MADE POLICY THAT APPLIES, SUBJECT TO ITS TERMS, ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR, IF PURCHASED, ANY EXTENDED REPORTING PERIOD AND REPORTED WITHIN THE SPECIFIED TIME. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY "DEFENSE COSTS" AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION. THESE DECLARATIONS, THE COMPLETED, SIGNED APPLICATION, AND THE POLICY WITH ENDORSEMENTS SHALL CONSTITUTE THE CONTRACT BETWEEN UNDERWRITERS AND THE INSUREDS.

ITEM 1. INSURED FIRM – Name and Principal Address:

ITEM 2. POLICY PERIOD:

From:

To: at 12.01 a.m. both dates at the Principal Address in ITEM 1

ITEM 3. LIMIT OF LIABILITY (inclusive of Defense Costs):

- (a) \$ Maximum Limit of Liability each Claim
- (b) \$ Client Discrimination Limit of Liability
- (c) \$ Punitive, exemplary and multiple damages Limit of Liability
- (d) \$ Maximum aggregate Limit of Liability for all Claims
- (e) NIL Defense-Only Limit of Liability

ITEM 4. SELF-INSURED RETENTION:

\$ Each and every Claim

ITEM 5. PRIOR AND PENDING DATE:

ITEM 6. CONTINUITY DATE:

ITEM 7. PREMIUM:

ITEM 8. AUTHORIZED REPRESENTATIVES:

Julianna Ryan
Kaufman Borgeest & Ryan LLP
99 Park Avenue
New York, NY 10016
jryan@kbrlaw.com
(212) 980-9600 (phone)
(212) 980-9291 (fax)

ITEM 9. SERVICE OF SUIT:

Mendes & Mount
750 Seventh Avenue
New York, NY 10019-6829

ADDITIONAL CLAUSE(S) AND ENDORSEMENT(S) APPLICABLE TO THIS POLICY AND ATTACHED: Please see Table of Endorsements and Clauses

Dated:

Professional Underwriters Agency, Inc.

Correspondent/Authorized Representative

PROFESSIONAL UNDERWRITERS AGENCY, INC.

LAWYERS EMPLOYMENT PRACTICES LIABILITY INSURANCE

Words and phrases that appear in **bold** have special meaning as described in SECTION III.

In consideration of payment of the premium and in reliance upon the statements made in the **Application**, which is made a part of and deemed attached to this **Policy** and subject to the Declarations and the limitations, conditions, provisions, and other terms of this **Policy**, Underwriters and the **Insureds** agree as follows:

I. INSURING AGREEMENT

Underwriters will pay all **Loss** that the **Insureds** become obligated to pay as a result of **Claims** first made against any **Insured** during the **Policy Period**, or the Extended Reporting Period if applicable, and reported in accordance with the notice provisions in Section V(B)(I), for **Wrongful Employment Practices** or **Client Discrimination**.

II. DEFENSE AGREEMENT

Underwriters will defend the **Insureds** against all **Claims** to which this **Policy** applies in accordance with the defense provisions in Section V.A.

III. DEFINITIONS

A. **Application** means all applications, including attachments and submitted materials, for this **Policy** or for any policy of which this **Policy** is a renewal or replacement. All such applications, attachments, and materials are deemed attached to and incorporated into this **Policy**.

B. **Claim** means:

1. a written demand for monetary damages or non-monetary relief, or written notice of an intention to hold an **Insured** responsible for a **Wrongful Employment Practice** or **Client Discrimination**;
2. a charge, complaint or other notice of commencement of federal, state, or local administrative proceedings by or before any agency with authority over the **Firm's** employment practices;
3. the filing of a civil or criminal judicial proceeding;
4. commencement of arbitration;
5. a written request to toll or waive a statute of limitations; or
6. a complaint or grievance filed with a federal, state, county or municipal bar association.

A **Claim** is deemed first made when it is received by an **Insured**.

For purposes of this **Policy**, all **Claims** arising out of the same **Wrongful Employment Practices** or **Client Discrimination** and all **Interrelated Claims** shall be deemed one **Claim** and such **Claim** shall be deemed first made on the date the earliest of such **Claims** is first made.

- C. **Client Discrimination** means any actual or alleged unlawful discrimination, including harassment, or civil rights violation by an **Insured** against any natural person who is not an **Employee**, including a former, current, or prospective client of the **Firm**. **Client Discrimination** shall not include assault or battery.
- D. **Defense Costs** means reasonable and necessary fees, costs, and expenses incurred in the investigation, defense and appeal of any **Claim** pursuant to DEFENSE AGREEMENT Section II; but **Defense Costs** do not include any wages, salaries, fees, expenses, bonuses, or overheads of any **Insured**. **Defense Costs** will also include legal and investigation fees necessary to respond to potential **Claims** identified under Section V.B.2, if incurred at the request and direction of Underwriters.
- E. **Employee** means any individual whose labor or service is engaged by and directed by the **Firm**, whether partners, associates, attorneys in “counsel” or “of counsel” positions, and including all staff members, whether part-time, full-time, seasonal, or temporary. **Leased Employees** are also **Employees** to the extent indemnified by the **Firm**.
- F. **Financial Impairment** means the status or the **Firm** resulting from the appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Firm**.
- G. **Firm** means the organization(s) engaged in the practice of law under the name first listed in Item 1 of the Declarations, whether as a partnership, limited liability partnership, professional corporation, joint venture, association, or otherwise. Predecessor firms listed in Item 1 of the Declarations will be included, but only for **Claims** arising out of conduct by partners, shareholders, or principals of the entity identified in Item 1 as the **Insured Firm**.
- H. **Insured** means the **Firm** and the following individuals acting in their respective capacities as:
1. a partner, shareholder, officer, or principal of the **Firm**;
 2. an **Employee** of the **Firm** who is a lawyer;
 3. a lawyer who is “counsel” or “of counsel” to the **Firm**;
 4. a non-lawyer **Employee**, if the **Firm** requests coverage for such individual at the time the **Claim** is made and provided that coverage for such **Employee** shall cease upon the date Underwriters receive written notification from the **Firm** requesting that coverage be withdrawn;
 5. the estate, heirs, executors, administrators, and assigns of any individual or entity who previously qualified as an **Insured** in the event of such **Insured’s** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise have been covered under this **Policy**; and
 6. the lawful spouse or domestic partner of an **Insured** against whom a **Claim** is made solely by reason of (i) such spouse’s or domestic partner’s legal status as a spouse of the **Insured**, or (ii) such spouse’s or domestic partner’s ownership interest in property which the claimant seeks as recovery for alleged **Wrongful Employment Practices** or **Client Discrimination** by such **Insured**.
- I. **Interrelated Claims** means all **Claims** arising from **Wrongful Employment Practices** and **Client Discrimination** that have as a common nexus any fact, circumstance, situation, events or transactions.

- J. **Leased Employee** means any **Employee** who is leased to the **Firm** to perform work for the **Firm** and over whom the **Firm** controls the means and manner of the work performed.
- K. **Loss** means damages, judgments, settlements, verdicts, and awards, including compensatory damages, back pay, front pay, statutory attorneys' fees, pre-judgment and post-judgment interest, and statutory liquidated damages. Punitive, exemplary, and multiple damages are also **Loss** if such coverage is purchased and indicated by an amount appearing in Item 3(c) of the Declarations, and to the extent insurable under the law of any applicable jurisdiction most favorable to insurability.
- Loss** does not include: (1) civil or criminal fines, penalties, sanctions, or taxes; (2) any amount for which the **Insured** is absolved from payment; (3) stock options or amounts reflecting the value of stock options; (4) amounts owed, or liquidated damages owed, under employment contracts, partnership or **Firm** ownership agreements, or any other type of contract; (5) severance pay; (6) disability, social security, workers' compensation, medical, insurance, retirement or pension benefits, or the equivalent value thereof; (7) the cost to modify any premises or provide any accommodation to any disabled person; (8) the cost of instituting or conducting any policy, program, procedure, or training; (9) the cost of instating or reinstating employment, or complying with any order for, grant of, or agreement to provide, injunctive or non-monetary relief; (10) any relief, whether pecuniary or injunctive, imposed or agreed to in connection with criminal lawsuits or proceedings and (11) matters uninsurable under the law pursuant to which this **Policy** is constructed.
- L. **Policy** means, collectively, the Declarations, the **Application**, this **Policy** form, and any endorsements hereto.
- M. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior cancellation in accordance with Section V.Q of this **Policy**.
- N. **Wrongful Employment Practice** means any actual or alleged
1. violation of any federal, state, or local law or statute or any common law, prohibiting any kind of employment-related discrimination;
 2. harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment and including workplace harassment by non-employees;
 3. abusive or hostile work environment, whether based on gender, race, religion, age, disability, national origin, pregnancy, marital status, or sexual orientation;
 4. wrongful discharge or termination of employment, whether actual or constructive;
 5. breach of an implied employment contract;
 6. wrongful failure or refusal to hire or promote, employment-related misrepresentation, or wrongful demotion;
 7. wrongful failure or refusal to provide equal treatment or opportunities;
 8. employment terminations, disciplinary actions, demotions or other employment decisions that violate public policy or the Family Medical Leave Act or similar state or local law;
 9. defamation, libel, slander, disparagement, false imprisonment, malicious prosecution, or invasion of privacy;

- 10 wrongful failure or refusal to promote, including wrongful failure to advance, grant tenure or offer or grant partnership or shareholder status;
11. wrongful failure or refusal to adopt or enforce adequate workplace or employment practices, policies or procedures;
12. wrongful, excessive or unfair discipline;
13. wrongful infliction of emotional distress, mental anguish, or humiliation;
14. retaliation, including retaliation for exercising protected rights, supporting in any way another's exercise of protected rights, or threatening or actually reporting wrongful activity of an Insured such as violation of any federal, state, or local "whistle blower" law or any disciplinary rule governing lawyers' conduct;
15. violations of the Uniformed Services Employment and Reemployment Rights Act; or
16. negligent hiring or negligent supervision of others, including wrongful failure to provide adequate training, in connection with 1 through 15 above,

but only if employment-related and claimed by or on behalf of an **Employee**, former **Employee**, or applicant for employment, and only if committed or attempted by any of the **Insureds** in their capacity as such.

IV. EXCLUSIONS

Underwriters shall not be obligated to defend, and will not be liable for **Defense Costs** or **Loss** on account of, any **Claim**:

1. for an actual or alleged violation of the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the Employee Retirement Income Security Act of 1974, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state, or local statutory or common law, including any **Claim** alleging, in whole or in part, violation of any federal, state or local wage and hour laws or regulations, whether or not such allegations are made in connection with any governmental or administrative proceedings *provided, however*, 1) this exclusion will not apply to any **Claim** of any actual or alleged retaliatory treatment on account of the exercise of rights pursuant to any such law; and 2) in the event such **Claim** is made by or on behalf of a single plaintiff or claimant and also alleges **Wrongful Employment Practices** otherwise covered by this **Policy**, notwithstanding the provisions of DEFENSE AGREEMENT Section II, Underwriters agree to pay **Defense Costs** and/or **Loss** but solely for that portion of the **Claim** involving such **Wrongful Employment Practices** allegations and subject to all other terms, conditions and exclusions contained in this **Policy**.
2. based upon, arising out of, or attributable to any fact, circumstance, or situation
 - (i) that was the subject of any written notice given under any prior policy;
 - (ii) that was the subject of any prior or pending written demand for monetary damages, administrative or arbitration proceeding or civil or criminal litigation or bar association grievance against any **Insured** as of the Prior and Pending Date identified in Item 5. of the Declarations, or the same or substantially the same fact, circumstance, or situation underlying or alleged therein;
 - (iii) that was identified in any summary or statement of claims or potential claims submitted in connection with the **Application**; or

- (iv) of which any **Insured** who is a partner, principal, shareholder, officer or human resource manager had knowledge prior to the Continuity Date identified in Item 6. of the Declarations.
- 3. for **Client Discrimination** otherwise covered by any **Insured's** professional liability policy or general liability policy;
- 4. arising out of, based upon, or attributable to, the committing in fact of any criminal or fraudulent act on the part of any **Insured** provided, however, that the criminal or fraudulent act of one **Insured** shall not be imputed to any other **Insured** for purposes of this exclusion;
- 5. based upon, arising out of, or attributable to, liability of others assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would have been liable in the absence of the contract or agreement;
- 6. arising out of, based upon, attributable to, or alleging any wrongful act or omission of any **Insured** serving in any capacity other than as a partner, principal, shareholder, officer, lawyer, or **Employee** of the **Firm**; or
- 7. by or on behalf of, or in the name or right of, or for the benefit of, any partner, principal, officer, or shareholder of the **Firm** arising out of a partnership agreement or contract, allocation of shares, ownership interests in the **Firm**, distribution of profits or capital, or any other similar financial relationship among **Insureds**; or
- 8. by a non-**Employee** for bodily injury including assault and battery.

V. GENERAL CONDITIONS AND LIMITATIONS

A. Defense and Settlement

Underwriters shall have the right and duty to appoint defense counsel and defend any **Claim** covered by the **Policy** and such obligation is limited to amounts constituting **Defense Costs**. This includes the right to appeal any judgment with respect to any **Claim** covered in whole or in part by this **Policy** and the expense of appealing such judgment shall be part of **Defense Costs**. Underwriters' duty to defend any **Claim** ceases upon exhaustion of the Limit of Liability, as stated in Item 3(a) of the Declarations, by the payment of **Loss** and/or **Defense Costs**. If Underwriters' duty to defend ceases with respect to any **Claim**, Underwriters shall notify the **Firm** of such situation so that the **Firm** can arrange to take control of the defense of the **Insureds**. Underwriters agree to take whatever steps are necessary to avoid a default judgment during a transfer of control of the defense of any such **Claim**. If the Underwriters do so, the **Firm** agrees to repay the reasonable expenses incurred by Underwriters during the transfer and further agrees that, in undertaking the steps necessary to avoid a default judgment during the transfer, Underwriters have not waived or given up any rights under this **Policy**.

Underwriters may, with the **Firm's** consent, settle any **Claim** for any monetary amount that Underwriters consider reasonable. If the **Firm** does not give consent to such settlement, then any defense duty is extinguished as of the date the **Firm** withheld consent and, in such event, Underwriters' liability for all **Loss**, including **Defense Costs**, on account of such **Claim**, will not exceed: 1) the amount Underwriters could have settled the **Claim** plus **Defense Costs** incurred as of the date Underwriters proposed such settlement; plus 2) 70% of covered **Loss** excess of the proposed settlement as long as 30% is borne by the **Firm** at its own risk and uninsured. This provision shall not apply unless the total **Loss**, including the proposed settlement, would exceed the applicable Self-Insured Retention.

The **Insureds** shall not incur any **Defense Costs**, settle, or offer to settle any **Claim**, assume any contractual obligation, admit liability, voluntarily make any payment or

confess or otherwise consent to any damages or judgments with respect to any **Claim** covered by this **Policy** without the written consent of Underwriters, which shall not be unreasonably withheld. Underwriters shall not be liable for any **Defense Costs**, settlement, assumed obligation, admitted liability, voluntary payment, or confessed damages or judgments to which they have not consented.

The **Insureds** shall provide full cooperation and all information and particulars as may be requested by Underwriters or their Authorized Representatives, as identified in the Declarations, to conduct an investigation, defend a **Claim**, or to reach a settlement of the **Claim**. The **Insureds** agree that in the event of a **Claim**, they will do nothing that may prejudice Underwriters' position or their potential or actual rights of recovery.

B. Notice Provisions

1. Notice of Claim

The **Insureds** will, as a condition precedent to their rights under this **Policy**, give our Authorized Representatives, as identified in the Declarations, written notice of any **Claim** made against the **Insureds** as soon as practicable, but in no event later than ninety (90) days after the **Claim** is first made or ninety (90) days after any Insured who is principal, partner, officer, director, general counsel or human resource manager become aware that the Claim was made. Along with the notice of **Claim**, the **Insureds** will provide our Authorized Representatives, as identified in the Declarations, with copies of all documentation comprising the **Claim** as well as all authorization, cooperation, or assistance as we may require throughout the duration of the **Claim**.

We are not obligated to pay any **Defense Costs** incurred prior to **Claim** notification.

2. Notice of Potential Claim

The **Insureds** may, at their option, provide Underwriters' Authorized Representatives with notice of circumstances that took place prior to the expiration of the **Policy Period**, of which they first become aware during the **Policy Period** or Extended Reporting Period, if purchased, if this **Policy** is cancelled or not renewed, which could give rise to a **Claim** for a **Wrongful Employment Practice** or **Client Discrimination**. The notice must provide a description of the circumstances including the nature of the alleged **Wrongful Employment Practice** or **Client Discrimination**, the nature of the alleged or potential damages, the names of the potential claimants and **Insureds** involved, the manner in which the Insureds first became aware of the circumstances, and the reason the **Insured** believes a **Claim** may be made. If such notice is given within the **Policy Period** or Extended Reporting Period, if purchased, then any **Claim** subsequently arising from such circumstances will be deemed made on the date such notice was given.

C. Limit of Liability

1. Underwriters' maximum liability for **Loss** and **Defense Costs** combined on account of all **Claims** first made during the same **Policy Period** shall be the Limit of Liability for each **Policy Period** set forth in Item 3(d) of the Declarations. **Defense Costs** shall be part of and not in addition to the Limits of Liability set forth in Item 3 of the Declarations, and **Defense Costs** shall reduce such Limits of Liability.
2. Item 3(b) of the Declarations reflects Underwriters' maximum liability for Claims of **Client Discrimination**. Item 3(c) of the Declarations reflects Underwriters' maximum liability for punitive, exemplary, and multiple damages. Neither the amount indicated in Item 3(b) nor the amount indicated in Item 3(c) shall operate to increase the per **Claim** Limit of Liability indicated in Item 3(a) of the Declarations or the aggregate Limit of Liability indicated in Item 3(d) of the Declarations.

3. The Limit of Liability for the Extended Reporting Period, if exercised, shall be part of and not in addition to the Limit of Liability for the **Policy Period**. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability set forth in Item 3(d) of the Declarations, which shall be the maximum liability of Underwriters for all **Loss** and **Defense Costs** on account of all Claims first made during such **Policy Period** and Extended Reporting Period, combined.
4. **Defense Costs** shall be part of, and not in addition to, the Limits of Liability set forth in Item 3 of the Declarations, and **Defense Costs** shall reduce the Limits of Liability. Notwithstanding the other provisions of this Section V, if purchased and indicated in Item 3(e) of the Declarations, an additional Limit of Liability shall apply for coverage of **Defense Costs** only (referred to as the "Defense-Only Limit"). This Defense-Only Limit shall apply to **Defense Costs** in the first instance, leaving the original Limit of Liability as indicated in Item 3(a) of the Declarations to apply second to: (1) **Defense Costs** incurred in excess of, and after exhaustion of, the Defense-Only Limit and/or (2) any **Loss**, such as damages, judgments, settlements, verdicts, and awards, until the original Limit of Liability is exhausted.

In no event shall the Defense-Only Limit apply to **Loss**, and in no event shall Underwriters be obligated to pay more than the original Limit of Liability indicated in Item 3(a) of the Declarations toward **Loss**, even though the combination of Defense-Only Limit and original Limit of Liability can apply toward **Defense Costs**.

In no event shall Underwriters' obligations under the **Policy** exceed the combination of the original Limit of Liability in Item 3 of the Declarations plus the Defense-Only Limit indicated in Item 3(e) of the Declarations. If a Defense-Only Limit is purchased, references in other parts of Section V to "Limit of Liability" shall refer to the combination of the original Limit of Liability and the Defense-Only Limit, subject to all other limitations and conditions of coverage.

Purchase of the Defense-Only Limit shall not alter the Retention obligations of the **Insured**.

D. Self-Insured Retention

1. Underwriters' liability with respect to **Loss** and **Defense Costs** arising from each **Claim** shall apply only to that part of **Loss** and **Defense Costs** in excess of the Self-Insured Retention amount set forth in Item 4 of the Declarations. Such Self-Insured Retention amount shall be applied only against **Loss** and **Defense Costs** and shall be borne by the **Firm** uninsured at its own risk. Underwriters shall have no responsibility to make any payment unless the Self-Insured Retention has been exhausted or unless the **Firm** is unable to meet its uninsured responsibility on account of **Financial Impairment**.
2. The Self-Insured Retention amount applies to each **Claim** or **Interrelated Claims**, regardless of the number of claimants.
3. If, prior to the termination of any **Employee**, the **Firm** obtains and adopts the written advice of legal counsel recommended or approved by us as respects such termination, then the Self-Insured Retention amount stated in Item 4 of the Declarations shall be reduced by 25% for any **Claim** commenced by that **Employee** arising from the events of the termination; *provided, however*, that no such reduction shall apply in connection with those terminations that result from any reduction in force, systematic lay-off or closure of any office you operate.
4. If the **Firm** consents to a settlement of a **Claim** within ten (10) days of the first request by Underwriters to consent and the settlement is accepted by the claimant, then the applicable Self-Insured Retention shall be retroactively reduced by ten

percent (10%). Any consent to the same or another settlement after such time shall not reduce the Self-Insured Retention.

5. In the event of: (1) a determination of No Liability of all **Insureds**; or (2) a dismissal or a stipulation to dismiss a **Claim** without prejudice and without payment by any **Insured**, then the applicable Self-Insured Retention shall be retroactively reduced by an amount up to twenty-five percent (25%) or \$100,000, whichever is less; provided, however, that in the case of (2), any amounts to be returned shall be returned ninety (90) days after the date of dismissal or stipulation as long as the **Claim** is not reinstated (or any other **Claim** which is subject to the same single Self-Insured Retention according to Section V(D) is not brought) within that time, and further subject to an undertaking by the **Firm** in a form acceptable to Underwriters that such amounts shall be paid back to Underwriters in the event the **Claim** (or any other **Claim** which is subject to the same single Self-Insured Retention according to Section V(D)) is brought after such 90-day period and before the expiration of the statute of limitations for such **Claim**.

“No Liability” for purposes of this provision means: (1) a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reasons of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals; or (2) a final judgment of no liability obtained after trial in favor of all **Insureds**, after the exhaustion of all appeals. In no event shall the term “No Liability” apply to a **Claim** made against an **Insured** for which a settlement has occurred.

E. Other Insurance

Except as provided in Subsection IV.3, and unless expressly written to be excess over other insurance, this **Policy** is intended to apply as primary insurance for **Defense Costs** or **Loss** covered by this **Policy**. As to coverage for **Claims** against **Leased Employees**, this **Policy** applies excess of all indemnification and insurance available to any **Insured** from or through the leasing company or staffing firm. As to coverage for **Claims** of **Client Discrimination**, this **Policy** applies excess of all indemnification and insurance that may otherwise be available to any **Insured**. Nothing in this provision shall prevent Underwriters or the **Insureds** from seeking contribution or coverage from any other insurer or indemnitor.

F. Representations and Severability

In issuing this **Policy**, Underwriters have relied upon the statements and representations in the **Application** and upon any declarations and statements in any written application submitted to another insurer with respect to any policy of which this **Policy** is a renewal or replacement. The **Insureds** represent that all such statements and representations are true and shall be deemed material to the acceptance of the risk or the hazard assumed by Underwriters under this **Policy**. This **Policy** is issued in reliance upon such information.

The **Insureds** agree that in the event any such statements or representations are untrue, this **Policy** shall not afford any coverage with respect to any of the following **Insureds**:

1. any **Insured** who knew the facts that were not truthfully disclosed in the **Application**, and
2. the **Firm**, if the individual(s) who executed the Application knew the facts that were not truthfully disclosed.

G. Authorization Clause

By acceptance of this **Policy**, the **Firm** agrees to act on behalf of the **Insureds** with respect to the giving and receiving of notice of **Claim** or cancellation, the payment of premiums, and the receiving of any return premiums that may become due under this

Policy, the agreement to and acceptance of endorsements and the giving or receiving of any notice provided for in this **Policy** and the **Insureds** agree that the **Firm** shall act on their behalf.

H. **Subrogation**

In the event of any payment under this **Policy**, Underwriters shall be subrogated to the extent of such payment to all of the **Firm's** and the **Insured's** rights of recovery. The **Firm** and the **Insureds** shall execute all required papers and do everything necessary to secure and preserve such rights.

I. **Alteration and Assignment**

No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** signed by an authorized representative of Underwriters.

J. **Territory**

Coverage under this **Policy** shall extend to **Wrongful Employment Practices** and **Client Discrimination** taking place and **Claims** made anywhere in the world.

K. **Action Against Underwriters**

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

L. **Arbitration**

Only if requested by the **Insureds**, Underwriters shall submit any dispute, controversy, or claim arising out of or relating to this **Policy** or the breach, termination, or invalidity thereof to final and binding arbitration pursuant to such rules and procedures as the parties may agree. If the parties cannot so agree, the arbitration shall take place in New York and shall be administered by the American Arbitration Association in accordance with its then prevailing commercial arbitration rules. The arbitration panel shall consist of one arbitrator selected by the **Firm**, one arbitrator selected by Underwriters, and a third independent arbitrator selected by the first two arbitrators. In any such arbitration, each party will bear its own legal fees and expenses.

M. **Service of Suit**

In the event the procedures set out in Section V.L do not resolve disputes arising out of or related to this **Policy**, Underwriters, at the request of any **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. Nothing in this Section V.M constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the firm shown under Item 8 of the Declarations, and that in such suit instituted against any of the Underwriters of this **Policy**, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm shown under Item 8 of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request

of any **Insured** to give a written undertaking to such **Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit is instituted.

Further, pursuant to the statute of any state, territory, or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor or successors in office, as their true and lawful attorney, upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of any **Insured** or any beneficiary of this **Policy**, and hereby designate the firm shown under Item 8 of the Declarations as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

N. **Changes in Exposure**

1. If, during the **Policy Period**, the total number of the **Firm's Employees** increases by more than 25%, or ten (10) lawyers, whichever is greater, as a result of the **Firm's** merger(s) with or acquisition(s) of any other law firm, the **Firm** must give Underwriters notice of such increase as soon as practicable but in any event within sixty (60) days. Underwriters will be entitled to impose such amended coverage terms and adjust the premium as we may require.
2. Neither death, bankruptcy nor insolvency of any **Insured**, nor dissolution of the **Firm**, will relieve us of any obligations under the **Policy**.
3. If, during the **Policy Period**, you merge with or are acquired by another firm such that you are no longer the surviving firm, this Policy will continue until its natural Expiration Date as set forth in Item 2. of the Declarations but only with respect to any **Wrongful Employment Practices** and **Client Discrimination** committed before the merger or acquisition.

O. **Extended Reporting Period**

In the event of non-renewal or cancellation of this **Policy**, the **Firm** shall have the right, upon payment of an additional premium of 100% of the annual premium charged for the non-renewed or cancelled **Policy**, to an extension of the coverage available under this **Policy** for a period of twelve (12) months following the effective date of such non-renewal or cancellation, or 150% for a twenty-four (24) month extension, or 175% for a thirty-six (36) month extension, but only with respect to **Claims** otherwise covered by this **Policy** and only for **Wrongful Employment Practices** or **Client Discrimination** taking place prior to the effective date of such non-renewal or cancellation.

A written request for the Extended Reporting Period must be received by Underwriters within thirty (30) days from the effective date of the non-renewal or cancellation. The premium due for the Extended Reporting Period must be received by Underwriters within thirty (30) days of such effective date. The entire premium for the Extended Reporting Period shall be deemed fully earned and non-refundable upon payment.

P. **Non-Renewal**

If Underwriters decide not to renew this **Policy**, we will mail or deliver to the **Firm** written notice of non-renewal not less than sixty (60) days before the expiration date. If the notice is mailed, proof of mailing will be sufficient notice of non-renewal.

Q. **Cancellation**

The **Firm** may cancel this **Policy** by mailing written notice to Underwriters stating when thereafter such cancellation shall be effective. Underwriters may cancel this **Policy** only for non-payment of premium, by mailing written notice to the **Firm** at the address shown in the Declarations, stating when, not less than ten (10) days thereafter, such cancellation

shall be effective. The mailing of such notice shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing. The effective date and hour of cancellation as stated in the notice shall become the end of the **Policy Period**.

If the **Firm** cancels, earned premium shall be computed in accordance with the standard short rate table, but in no event will earned premium be less than twenty-five percent (25%) of the total premium indicated in the Declarations. If Underwriters cancel, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

R. Liberalization Clause

In the event the identical unendorsed policy form is amended by Underwriters subsequent to the inception date of this **Policy** such that the coverage under such identical unendorsed policy form is broader as a result of the amendments, this **Policy** shall be construed to include the broadened coverage.