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Case assigned
to Judge
Conrad

FILED
LOS ANGELES SUPERIOR COURT

MAY 19 2006

JOHN A. CLARKE, CLERK

BY ELIZABETH MARTINEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

LOS ANGELES DODGERS, LLC,
a Delaware limited liability
company,

Plaintiff,

v.

HARTFORD LIFE INSURANCE
COMPANY, a Connecticut
corporation, and DOES 1-50,

Defendants.

CASE NO. BC352635

**COMPLAINT FOR BREACH OF
CONTRACT; DECLARATORY
RELIEF; AND BREACH OF THE
COVENANT OF GOOD FAITH AND
FAIR DEALING**

Plaintiff Los Angeles Dodgers LLC, for its Complaint against the
above-named defendants Hartford Life Insurance Company ("Hartford") and Does
1 through 50, inclusive, alleges as follows:

SUMMARY

1. Plaintiff Los Angeles Dodgers LLC operates the Los Angeles
Dodgers (the "Dodgers"), a Major League Baseball team based in Los Angeles
since 1958. This case arises out of the Dodgers' claim for insurance benefits
owing under an insurance policy issued by defendant Hartford. The policy
promised to insure the Dodgers against the risk of disability of one of its former

1 primary relief pitchers, Paul Shuey. Hartford has failed to pay any portion of its
2 obligations under the policy, leaving more than \$1.7 million of the Dodgers' loss
3 unpaid.

4 BACKGROUND

5 2. In order to compete successfully against other Major League
6 Baseball clubs, the Dodgers endeavor to recruit, develop and retain elite
7 professional baseball players. As in professional sports generally, over the years,
8 the competitive marketplace for such players' services has led to multi-year,
9 multimillion-dollar contracts. These contracts are often made on a "guaranteed"
10 basis: the contract provides that the player will be compensated for his services for
11 the duration of the contract even if he is physically disabled, as the result of a
12 sports injury or otherwise, from performing at the Major League level or at all.

13 3. Teams that enter into such guaranteed contracts face exposure
14 to paying millions of dollars in salary to players who become temporarily unable to
15 play for months or even years or, in some cases, are permanently disabled from
16 continuing their baseball careers. Like other Major League Baseball teams (and
17 other professional sports organizations), the Dodgers sometimes seek to protect
18 themselves from such risks by insuring their obligations under such guaranteed
19 player contracts. By transferring to an insurance company the risk of having to pay
20 a disabled player under a guaranteed contract, the club obtains the assurance that
21 the disability of a highly-paid player will be mitigated by the insurer's payment of
22 a portion of the club's loss.

23 4. In 2002, through a trade with the Cleveland Indians, the
24 Dodgers acquired Paul Shuey, at that time generally regarded as one of the most
25 talented and effective "set-up" relief pitchers in Major League Baseball. Mr.
26 Shuey's contract with the Indians, which on an annual basis paid Mr. Shuey \$2.75
27 million in 2002 and \$3.25 million in 2003 and 2004 on a guaranteed basis, was
28 assigned to the Dodgers on July 28, 2002.

1 5. In order to protect themselves against the risk that Mr. Shuey
2 became disabled from performing during the period of his contract, the Cleveland
3 Indians had purchased coverage under a policy of insurance issued by defendant
4 Hartford Life Insurance Company ("Hartford"). In conjunction with Mr. Shuey's
5 trade to the Dodgers, the Hartford policy was assigned to the Dodgers, also
6 effective from 12:01 a.m. July 28, 2002 forward. The Hartford policy thus
7 provided generally that in the event Mr. Shuey became temporarily or permanently
8 disabled from performing his profession as a Major League Baseball pitcher,
9 Hartford would reimburse the Dodgers a specified sum for each day of that
10 disability, subject to various terms and conditions.

11 6. During the 2003 baseball season -- his first full season with the
12 Dodgers -- Mr. Shuey experienced severe pain in his right hip joint while pitching.
13 Despite this discomfort, Mr. Shuey was able to pitch effectively, and maintain his
14 fastball in the mid-90 mph range, during the 2003 season. Toward the end of the
15 season, however, the pain in his hip increased and began to affect his performance.
16 On August 13, 2003, a highly regarded orthopedic surgeon examined Mr. Shuey's
17 hip and recommended that he undergo arthroscopic surgery after the conclusion of
18 the 2003 season.

19 7. On October 3, 2003, Mr. Shuey had surgery on his right hip to
20 repair a detached labrum and correct defects in the head of his femur. Shortly
21 thereafter, Mr. Shuey began a rehabilitation program in order to prepare his hip for
22 the 2004 season.

23 8. Mr. Shuey attended the Dodgers' 2004 spring training camp,
24 which began in February 2004. Despite his off-season surgery and his
25 rehabilitative efforts in the fall and winter, he experienced intense pain in his hip
26 when he tried to participate in baseball activities. Due to the condition of his hip,
27 Mr. Shuey could not pitch near the velocity he maintained in 2003; his pitches
28 were generally not effective; he could not adequately field at his position; and he

1 could not run.

2 9. Due to the condition of Mr. Shuey's hip and his resulting
3 limited capabilities, the Dodgers concluded in the course of the 2004 preseason
4 that he was disabled from pitching at the Major League level, and would be placed
5 on the disabled list at the outset of the 2004 regular season. However, because Mr.
6 Shuey, a highly motivated professional athlete, was eager to compete for a place on
7 the Dodgers' roster and was making every effort to recover his prior pitching form,
8 the Dodgers permitted him to continue participating in spring training.

9 10. On March 31, 2004, Mr. Shuey attempted to participate in a
10 spring training pitcher fielding drill that required him to run from the pitcher's
11 mound to first base and catch a relay throw from second base (in baseball parlance,
12 a "3-6-1 double play"). However, the condition of his hip limited his mobility and
13 he was unable to keep up with the pace of the drill. As a result, he was caught out
14 of position, and was forced to duck to avoid a thrown baseball, at which point his
15 right hip and leg gave way and he fell to the ground, injuring his right thumb. The
16 injury to his thumb prevented Mr. Shuey from properly gripping and pitching a
17 baseball at a professional level.

18 11. After his thumb fully healed, Mr. Shuey was still unable to
19 perform at a Major League level due to the condition of his hip. Although he
20 continued to attempt to rehabilitate his hip by pitching in minor league intra-squad
21 games and rookie league games, he experienced significant pain and was
22 ineffective even at those lower levels of competition. In July 2004, Mr. Shuey had
23 another surgery on his right hip inserting a titanium cap into the head of his femur.
24 He was unable to pitch again in 2004, and ultimately was never able to return to
25 Major League play. He reluctantly retired in 2005.

26 12. The Dodgers sought coverage under the Hartford policy for
27 amounts paid to Mr. Shuey under his contract during the period of his disability
28 through the end of the 2004 regular baseball season. Hartford apparently contends

1 that Mr. Shuey's efforts to rehabilitate his hip and return to his team during spring
2 training 2004 suggest that he was not "Totally Disabled," as defined in the
3 Hartford policy, prior to March 30, 2004; that any period of disability following
4 March 31, 2004 may be attributed to Mr. Shuey's thumb injury and is therefore not
5 covered under its policy; and that the Dodgers have failed to produce adequate
6 evidence that Mr. Shuey's total disability was in fact due to his hip injury.

7 13. The Dodgers paid Mr. Shuey in excess of \$1.7 million in salary
8 covered by Hartford under his contract during his period of total disability during
9 the 2004 season. Hartford has not reimbursed the Dodgers any portion of that
10 amount. The Dodgers accordingly bring this action to recover the insurance
11 proceeds Hartford owes, together with interest and their other recoverable
12 damages.

13 THE PARTIES

14 14. Plaintiff Los Angeles Dodgers LLC is a Delaware limited
15 liability company with its principal place of business in Los Angeles, California,
16 which operates the Dodgers Major League Baseball franchise.

17 15. The Dodgers are informed and believe, and on that basis allege,
18 that defendant Hartford is, and at all times material to this action was, a
19 Connecticut corporation with its principal place of business in Simsbury,
20 Connecticut, and transacting the business of insurance in the State of California.

21 16. The Dodgers are ignorant of the true names and capacities of
22 defendants Does 1 through 50, inclusive, at the time of the filing of this complaint,
23 and therefore sue such defendants by said fictitious names. The Dodgers will seek
24 leave to amend this complaint to state their true names and capacities as and when
25 the same are ascertained. The Dodgers are informed and believed and on that basis
26 allege, however, that at all relevant times, each of the Doe defendants was acting as
27 the agent of each other defendant, and was at all times acting within the scope of
28 such agency, with the approval and ratification of each of the remaining

1 defendants, and/or in some manner or means aided and abetted, or acted by
2 agreement and in concert with, the other defendants in connection with the
3 conduct, transactions and occurrences alleged herein.

4 **FIRST CAUSE OF ACTION**

5 **(Breach of the Policy -- against Hartford)**

6 **The Policy**

7 17. The Dodgers refer to and incorporate by reference the
8 allegations contained in paragraphs 1 through 16 of this Complaint as though fully
9 set forth herein.

10 18. Effective March 30, 2001, Hartford issued its policy number
11 AGP-1996-01 (the "Policy") to the "Trustees of the Hartford Professional Sports
12 Insurance Trust" for the benefit of the Cleveland Indians baseball club.

13 19. Effective July 28, 2002, the Cleveland Indians assigned all of
14 their rights under the Policy to the Dodgers. As a result, from that date continuing
15 through March 30, 2004, the Dodgers, as a "Participating Organization," became
16 insured under policy number AGP-1996-01 with respect to the risk of disability of
17 Paul Shuey. The terms of coverage applicable to the Dodgers' employment of Mr.
18 Shuey are evidenced by the policy documents attached hereto as Exhibit A

19 20. Hartford promised to indemnify the Dodgers against loss
20 resulting from Mr. Shuey's total disability, as defined in the Policy, according to
21 the Policy's terms and conditions.

22 **The 2003 Hip Injury and Resulting Total Disability**

23 21. Mr. Shuey's period of Total Disability, as defined by the
24 Policy, began on October 3, 2003 and continued through the end of the 2004
25 regular season on October 3, 2004. The 90-day "Waiting Period" under the Policy
26 was accordingly satisfied during the 2004 season.

27 22. Following the surgery on his hip on October 3, 2003, Mr.
28 Shuey engaged in diligent rehabilitation efforts during the off-season to prepare to

1 pitch for the Dodgers in 2004. Despite these efforts, Mr. Shuey's condition in the
2 2004 preseason was that of a post-operative athlete who was unable to regain either
3 his own prior level of performance or that otherwise required to perform as a
4 Major League pitcher.

5 23. The Policy provides that:

6 Benefits will remain in effect after the Expiration
7 Date of Coverage if:

8 (a) the Sports Professional's Total Disability
9 commenced during the Coverage Period;

10 (b) the Maximum Benefit has not been exceeded;
11 and

12 (c) coverage has not been terminated for non-
13 payment of premium.

14 Accordingly, although the Policy lapsed on March 30, 2004, Mr. Shuey's hip
15 injury was covered under the Policy for the entire 2004 regular season, because the
16 period of his Total Disability began during the coverage period.

17 **The Dodgers' Claim for Policy Benefits for the 2003 Hip Injury**

18 24. The Dodgers notified Hartford of Mr. Shuey's hip injury, and
19 the resulting possibility of a claim under the Policy in July 2004.

20 25. In a letter dated October 15, 2004, Hartford acknowledged its
21 receipt of the claim. Hartford acknowledged that the Policy provided total
22 disability coverage resulting from injury while Mr. Shuey's services were covered
23 under the Policy, and that coverage under the Policy began on March 30, 2001 and
24 expired on March 30, 2004. Hartford failed, however, and continues to refuse, to
25 make any payment under the Policy for the period of total disability resulting from
26 the hip condition from which Mr. Shuey was suffering on and following October 3,
27 2003. Hartford contends that it has no such obligation absent proof to its
28 satisfaction that Mr. Shuey would have been disabled for some period following
March 30, 2004, due solely to his hip injury -- in other words, absent proof to its
satisfaction that he would have been disabled following March 30, 2004, even if he

1 had not suffered his thumb injury on or about March 31, 2004.

2 26. Hartford has evidence in its possession establishing Mr.
3 Shuey's total disability as a result of his hip injury. That evidence includes,
4 without limitation, Mr. Shuey's own testimony under oath; contemporaneous
5 evidence, including the recorded evaluations of Dodger and third-party observers,
6 of Mr. Shuey's inability to pitch at the Major League level; and the fact that Mr.
7 Shuey, even after undergoing further hip surgery in 2004, was never able to play
8 again for a Major League Baseball team. Hartford at this time has no reasonable
9 basis for believing that Mr. Shuey was other than totally disabled by his hip injury
10 during the 2004 pre-season and regular season.

11 27. Among other things, Hartford's consideration of the Dodgers'
12 claim reflects an interpretation of the Policy's definition of the term "Total
13 Disability" and its incorporated term "Participating in his Occupation" that is so
14 literal as to deprive the term of reasonable meaning. Under Hartford's reading of
15 the Policy, a player rendered unable to play baseball at the Major League level --
16 the circumstance that the Policy was ostensibly issued to cover -- could fail to
17 qualify for under the Policy if he was still capable of playing amateur or
18 recreational baseball.

19 28. Hartford received payment of the full premium it charged for
20 the Policy.

21 29. The Dodgers have complied with all other terms and conditions
22 of the Policy required on their part to be performed and whose performance is not
23 otherwise excused.

24 30. By failing to make timely, or any, payment of the proceeds due
25 under the Policy, and instead conditioning such payment upon the receipt of still
26 further evidence that Mr. Shuey suffered "continuing disability from the hip
27 problem separate and apart from the thumb injury" after March 30, 2004, Hartford
28 has breached the contract represented by the Policy.

1 31. As a proximate result of Hartford's breach of the Policy, the
2 Dodgers have been damaged in the amount of \$1,700,000.10, representing 91 days
3 of disability at \$18,681.32 per day, plus interest on the funds owing at the legal
4 rate.

5 32. The Policy provides that either party may make a written
6 demand for arbitration of certain disputes under the policy. The Dodgers
7 accordingly demand arbitration of their First Cause of Action, reserving meanwhile
8 all of their other rights, including the right to pursue their Third Cause of Action
9 before this Court, and the right to have this Court resolve any dispute concerning
10 the arbitrability of all claims between the parties.

11 **SECOND CAUSE OF ACTION**

12 **(Declaratory Relief -- against Hartford)**

13 33. The Dodgers incorporate by reference the allegations contained
14 in paragraphs 1 through 32 of this Complaint as though fully set forth herein.

15 34. In the alternative, in the event that Hartford is not found to be
16 currently in breach of its obligations under the Policy, the Dodgers seek a
17 declaration establishing their entitlement to coverage under the Policy for the full
18 term of Mr. Shuey's disability during the 2004 Major League Baseball Season,
19 subject to the applicable Waiting Period.

20 35. The Policy provides that either party may make a written
21 demand for arbitration of certain disputes under the policy. The Dodgers
22 accordingly demand arbitration of their Second Cause of Action, reserving
23 meanwhile all of their other rights, including the right to pursue their Third Cause
24 of Action before this Court, and the right to have this Court resolve any dispute
25 concerning the arbitrability of all claims between the parties.

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THIRD CAUSE OF ACTION

**(Breach of the Covenant of Good Faith and Fair Dealing --
against All Defendants)**

36. The Dodgers incorporate by reference the allegations contained in paragraphs 1 through 35 of this Complaint as though fully set forth herein.

37. Hartford's continuing failure to pay benefits under the Policy is unreasonable, and reflects Hartford's failure to give at least equal regard to the interests of the Dodgers in obtaining payment of the subject insurance benefits as Hartford gave to its own interests in avoiding payment, in breach of the implied covenant of good faith and fair dealing.

38. Without limitation, Hartford has breached the covenant of good faith and fair dealing:

(a) by refusing to pay the Dodgers' claim under the Policy without a reasonable basis for that refusal;

(b) by failing to apply the Policy in a reasonable, evenhanded manner in light of all of the evidence available, including without limitation applying the Policy in a manner that construes a professional baseball player's being "physically able to play his sport" in so literal a manner as to deprive it of reasonable meaning;

(c) by conducting its claim investigation and evaluation with the purpose of avoiding, rather than finding, coverage for the Dodgers' loss under the Policy;

(d) by interpreting the Policy in a manner that depends upon the assignment of meaning to policy terms which, under a reading of the Policy as a whole and in view of the Policy's purposes, they do not reasonably bear;

(e) by leading the Dodgers to believe that benefits would be paid upon the furnishing of certain evidence of covered loss when, on information and belief, Hartford had no intention of making payment even in the event such

1 evidence was provided;

2 (f) by refusing to communicate fully, truthfully and candidly with
3 the Dodgers concerning the reasons for Hartford's continuing refusal to make
4 payment of their claim; and

5 (g) on information and belief, by delegating in whole or in part the
6 investigation, evaluation and/or final determination of the Dodgers' claim to third
7 parties, including persons with whom the Dodgers are not in privity of contract
8 and/or who were not qualified to undertake those activities.

9 39. Without limiting the generality of the foregoing, Hartford's
10 conduct in breach of the covenant of good faith and fair dealing includes:

11 (a) failing to conduct a timely and thorough investigation of the
12 Dodgers' claim, as evidenced by way of example by Hartford's belated requests in
13 April 2006, nearly two years after being notified of the claim, for information that
14 a reasonable investigation would have included in its initial stages or at a much
15 earlier time;

16 (b) repeatedly asserting facts regarding the Dodgers' response to its
17 requests for information that Hartford knew were untrue, in an effort to intimidate
18 the Dodgers and delay resolution of their claim;

19 (c) refusing to respond to the Dodgers' specific request for a
20 statement of the grounds on which Hartford continues to question the conclusion
21 that Paul Shuey was "Totally Disabled" within the meaning of the Policy;

22 (d) falsely asserting, in an effort to intimidate the Dodgers and
23 delay resolution of their claim, that the Dodgers had impaired Hartford's collection
24 of historical medical records from Mr. Shuey's treating physicians, when Hartford
25 in fact had already requested those records more than 18 months earlier; and

26 (e) repeatedly insinuating that the Dodgers have failed to cooperate
27 in Hartford's investigation by failing to provide information in their possession, or
28 by misleading Hartford, without any basis in fact for its insinuations.

40. Hartford's improper object in so conducting itself was, on information and belief, at all times to delay, and if possible in whole or in part avoid, payment of the Dodgers' legitimate claim for insurance benefits.

41. The Dodgers are informed and believe and thereon allege that defendants Doe 1 through Doe 50, inclusive, knew of Hartford's wrongful conduct as hereinabove alleged, and conspired with, aided, abetted and/or induced Hartford to engage in such conduct.

42. As a proximate result of Hartford's conduct, the Dodgers have suffered damage as herein alleged, and have incurred substantial additional costs, including but not limited to their attorneys' fees, expenses and costs incurred in seeking to mitigate and remedy Hartford's breach of contract by the filing and conduct of this action and otherwise, in an amount as yet to be ascertained, all to be proved at or before the time of trial.

43. Hartford's conduct with respect to the aforementioned acts and omissions was fraudulent, oppressive, and on information was undertaken with malice. The Dodgers further allege on information and belief that the officers, directors, and/or managing agents of Hartford, and of those of defendants Doe 1 through Doe 50, inclusive, who are not natural persons, directed, or were aware of and ratified, such conduct, such that the conduct of their respective employees and agents is properly imputed to such defendants themselves.

44. By reason of the foregoing, the Dodgers are entitled to recover, in addition to their actual damages, damages for the sake of example, to punish the defendants for their misconduct in this matter, and to deter any such future misconduct.

PRAYER FOR RELIEF

Wherefore, the Dodgers pray for judgment as follows:

On their First Cause of Action:

1. For an order compelling arbitration of such cause of action;

2. For an arbitral award of compensatory damages in the amount of \$1,700,000.10 resulting therefrom;

On their Second Cause of Action:

3. For an order compelling arbitration of such cause of action;

4. For an arbitral award declaring that the Dodgers are entitled to coverage under the Policy for the full term of Mr. Shuey's disability during the 2004 Major League Baseball Season, subject to the applicable Waiting Period;

On their Third Cause of Action:

5. For compensatory damages in the amount of their costs, fees and expenses incurred as a result of their efforts to reduce or avoid their damages as a result of defendant's conduct, including without limitation all amounts expended in pursuit of this action, as proven at or before trial;

6. For exemplary and punitive damages, to punish defendants and to deter future misconduct by defendants and persons who are similarly situated;

On All of their Causes of Action:

7 For their costs of suit incurred herein, including their reasonable attorneys' fees;

8. For prejudgment and postjudgment interest at the legal rate on all sums awarded; and

9. For such other and further legal, equitable or other relief as this Court may deem just and proper.

Dated: May 19, 2006

LATHAM & WATKINS LLP
G. Andrew Lundberg
T. Ian Graham

By 
T. Ian Graham

Attorneys for Plaintiff
Los Angeles Dodgers, LLC



Hartford Life

HARTFORD LIFE INSURANCE COMPANY

Simsbury, Connecticut

(A stock insurance company, herein called the Company)

Will pay benefits according to the
conditions of the Policy.

Signed for the Company

Shonda Hadwin
Vice President

[Signature]
Vice President

Policy Number: AGP-1996-01

Policyholder Name: Trustees of the Hartford Professional Sports Insurance Trust

Policyholder Address: Crestar Bank
1445 New York Avenue
Washington, D.C. 20005

Policy Effective Date: July 1, 1998

Policy Anniversary: July 1 of each year beginning 1999

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HARTFORD LIFE INSURANCE COMPANY
Simsbury, Connecticut



Hartford Life

SCHEDULE

AGP-1996-01

Trustees of the Hartford Professional Sports
Insurance Trust

Organization:
Organization:

Cleveland Indians
2401 Ontario Street
Cleveland, OH 44115

Anal:

Paul Shuey

ification Number:

36290

ge:

March 30, 2001

age:

March 30, 2004

Premiums:

Premiums continue to be due during periods
of Total Disability.

Coverage is not provided for any part of
the period of Total Disability which continues
beyond the last day for which Premium is paid.

Payable in Installments of:

\$271,125 payable on March 30, 2001;
\$210,074 payable on April 1, 2002; and
\$142,453 payable on April 1, 2003.

Policy Benefits:

Temporary Total Disability Benefit
Injury or Sickness:
24 Hour, Worldwide, Coverage

The following Amounts of Benefit are payable per
Regular Season day for covered losses after the
Waiting Period has been satisfied.

<u>Season</u>	<u>Daily Benefit (85%)</u>
2001	\$ 9,340.66
2002	\$15,178.57
2003	\$18,681.32
2004	\$18,681.32

*Maximum Benefit:

638 Regular Season days after the Waiting Period.

*The Maximum Benefit will reduce by (1) day for
each day of the Regular Season the Sports
Professional's Employment Contract has been in
force before the start of Total Disability.

Waiting Period:

90 Regular Season days, 45 of which must be consecutive,
the total of which must be accrued within two (2) Regular
Seasons of play.



Hartford Life

SCHEDULE
(continued)

Sports Professional I.D. Number: 36290

Break in Disability: 90 Regular Season days

Major League Rehabilitation Period: 10 Regular Season days or 2 Regular Season games,
whichever first occurs.

Percentage Payable for Major League
Rehabilitative Assignment: 50% of the Total Disability Amount of Benefit

Minor League Rehabilitation Period: 60 Regular Season days

Percentage Payable for Minor League
Rehabilitative Assignment: 100% of the Total Disability Amount of Benefit

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PARTICIPATING ORGANIZATIONS

Policyholder means Trustees of the Hartford Professional Sports Insurance Trust.

Participating Organization means the Organization, team, or advertising sponsor that has an Employment Contract in force or under negotiation with a Sports Professional. The Organization must become a participant under the Hartford Professional Sports Insurance Trust. The name of the Participating Organization is shown in the Schedule.

Data Furnished by Participating Organization: Upon request, the Participating Organization or its designee must give Us information, when and in the manner We ask, to administer the insurance provided by the Policy.

Participating Organization Termination Date: A Participating Organization will cease to be covered on the first to occur of:

- a) the date requested by the Participating Organization but not prior to Our receipt of the request; or
- b) the termination date of the Policy.

PREMIUM PROVISIONS

Premiums: Premiums are stated in the Schedule. Premiums for the insurance on each Sports Professional's services are based on:

- a) the Sports Professional's Occupation;
- b) Policy Benefits that apply to the loss of the Sports Professional's services.

The Premiums for each Participating Organization are the sum of the Premiums for each Sports Professional whose services the Organization elects to insure under the Policy. The Premium for the Policy is the sum of the Premiums for all Organizations that have elected to participate in the Policy.

Premium Due Dates: The first premium for each Participating Organization is due on the date the Organization elects to participate under the Policy by insuring a Sports Professional's services. After that, each Participating Organization's premium is due on the date shown payable in the Schedule.

Grace Period: A Grace Period of 31 days from each Premium Due Date is allowed each Participating Organization for payment of each premium due after the initial premium. The Organization's insurance on its Sports Professional's services will be continued during the Grace Period. The Grace Period will not continue coverage beyond a date stated in the Termination Provision.

Policy Payment: The Premium for each Participating Organization is to be paid to Us by the Organization, but may be paid to Us by any other person according to a mutual agreement among the other person, the Organization and Us.

CONTRACT PROVISIONS

Entire Contract: The entire contract between the Trustees of the Hartford Professional Sports Insurance Trust and Us consists of:

- a) the Policy, the Schedule(s), any Rider(s), and any other forms made a part of the Policy; and
- b) any Personal and Health Statements submitted by Sports Professional(s) and accepted by Us in connection with the Policy.

All statements made by the Policyholder, a Participating Organization, or by a Sports Professional whose services are insured under the Policy, will be deemed representations and not warranties.

No statement made to effect this insurance will:

- a) void the insurance; or
- b) reduce benefits;

unless it is in writing and signed by the Policyholder, the Participating Organization or the Sports Professional whose services are insured.

Changes: We reserve the right to make changes in the Policy. We will give the Policyholder 30 days advance written notice of any change. No agent has authority to change or waive any part of the Policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made a part of the Policy. If a change would limit coverage prior to the Expiration Date of a Participating Organization's coverage on a Sports Professional's Employment Contract, the Organization's coverage with respect to that Sports Professional will not be changed.

Time Periods: All periods begin and end at 12:01 A.M., Standard Time at the place where the Policy is delivered.

Clerical Error: Clerical error (whether by the Policyholder, the Plan Administrator, or us) in keeping the records having to do with the Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by the Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and the Policy.

Discontinuance of the Policy: If the Trustee of the Hartford Professional Sports Insurance Trust (Crestar Bank) cancels the Policy while a Sports Professionals services are insured under it, We will continue any coverage then in force through another trust that We have established for that purpose.

We may also discontinue the Policy for non-payment of premium effective on the Premium Due Date the Policy premium is not paid, subject to the Grace Period.

Not in Lieu of Worker's Compensation: The Policy does not satisfy any requirement for worker's compensation insurance.

Conformity with Law: If any provision of the Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

Examination Under Oath: We have the right to examine under oath, as often as We may reasonably require, the Sports Professional or the Participating Organization's representative. We may also require the Sports Professional or the Participating Organization to provide a signed description of the circumstances surrounding the Sickness or Injury and their interest in the loss. The Sports Professional and the Beneficiary will also produce all records and documents required by Us, and must permit Us to make copies of such records or documents.

DEFINITIONS

Employment Contract means an Eligible Sports Professional's written employment agreement with a Participating Organization, provided the agreement is in force, or in the process of negotiation with the Organization on the effective date shown for that Sports Professional in the Schedule.

Felony means any crime:

- a) which is defined as a felony by the laws of the jurisdiction where it occurred; and
- b) which results in a Sports Professional's conviction of a felony.

Injury means bodily injury resulting from an accident.

Occupation means the Sport or Athletic Activity specified by the Sports Professional's Employment Contract with the Participating Organization.

Off-Season means any period of time other than the Regular Season or Post-season as defined.

One Injury means all injuries to the Sports Professional which result from any one accident.

Participate in his Occupation means that the Sports Professional:

- a) is on the active roster of the professional sports team for which the Sports Professional is contractually obligated to play; or
- b) is dressed, available, or physically able to play his or her sport.

Physician means a person who is:

- a) licensed to practice medicine and prescribe and administer drugs or perform surgery; and
- b) legally qualified as a medical practitioner operating within the scope of his or her license;

other than a physician or surgeon who is related to the Sports Professional by blood or marriage.

Post-Season means the contiguous period immediately following the Regular Season during which Playoff games are scheduled for teams involved in competing for a Championship title.

Regular Season means the first to the last day of the regular playing season of the League in which the Sports Professional plays during which the scheduled games are played by all League Teams, including the period during which the Sports Professional's team plays at the end of the Regular Season to break a tie and determine which team will participate in the scheduled Post-Season playoffs.

Sickness means a Sports Professional's illness or disease.

Sports Professional means each Sports Professional named in the Schedule:

- a) whose Personal and Health Statement is acceptable to Us;
- b) whose services are insured under the Policy by a Participating Organization; and
- c) whose Employment Contract is in force or under negotiation with the Organization.

DEFINITIONS

(continued)

Total Disability or Totally Disabled means disability which:

- a) is the result of the Injury or Sickness of a Sports Professional whose services are insured under the Policy;
- b) wholly and continuously prevents the Sports Professional from Participating in his Occupation subject to the Break in Disability;
- c) causes the Participating Organization to lose the services of the Sports Professional during the Waiting Period and the period for which Total Disability Benefits are payable; and
- d) requires the Sports Professional to be under the regular care of a Physician.

Waiting Period means the period of time at the beginning of a period of Total Disability which must elapse before benefits are payable. The Waiting Period:

- a) begins at the onset of Total Disability (however, when Total Disability commences during the off-season, the Waiting Period begins on the first day of the next Regular Season);
- b) is satisfied when the Sports Professional has been continuously Totally Disabled for the period of time stated in the Schedule, subject to the Break in Disability.

We, Our, or Us means the company named on the face page of the Policy.

Written Request means any form provided by Us for the particular request.

11-11 000000 11-11

PERIOD OF COVERAGE

Effective Date: The Participating Organization's Effective Date of Coverage on a Sports Professional's services is shown in the Schedule, subject to timely payment of premium.

Request for Change in Coverage: If We receive a Written Request for a change in coverage that is allowed under the terms of the Policy, the change will become effective on a date mutually agreeable to the Participating Organization and Us. If the Request increases coverage, the amount of the increase will be subject to the submission of evidence of insurability acceptable to Us.

Termination: The Participating Organization's coverage on a Sports Professional's services will terminate on the first to occur of:

- a) the date the Participating Organization fails to pay any required premium contribution, subject to the Grace Period;
- b) the Expiration Date of Coverage as shown on the Schedule; or
- c) the date the Participating Organization's Employment Contract with the Sports Professional expires, cancels, is rescinded or made legally null and void.

Termination will be without prejudice to any claim which originated prior to the Effective Date of Termination except that We will not extend coverage beyond a date for which premium has not been paid.

2025-0000 10-10

**PROFESSIONAL SPORTS STOP LOSS COVERAGE
INJURY OR SICKNESS TEMPORARY TOTAL DISABILITY BENEFIT**

If a Sports Professional becomes Totally Disabled as the result of an Injury or Sickness while his services are covered under the Policy. We will pay the Amount of Benefit due for the period of Total Disability.

We will not pay benefits for any part of a period of Total Disability that:

- a) is applied to the Waiting Period; or
- b) exceeds the Maximum Benefit.

No time will be counted toward the Waiting Period nor will Total Disability Benefits be payable during:

- a) the Off-Season;
- b) suspension or cancellation of Regular Season play unless the covered Employment Contract would obligate the Participating Organization to pay the Sports Professional;
- c) the Pre-Season play and practice period;
- d) the Post-Season playoffs and championships, except for the period required for a game involving the Participating Organization and necessary to break a tie at the end of the Regular Season to determine which Organization will be in the scheduled Post-Season playoffs; or
- e) incarceration of a Sports Professional.

When the Sports Professional is no longer Totally Disabled, benefits cease for that Total Disability except that We will pay the Rehabilitation Benefit. Total Disability Benefits will cease if the Sports Professional dies.

The Waiting Period applies separately to each period of Total Disability. The Amount of Benefit, Waiting Period, and Maximum Benefit are shown in the Schedule.

Recurrent periods of Total Disability, separated by a period of time during which the Sports Professional is able to Participate in his Occupation, will be considered one period of Total Disability if:

- a) due to the same or related medical causes; and
- b) separated by less than the period of time shown in the schedule as the Break in Disability Period.

Periods of Total Disability separated by at least the period of time shown as the Break in Disability Period during which the Sports Professional is able to Participate in his Occupation will be considered separate periods of Total Disability, and will be subject to a new Waiting Period.

Benefits will remain in effect after the Expiration Date of Coverage if:

- a) the Sports Professional's Total Disability commenced during the Coverage Period.
- b) the Maximum Benefit has not been exceeded; and
- c) coverage has not been terminated for non-payment of premium.

REHABILITATION BENEFIT

Rehabilitation Assignment to Minor Leagues During Regular Season:

If the Waiting Period has been satisfied and benefits have been payable under the Policy for a Sports Professional's Total Disability, We will pay a percentage of the Total Disability Amount of Benefit while the Sports Professional is on Rehabilitative Assignment to the team's Minor League Affiliate as per the Minor League Rehabilitation Period. The Percentage Payable for Minor League Rehabilitative Assignment and the Minor League Rehabilitation Period are shown in the Schedule.

We will not pay benefits for any part of a period of Total Disability that exceeds the Total Disability Maximum Benefit.

Rehabilitation Assignment to Major Leagues During Regular Season:

If the Waiting Period has been satisfied and benefits have been payable under the Policy for a Sports Professional's Total Disability, We will pay a percentage of the Total Disability Amount of Benefit while the Sports Professional plays the number of Games shown in the Schedule as the Major League Rehabilitation Period. The Percentage Payable for Major League Rehabilitative Assignment is shown in the Schedule.

We will not pay benefits for any part of a period of Total Disability that exceeds the Total Disability Maximum Benefit.

ORIGINAL

EXCLUSIONS AND LIMITATIONS

Exclusions: The Policy does not cover:

1. Injury or Sickness sustained by the Sports Professional during or as a result of the commission or attempted commission of a Felony, or while incarcerated for a Felony, except that this exclusion will not be applicable upon acquittal or dismissal of the Felony charges;
2. any activity specifically prohibited under the terms and conditions of the Sports Professional's Employment Contract unless the Participating Organization continues to pay the Sports Professional's salary;
3. any activity or condition excluded or limited by name or specific description on a Special Exceptions Rider forming part of this Policy.

Concurrent Disabilities: Benefits during any period of Total Disability that resulted from more than One Injury or Sickness will be considered the same as if the disability resulted from only one cause.

UNIT 000000 D

CLAIM PROVISIONS

Notice of Claim: The Participating Organization (claimant) must give Us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Sports Professional's name and the Policy number. It should be sent to Our office in Simsbury, Connecticut or given to Our agent.

Claim Forms: When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if written proof of the occurrence, character and extent of the loss is sent to Us.

Proof of Loss: Proof of loss must be sent to Us in writing:

- a) within 30 days after the end of the Waiting Period; and
- b) thereafter on a periodic basis as requested by Us.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year from the date stated in (a) and (b) unless the claimant is legally incapacitated.

Cooperation: We reserve the right to determine if the claimant's Proof of Loss is satisfactory. As a condition for satisfying the Proof of Loss requirement, the Participating Organization and the Sports Professional must cooperate in providing Us with reasonable requirements, including but not limited to the nature, character, extent of the Injury or Sickness, timely submission of all necessary medical documentation and full cooperation with all Physician and Independent Physician examinations.

Time of Claim Payment: We will pay benefits within 30 days after We receive satisfactory Proof of Loss.

Payment of Claims: We will pay benefits due for the Sports Professional's Total Disability to the Participating Organization that insured the Sports Professional's services under the Policy.

Physical Examinations and Autopsy: While a claim is pending We have the right at Our expense:

- a) to have the Sports Professional examined by a Physician when and as often as is reasonably necessary; and
- b) to make an autopsy in case of death where it is not forbidden by law.

Legal Actions. Legal action cannot be taken against Us:

- a) before 60 days following the date proof of loss is sent to Us;
- b) after 3 years following the date proof of loss is due.

CLAIMS PROVISIONS (Continued)

Assignment: We will not recognize any assignment made by the Participating Organization under the Policy, unless:

- a) it is agreed by Us;
- b) it is duly executed; and
- c) a copy is on file with Us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

Interpretation of Policy Terms and Conditions: We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

Reimbursement: We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which the Sports Professional or Participating Organization recovers payment from a Third Party. If the Sports Professional or Participating Organization recovers payment from a Third Party as:

- a) a legal judgment;
- b) an arbitration award;
- c) a settlement; or otherwise,

the Sports Professional or Participating Organization must reimburse Us for the lesser of:

- a) the amount of payment made or required to be made by Us; or
- b) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Third Party means any person or legal entity whose act or omission caused a Sports Professional to suffer a Total Disability for which he or she incurs expenses covered under the Policy. In no event, however, will We consider the Participating Organization with whom the Sports Professional has an Employment Contract, as a Third Party from whom We would collect reimbursement.

Arbitration: In the event of a dispute under the Policy, We or the Participating Organization may make a written demand for arbitration where permitted by law. In that case, We and the Participating Organization will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, either We or the Participating Organization may request the choice of arbitrators be submitted to the American Arbitration Association. Any agreement from arbitration shall be limited to an interpretation of the terms of the Policy and shall not include any award of punitive damages. The arbitration will be held in the state of the Participating Organization's headquarters.

Presumption of Disability: If a Physician determines the Sports Professional is Totally Disabled, as defined in the benefit section, We will presume the Sports Professional is unable to engage in his Occupation. We will have the right to contest the determination of Total Disability by any Physician chosen by the Sports Professional or Participating Organization, including the cause and duration of the Total Disability. Where allowed by law, any dispute shall be submitted to Arbitration in accordance with the terms of the Arbitration provision stated above.

CLAIMS PROVISIONS
(Continued)

Time Limit on Certain Defenses: After two years from the Effective Date of Coverage on a Sports Professional's services (excluding any period of Total Disability), only fraudulent misstatements made on the Personal and Health Statement may be used to:

- a) void the Participating Organization's coverage on the Sports Professional's services; or
 - b) deny a claim for Total Disability commencing after the expiration of such two year period.
- In the event of any contest, the Sports Professional will be furnished a copy of the Personal and Health Statement in question.

FORM 000000 00



Hartford Life

POLICY MODIFICATIONS RIDER #1

Policy Modifications: The Policy is amended by the addition of the following Termination Provisions. The Provisions will apply to the Participating Organization's coverage on the services of the named Sports Professional.

Name of Participating Organization: Cleveland Indians
Name of Sports Professional: Paul Shuey
Sports Professional I.D. Number: 36290

Early Termination of Participating Organization's Coverage on Sports Professional

The Participating Organization's coverage on the services of a Sports Professional will terminate on the earlier of:

- a) a date stated in a Termination provision of the Policy; or
- b) the date the Sports Professional ceases to be a member of the twenty-five (25) man roster of a Major League Baseball team.

However, this provision will not terminate coverage:

- a) while the Sports Professional is on a Major League approved Disabled List; or
- b) if the Sports Professional is optioned to a Minor League affiliate, during the first 60 days he is optioned to the Minor League.

Coverage will terminate at the end of the 60th day if the Sports Professional has not been returned to the Major League Team roster.

COPIES
RIDER 8 This rider forms a part of Policy No. ACP-1996 issued to the Trustees of the Hartford Professional Sports Insurance Trust. It is effective March 30, 2001. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for the Hartford Life Insurance Company

Linda Gaskin
Linda Gaskin, Secretary

Lawrence A. Smith
Lawrence A. Smith, President



Hartford Life

POLICY MODIFICATIONS RIDER #2

Policy Modifications: The Policy is amended by the addition of the following Transplant Benefit. The Provisions will apply to the Participating Organization's coverage on the services of the named Sports Professional.

Name of Participating Organization: Cleveland Indians

Name of Sports Professional: Paul Shuey

Sports Professional I.D. Number: 36290

Transplant Benefit

If, after the Participating Organization's coverage on the services of a Sports Professional has been in force for 6 consecutive months, the Sports Professional donates a part of his body to another person, any resulting loss of the Sports Professional's services will be covered as though the loss resulted from Sickness.

RIDER: This rider forms a part of Policy No. ACP-1996 issued to the Trustees of the Hartford Professional Sports Insurance Trust. It is effective March 30, 2001. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for the Hartford Life Insurance Company

Linda Bodkin
Linda Bodkin, Secretary

Lawrence A. Smith
Lawrence A. Smith, President

POLICY MODIFICATIONS RIDER #3



Hartford Life

SPECIAL EXCEPTIONS RIDER

Policy Modifications: The Policy is amended by the addition of the following exclusion(s) which will apply to the Participating Organization's coverage on the services of the named Sports Professional. No coverage will be provided for any loss of the Sport's Professional's services resulting from the Condition excluded below.

Name of Participating Organization: Cleveland Indians

Name of Sports Professional: Paul Shuey

Sports Professional I.D. Number: 36290

Signed and Acknowledged by:

Participating Organization's Representative Title

8/8/01

Date

Effective 12:01 a.m. March 30, 2001, no coverage will be provided for any loss of the Sports Professional's services resulting from any Condition or Activity Specified below:

This Policy will exclude any loss resulting from Injury(ies) to, disease or disorder of, or treatment(s) to the Sports Professional's lumbar, sacral, or coccygeal vertebrae, their supporting muscles or ligaments, or intervertebral disc, or any complications of sciatica, sciatic neuritis, radiculitis or low back syndrome.

RIDER: This rider forms a part of Policy No. ACP-1996 issued to the Trustees of the Hartford Professional Sports Insurance Trust. It is effective March 30, 2001. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for the Hartford Life Insurance Company

Linda Gaskin, Secretary

Lowndes A. Smith, President



Hartford Life

POLICY MODIFICATIONS RIDER #4

Policy Modifications: The Policy is amended as follows with respect to the Participating Organization's coverage on the services of the named Sports Professional.

Name of Participating Organization: Cleveland Indians

Name of Sports Professional: Paul Shuey

Sports Professional I.D. Number: 36290

It is hereby noted and agreed that the exclusion relative to the Sports Professional's lower back shall be waived only for the period beginning 12:01 a.m. March 30, 2001 and ending 12:01 a.m. October 1, 2001.

RIDER 4: This rider forms a part of Policy No. AGP-1996 issued to the Trustees of the Hartford Professional Sports Insurance Trust. It is effective March 30, 2001. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for the Hartford Life Insurance Company

Lynda Gustin
Lynda Gustin, Secretary

Lawrence A. Smith
Lawrence A. Smith, President



Hartford Life

POLICY MODIFICATIONS RIDER #5

Policy Modifications: The Policy is amended as follows with respect to the Participating Organization's coverage on the services of the named Sports Professional.

Name of Participating Organization: Cleveland Indians
Name of Sports Professional: Paul Shuey
Sports Professional I.D. Number: 36290

It is hereby noted and agreed that the exclusion relative to the Sports Professional's lower back shall be waived only for the period beginning 12:01 a.m. March 30, 2001 and ending 12:01 a.m. October 31, 2001.

RIDER: This rider forms a part of Policy No. AGP-1996 issued to the Trustees of the Hartford Professional Sports Insurance Trust. It is effective March 30, 2001. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for the Hartford Life Insurance Company

Lynnda Guckin
Lynnda Guckin, Secretary

Lewndes A. Smith
Lewndes A. Smith, President



POLICY MODIFICATIONS RIDER #6

Policy Modifications: The Policy is amended as follows with respect to the Participating Organization's coverage on the services of the named Sports Professional.

Name of Participating Organization: Cleveland Indians
Name of Sports Professional: Paul Shuey
Sports Professional I.D. Number: 36290

It is hereby noted and agreed that with effect from 12:01 a.m. July 28, 2002, this Policy is assigned to the LOS ANGELES DODGERS.

Return Premium: \$133,507

Full copy of the Absolute Assignment of Disability Policy Form attached.

RIDER: This rider forms a part of Policy No. *AGP-1996* issued to the Trustees of the Hartford Professional Sports Insurance Trust. It is effective July 28, 2002. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signature for the Hartford Life Insurance Company

Christine Haver Replogle

Christine Haver Replogle, Secretary

Thomas M. Marra

Thomas M. Marra, President

The Participating Organization hereby assigns all rights, title, benefits and interest under the Policy with respect to its coverage on the services of the Sports Professional. As used herein:

Sports Professional means: PAUL SHUEY

Sports Professional Identification Number: 36290

Policy means Policy No. AGP-1996-01 Issued to Trustees of the Hartford Professional Sports Insurance Trust

Participating Organization means: CLEVELAND INDIANS

The Assignment will be Effective on Date: July 28, 2002

Signed By Representative of Participating Organization: Kenneth S. Self

Representative's Title: V.P. Finance

Date of Signing: August 9, 2002

Place of Signing: CLEVELAND, OH

Signature of Witness: Wm. E. Ehl

The Assignee assumes all rights, privileges and obligations that the Participating Organization had under the policy with respect to insurance on the services of the Sports Professional.

Name of Assignee: LOS ANGELES DODGERS

Signed By Representative of Assignee: C. F.

Representative's Title: CF

Date of Signing: 10/1/02

Place of Signing: LA.

Signature of Witness: Wm. E. Ehl

The Hartford Life Insurance Company assumes no responsibility for the validity of this assignment. Original Received and Filed at the Home Office of Hartford Life Insurance Company, Springfield, Connecticut.

By: Robert K. York, Vice President

Date: 10/14/02

ENDORSEMENT NO. 1

SH01
#001767

Attaching to and forming part of Cover Note No: ASU/36290-AGP-1996-01

Issued To: CLEVELAND INDIANS
IRO PAUL SHUEY

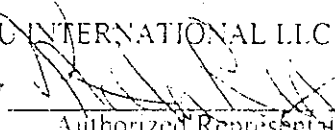
It is hereby noted and agreed that

the exclusion relative to the Sports Professional's lower back shall be waived only for the period beginning 12:01 a.m. March 30, 2001 and ending 12:01 a.m. October 1, 2001.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Additional Premium: NIL
Return Premium: NIL
Credit Premium: NIL
Effective Date: March 30, 2001
Date of Issue: April 12, 2001

ASU INTERNATIONAL LLC

BY 
Authorized Representative

NO-JR 004110 2

4/18/01

ENDORSEMENT NO. 2

SH01
#011767

Attaching to and forming part of Cover Note No: ASU/36290-AGP-1996-01

Issued To: CLEVELAND INDIANS
IRO PAUL SHUEY

It is hereby noted and agreed that

with effect from 12:01 a.m. March 30, 2001, the exclusion relative to the Sports Professional's right hip is deleted.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ium: NIL

NIL

March 30, 2001

May 21, 2001

ASU INTERNATIONAL LLC

BY Brent Burr
Authorized Representative

20010330

ENDORSEMENT NO. 3

SH01
#011767

Attaching to and forming part of Cover Note No: ASU/36290-AGP-1996-01

Issued To: CLEVELAND INDIANS
IRO PAUL SHUEY

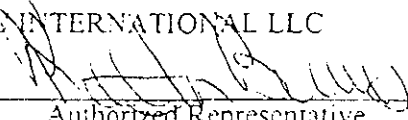
It is hereby noted and agreed that

the exclusion relative to the Sports Professional's lower back shall be waived only for the period beginning 12:01 a.m. March 30, 2001 and ending 12:01 a.m. October 31, 2001.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Additional Premium: NIL
Return Premium: NIL
Credit Premium: NIL
Effective Date: March 30, 2001
Date of Issue: August 15, 2001

ASU INTERNATIONAL LLC

BY 
Authorized Representative

FOR OFFICIAL USE ONLY

5/24/01
H

SI101
#011767

Issued To: CLEVELAND INDIANS
IRO PAUL SHUEY

with effect from 12:01 a.m. July 28, 2002, the above Policy is assigned to the **LOS ANGELES DODGERS** subject to completion of the attached Absolute Assignment of Disability Policy Form.

Additional Premium:	NIL
Return Premium:	(\$133,507)
Credit Premium:	NIL
Effective Date:	July 28, 2002
Date of Issue:	August 06, 2002

BY Brent
Authorized Representative

44-1609-1701

216/5/8/02

SH01
#011767

Issued To. **LOS ANGELES DODGERS**
IRO PAUL SHUEY

with effect from: 12:01 a.m. July 28, 2002, the above Policy is assigned to the **LOS ANGELES DODGERS** subject to completion of the attached Absolute Assignment of Disability Policy Form.

BY [Signature]
Authorized Representative

0519065766

2nd
 ✓
 8/10/02
 8/10/02

ENDORSEMENT NO. 6

SHO1
011767

Attaching to and forming part of Cover Note No: ASU/36290-AGP-1996-01

Issued To: **LOS ANGELES DODGERS**
IRO PAUL SHUEY

It is hereby noted and agreed that
with effect from 12:01 a.m. July 28, 2002 the above Cover Note, is amended as follows.

Break in Disability: 45 Regular Season or Post Season days

It is also hereby noted and agreed that
with effect from 12:01 a.m. July 28, 2002 the above Cover Note, is amended as follows.

Delete: Major League Rehabilitation Period: 10 Regular Season days or two (2) regular Season games, whichever first occurs

Percentage Payable for Major League Rehabilitative Assignment: 50% of the Total Disability Amount of Benefit

It is further noted and agreed that
with effect from 12:01 a.m. July 28, 2002 the above Cover Note, is amended as follows.

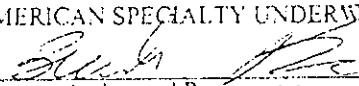
Minor League Rehabilitation Period: 30 Regular Season days

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Additional Premium: NIL
Return Premium: NIL
Credit Premium: NIL
Effective Date: July 28, 2002
Date of Issue: August 6, 2002

AMERICAN SPECIALTY UNDERWRITERS, I.L.C.

BY


Authorized Representative

20020806 11:00 AM

JKF
8/8/02

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): G. Andrew Lundberg (SBN 108509) T. Ian Graham (SBN 220027) LATHAM & WATKINS LLP 633 West Fifth Street, Suite 4000 Los Angeles, California 90071-2007 TELEPHONE NO.: (213) 485-1234 FAX NO.: (213) 891-8763 ATTORNEY FOR (Name): Plaintiff, Los Angeles Dodgers, LLC		FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT MAY 19 2006 JOHN A. CLARKE, CLERK BY ELIZABETH MARTINEZ BY ELIZABETH MARTINEZ DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012-3117 BRANCH NAME: Central District			
CASE NAME: Los Angeles Dodgers, LLC v. Hartford Life Insurance Company		CASE NUMBER: BC352635	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	
		JUDGE: DEPT:	

Items 1-5 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Type of remedies sought (check all that apply):
a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 4: Breach of contract; declaratory relief; breach of the covenant of good faith and fair dealing; and unfair business practices
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015).

Date: G. Andrew Lundberg (SBN 108509)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: Los Angeles Dodgers, LLC v. Hartford Life Insurance Company

CASE NUMBER

BC352635

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 3 ☐ HOURS/ ☒ DAYS.

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

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

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

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

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

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)		1., 2., 4.	
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

SHORT TITLE: Los Angeles Dodgers, LLC v. Hartford Life Insurance Company		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input checked="" type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5, 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

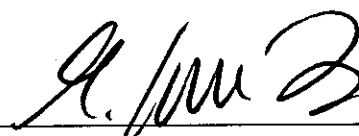
SHORT TITLE: Los Angeles Dodgers, LLC v. Hartford Life Insurance Company	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 1000 Elysian Park Avenue
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

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

Dated: May 19, 2006


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 G. Andrew Lundberg

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form CIV 109, 03-04 (use latest revision)
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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