WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

MARK MICELI, et al.,

Applicant,

vs.

JACUZZI, INC., REMEDY TEMP, INC., AMERICAN HOME ASSURANCE CO., RELIANCE NATIONAL INDEMNITY CO. (In Liquidation), CALIFORNIA INSURANCE GUARANTEE ASSOCIATION,

Defendants.

Case No. POM 248928

OPINION AND DECISION AFTER RECONSIDERATION (EN BANC)

INTRODUCTION

Jacuzzi, Inc. (Jacuzzi) contracted with Remedy Temp, Inc. (Remedy Temp), a temporary staffing agency, to supply temporary employees to Jacuzzi. Temporary employee Mark Miceli was on Remedy Temp's payroll and working at a Jacuzzi jobsite when he sustained an industrial injury. Per stipulation, Remedy Temp was Miceli's general employer and Jacuzzi was his special employer. The legal nature of this relationship is discussed later in this opinion.

At the time of injury, Jacuzzi had a workers' compensation policy with American Home Assurance Company (AHA). Remedy Temp had a workers' compensation policy covering temporary employees with the now-insolvent carrier Reliance National Indemnity Company (Reliance), whose "covered claims" are adjusted by the California Insurance Guarantee Association (CIGA) per Insurance Code section 1063 *et seq*. The Reliance policy contained an alternate employer endorsement, which included Jacuzzi as an alternate employer.[1]

---

[1] The endorsement relates to Labor Code section 3602(d). This statute, and all relevant statutes referenced in the "Introduction" and "Background" herein, are set forth in the "Discussion" section of this opinion.

Miceli filed a workers' compensation claim against Remedy Temp. After Reliance's insolvency, CIGA entered the case and asserted that Miceli's claim was not a "covered claim" because Jacuzzi's policy with AHA constituted "other insurance" within the meaning of Insurance Code section 1063.1(c)(9). The workers' compensation administrative law judge (WCJ) agreed, and issued a decision dismissing CIGA as a party defendant and imposing liability on AHA.

Thereafter, the Workers' Compensation Appeals Board (Appeals Board) granted reconsideration to further study the matter. Because of the important legal issue presented, and in order to secure uniformity of decision in the future, the Chairman of the Appeals Board, upon a majority vote of its members, reassigned this case to the Appeals Board as a whole for an en banc decision. (Labor Code, §115.)[2] We conclude that where the workers' compensation carrier for the general employer has become insolvent, and where there are no specific exclusions from the workers' compensation policy of the special employer, the policy provided by the insurer of the special employer constitutes "other insurance…available to the claimant or insured" within the meaning of Insurance Code section 1063.1(c)(9). Because there is "other insurance," workers' compensation claims filed by temporary employees of the special employer are not "covered claims" for which CIGA has liability. Therefore, in this case, the WCJ properly imposed liability on American Home Assurance and dismissed CIGA as a party defendant, and accordingly we will affirm his decision.

BACKGROUND

This case is the representative case for some 540 consolidated cases involving the general employer, Remedy Temp, and various special employers to whom Remedy Temp supplied temporary employees.[3] The essential facts were stipulated at the hearing of September 20, 2002.

---

[2] The Appeals Board's en banc decisions are binding precedent on all Board panels and WCJs. (*Gee v. Workers' Compensation Appeals Bd*. (2002) 96 Cal.App.4th 1418, 1425, fn. 6 [67 Cal. Comp. Cases 236, 239, fn. 6]; Cal. Code Regs., tit. 8, §10341.)

[3] On May 14, 2002, Regional Manager Mark L. Kahn ordered that "all pending WCAB Applications and all Applications hereafter filed, in which Remedy Temp Inc., is a defendant employer and the date of alleged injury occurs between July 22, 1997 and April 1, 2001, are hereby consolidated and stayed for all purposes except that this Order shall not stay the rights or obligations of the parties pertaining to medical issues under Labor Code Sections

The applicant, Mark Miceli, sustained industrial injury to his left minor ring finger on March 1, 2000, while employed as a shipper/receiver by Remedy Temp as the general employer and Jacuzzi as the special employer. Pursuant to Remedy Temp's contract with Jacuzzi to provide employees to help meet Jacuzzi's temporary staffing needs, Miceli was on Remedy Temp's payroll, not on Jacuzzi's payroll. At the time of injury, the workers' compensation insurance carrier for Remedy Temp was Reliance, which went into liquidation on October 3, 2001. As noted above, Reliance's "covered claims" are now adjusted by CIGA.

Jacuzzi was included as an "alternate employer" in the "alternate employer endorsement" contained within the policy between Remedy Temp and Reliance. The endorsement stated, in relevant part, that it applied to bodily injury to Remedy Temp's "employees while in the course of special or temporary employment by the alternate employer…as though the alternate employer is insured." Jacuzzi also had a workers' compensation policy provided by AHA, to cover employees on Jacuzzi's payroll.

The WCJ framed the issue as follows:

> "…[W]here applicant, Mark Miceli was injured while employed by general employer, Remedy Temp, Inc., then insured by [Reliance], and was also employed by special employer, Jacuzzi, Inc., who was insured by [Reliance] under the alternate employer endorsement, as well as by [AHA], which party defendant, or defendants, is, or are, liable for payment of the applicant's workers' compensation benefits where [Reliance] has become insolvent. Is [CIGA], in place of [Reliance] liable, or is [AHA] liable?"

In addition, the WCJ was to determine the applicability of Insurance Code sections 1063.1(c)(9) and 11663, as well as Labor Code section 3602(d).

In the Findings and Order of October 31, 2002, the WCJ dismissed CIGA as a party defendant, without prejudice, based on the following findings:

> "1. Insurance Code §11663 does not disturb the joint and several liability of Remedy Temp as the general employer and Jacuzzi, Inc., as the special employer. This code section applies only as between insurance carriers. Here, there is only one insurance carrier. Therefore, Insurance Code §11663 is inapplicable."

4060, 4061, 4600, 4600.4, 4601 and 4603…[and] these consolidated cases are assigned to the Honorable Robert T. Hjelle for decision; THIS ORDER shall not consolidate nor stay any WCAB proceedings in which the alleged special employer was individually insured pursuant to Labor Code §3700 by an insolvent carrier only."

"2. The service agreement pursuant to Labor Code §3602(d) as between Remedy Temp and Jacuzzi, Inc. does not extinguish their joint and several liability as to the injured employee. [CIGA] is not a party to the service agreement."

"3. The alternate employer endorsement between Reliance and Jacuzzi, Inc. does not extinguish the joint and several liability of Jacuzzi, Inc. to the injured employee. CIGA is not a party to the agreement."

"4. Jacuzzi, Inc. and Remedy Temp have joint and several liability for the compensation benefits to the injured employee. At the time of injury, Jacuzzi had dual insurance coverage with Reliance and with [AHA]. Where Reliance has become bankrupt, liability for this claim falls to [AHA]. [AHA] is liable for workers' compensation benefits payable to Mark Miceli."

"5. Where there is "other coverage" as specified by Insurance Code §1063.1(c)(9), as to CIGA, this is not a covered claim."

Jacuzzi, Remedy Temp and AHA each filed a petition for reconsideration of the WCJ's decision.[4]

Jacuzzi contended in substance that (1) Insurance Code section 11663 does apply; (2) the AHA policy is not "other insurance" under Insurance Code section 1063.1(c)(9); (3) the AHA policy does not cover Jacuzzi's temporary employees; (4) Reliance's insolvency makes CIGA liable for Miceli's benefits as a "covered claim;" and (5) it violates Labor Code section 3602(d) to find that AHA insured Miceli on the theory of joint and several liability between the general and special employer.

Remedy Temp contended in substance that (1) the Remedy Temp-Jacuzzi contract proves their intent to secure workers' compensation coverage through Reliance, not AHA; (2) Reliance and therefore CIGA is liable for Miceli's claim by virtue of the alternate employer endorsement in Remedy Temp's policy with Reliance; and (3) the WCJ's decision will devastate Remedy Temp's business and the temporary staffing industry.

AHA contended in substance that (1) CIGA is an "insurer" for insolvency under Insurance Code section 11663; (2) even under a theory of joint and several liability, Reliance

---

[4] General Casualty Insurance/Regent Insurance and Paulson Manufacturing/ Zenith Insurance Company also filed petitions for reconsideration. Paulson/Zenith do not identify their standing in this litigation. General Casualty/Regent state that they "provided workers' compensation insurance to E-Toys, a special employer of Remedy Temp employees[,]" but it is unclear whether any of the cases identified in their petition are among the consolidated cases. In any event, these petitioners' contentions are similar to those of Jacuzzi, Remedy Temp, and AHA.

insured Jacuzzi for Miceli's claim by operation of Labor Code section 3602(d); and (3) Miceli's claim and similar claims in the consolidated litigation are "covered claims" for which CIGA is liable under Insurance Code section 1063.1.

CIGA filed an answer to each petition for reconsideration. Jacuzzi filed a supplemental petition, alleging that CIGA misrepresented Jacuzzi's contentions. We have considered the supplemental petition and CIGA's answers.

DISCUSSION

"When an employer -- the 'general' employer -- lends an employee to another employer and relinquishes to a borrowing employer all right of control over the employee's activities, a 'special employment' relationship arises between the borrowing employer and the employee." (*Marsh v. Tilley Steel Co.* (1980) 26 Cal.3d 486, 492 [45 Cal. Comp. Cases 193, 195].)

Where a general and special employment relationship exists, the injured employee can look to and is entitled to compensation benefits from either or both employers. (*Kowalski v. Shell Oil Co*. (1979) 23 Cal.3d 168, 175 [44 Cal. Comp. Cases 134, 138]; *McFarland v. Voorheis-Trindle Co*. (1959) 52 Cal.2d 698, 702 [24 Cal. Comp. Cases 216, 217]; *National Auto. Ins. Co. v. Industrial Acc. Com*. (*Ivy*) (1943) 23 Cal.2d 215, 219 [8 Cal. Comp. Cases 260, 263]; *Dept. of Water & Power v. Industrial Acc. Com*. (*Winkler*) (1934) 220 Cal. 638, 641 [20 IAC 233, 235].) Thus, as a general rule, the liability of general and special employers for compensation benefits is joint and several. (1 *California Workers' Compensation Practice* (4th ed., Cont. Ed. Bar 2000) § 2.82.)

Under Insurance Code section 11663, however, the insurer of the general employer is liable for all compensation unless the employee was on the special employer's payroll at the time of injury:

> "As between insurers of general and special employers, one which insures the liability of the general employer is liable for the entire cost of compensation payable on account of injury occurring in the course of and arising out of general and special employments unless the special employer had the employee on his or her payroll at the time of injury, in which case the insurer of the special employer is solely liable…"

///

In this case, the general employer, Remedy Temp, was insured by Reliance, and the special employer, Jacuzzi, was insured by AHA. The applicant, Miceli, was on Remedy Temp's payroll at the time of injury. There is no question that liability would rest with Reliance under Insurance Code section 11663 if Reliance had remained solvent. However, the statute applies "between *insurers* of general and special employers," and case law indicates that CIGA is not an "insurer" within the meaning of the statute.

CIGA is not an insurance company, its duties are not co-extensive with the insolvent insurer's obligations, and it does not stand in the shoes of the insolvent insurer. (*Isaacson v. California Ins. Guarantee Assn*. (1988) 44 Cal.3d 775, 786; *Baxter Healthcare Corp. v. California Ins. Guarantee Assn*. (2000) 85 Cal.App.4th 306, 309-310; *American Nat. Ins. Co. v. Low* (2000) 84 Cal.App.4th 914, 920; *Mercury Ins. Co. v. Enterprise Rent-A-Car Co. of Los Angeles* (2000) 80 Cal.App.4th 41, 51; *Industrial Indemnity Co. v. Workers' Comp. Appeals Bd*. (*Garcia*) (1997) 60 Cal.App.4th 548, 556 [62 Cal. Comp. Cases 1661, 1666-1667]; *California Ins. Guarantee Assn. v. Workers' Comp. Appeals Bd*. (*Conces*) (1992) 10 Cal.App.4th 988, 996-997 [57 Cal. Comp. Cases 660, 664-666].)

Recently, in *Denny's Inc. v. Workers' Comp. Appeals Bd. (Bachman)* (2003) 104 Cal.App.4th 1433, 1438 [68 Cal. Comp. Cases 1, 4], the Court reiterated that CIGA is *not* an ordinary insurance company:

> " 'CIGA is not, and was not created to act as, an ordinary insurance company. [Citation.] It is a statutory entity that depends on the Guarantee Act for its existence and for a definition of the scope of its powers, duties, and protections.' [Citation.] 'CIGA issues no policies, collects no premiums, makes no profits, and assumes no contractual obligations to the insureds.' [Citation.] 'CIGA's duties are not co-extensive with the duties owed by the insolvent insurer under its policy.' [Citation.] Instead, CIGA's authority and liability in discharging 'its statutorily circumscribed duties' are limited to paying the amount of 'covered claims.' [Citations.] CIGA 'is authorized by statute to pay only "covered claims" of an insolvent insurer, those determined by the Legislature to be in keeping with the goal of providing protection for the insured public. [Citation.]' [Citation.] CIGA has the statutory authority to 'deny a noncovered claim.' [Citation.]
>
> " 'Since "covered claims" are not coextensive with an insolvent insurer's obligations under its policies, CIGA cannot and does not "'stand in the shoes' of the insolvent insurer for all purposes." [Citation.] Indeed, CIGA is "expressly

> forbidden" to do so except where the claim at issue is a "covered claim." [Citation.] It necessarily follows that CIGA's first duty is to determine whether a claim placed before it is a "covered claim."' [Citation.] 'It is unequivocally clear the scope of CIGA's rights and duties turns on the definition of "covered claim." ' [Citation.]" (Quoting *Industrial Indemnity v. Workers' Comp. Appeals Bd. (Garcia)* (1997) 60 Cal.App.4th 548, 556-557 [62 Cal. Comp. Cases 1661, 1666-1667].)[5]

These principles make it clear that CIGA is not an "insurer" in the ordinary sense. Rather, CIGA's liability is specifically defined in Insurance Code section 1063.1. In particular, the statute defines what are covered claims and what are not covered claims. While section 1063.1, subdivision (c)(1)(vi) defines "covered claims" as "'the obligations of an insolvent insurer … in the case of a policy of workers' compensation insurance, to provide workers' compensation benefits under the workers' compensation law of this state," subdivisions (c)(3) through (c)(13) exclude specific obligations from CIGA's insolvency insurance coverage. Among the latter provisions, subdivision (c)(9) provides that "'[c]overed claims' does not include … any claim to the extent it is covered by any other insurance of a class covered by this article available to the claimant or insured …."[6]

We note that "[c]ases interpreting this language have established that where an insured has overlapping insurance policies and one insurer becomes insolvent, the other insurer, even if only a secondary or excess insurer, is responsible for paying the claim. In other words, CIGA is an insurer of last resort and does not assume responsibility for claims where there is any other insurance available. [Citation.] 'The legislative intent was to create a protection for the public against insolvent insurers *when no secondary insurer is available.*'" (*Bachman, supra,* 104 Cal.App.4th at p. 1439 [68 Cal. Comp. Cases at p. 5], quoting *R.J. Reynolds Co. v. California Ins. Guarantee Assn.* (1991) 235 Cal.App.3d 595, 600 (emphasis in original); see also *Garcia, supra,* 60 Cal.App.4th at p. 557 [62 Cal. Comp. Cases 1661, 1667].) "Accordingly, CIGA may not guarantee a disability claim when a solvent workers' compensation insurer is otherwise jointly

---

[5] *Bachman* and *Garcia* did not involve general and special employers. But they correctly describe the legal nature and legal principles applicable to CIGA.

[6] Subdivision (g) of section 1063.1 defines "claimant" as "any insured making a first party claim or *any person instituting a liability claim*; provided that no person who is an affiliate of the insolvent insurer may be a claimant." (Italics added.) In this case, injured worker Miceli is a "claimant" within the meaning of section 1063.1.

and severally liable for the claim." (*Bachman*, *supra,* 104 Cal.App.4th at p. 1439 [68 Cal. Comp. Cases at p. 5].)

Since CIGA is not an "insurer" within the meaning of Insurance Code section 11663, the statute does not resolve the question of CIGA's liability in this case, and the analysis must go farther. We turn to Labor Code section 3602(d), which provides as follows:

> "For the purposes of this division, including Sections 3700 and 3706, an employer may secure the payment of compensation on employees provided to it by agreement by another employer by entering into a valid and enforceable agreement with that other employer under which the other employer agrees to obtain, and has, in fact, obtained workers' compensation coverage for those employees. In those cases, both employers shall be considered to have secured the payment of compensation within the meaning of this section and Sections 3700 and 3706 if there is a valid and enforceable agreement between the employers to obtain that coverage, and that coverage, as specified in subdivision (a) or (b) of Section 3700, has been in fact obtained, and the coverage remains in effect for the duration of the employment providing legally sufficient coverage to the employee or employees who form the subject matter of the coverage. That agreement shall not be made for the purpose of avoiding an employer's appropriate experience rating as defined in subdivision (c) of Section 11730 of the Insurance Code.
>
> "Employers who have complied with this subdivision shall not be subject to civil, criminal, or other penalties for failure to provide workers' compensation coverage or tort liability in the event of employee injury, but may, in the absence of compliance, be subject to all three."

The statute is permissive. It does not change the requirement of Labor Code section 3700 that every employer must secure the payment of compensation by being insured against liability by one or more insurers authorized to write compensation insurance in this state. Section 3602(d) merely allows an employer an additional way to obtain that coverage. Furthermore, the language of the statute does not suggest it was intended to have any effect on issues of general and special employment where the insurer of the general employer becomes insolvent and is replaced by CIGA. The second paragraph of the statute is key and describes the reason for its enactment. Labor Code section 3602(d) was created to shield special employers from civil, criminal, or other penalties for failure to provide workers' compensation coverage. It does not resolve the question of CIGA's liability where the general employer's insurer becomes insolvent.

In this case, special employer Jacuzzi contracted with general employer Remedy Temp to supply Jacuzzi with temporary employees and to obtain workers' compensation coverage for them. Remedy Temp obtained workers' compensation coverage for the temporary employees

through Reliance. The Reliance policy also contained an alternate employer endorsement, which included Jacuzzi as an alternate employer. Under Labor Code section 3602(d), this endorsement protected Jacuzzi from civil, criminal, or other penalties for failure to provide workers' compensation coverage.

As noted above, there is no question that Reliance would have been liable for paying Miceli's benefits if it had not become insolvent. But Labor Code section 3602(d) does not resolve the issue of whether "other insurance" exists to relieve CIGA of liability for claims that would have been Reliance's responsibility absent its insolvency. Jacuzzi's assertion that the statute creates joint and several liability of the general and special employers to obtain workers' compensation insurance sidesteps the issue of joint and several liability of the general and special employer for an injured worker's compensation benefits.

In fact, case law describing CIGA as an insurer of *last resort* and avoiding its liability where there is *any other insurance* requires analysis of whether the workers' compensation insurance policy provided by AHA to Jacuzzi for its permanent full-time employees is broad enough to include all Jacuzzi employees, including the temporary employees supplied by Remedy Temp. If the AHA policy is "available" to Miceli within the meaning of Insurance Code section 1063.1(c)(9), then there is no "covered claim," and CIGA is properly relieved of liability in this case.

We note that the AHA policy covers Jacuzzi Whirlpool Bath, which has nearly $16,000,000.00 in payroll for "plastics goods mfg.-N.O.C." Thus, the policy indicates that Jacuzzi employs a substantial number of permanent full-time employees whose workers' compensation claims would be covered by AHA. After reviewing the policy in its entirety, however, we find nothing in it that explicitly excludes from coverage temporary employees such as Miceli.

Jacuzzi's petition (pp. 16-17) correctly points out that the AHA policy does not require premiums for "all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy…if you give us proof that the employers of these persons lawfully secured their workers compensation obligations."

In other words, AHA did not collect premiums from Jacuzzi for the employees supplied by Remedy Temp, and it is fair to say that Jacuzzi, AHA, Remedy Temp and Reliance did not expect that the AHA policy would cover the temporary employees supplied to Jacuzzi by

Remedy Temp.[7] Nevertheless, the AHA policy contains no explicit exclusion of the temporary employees, and the fact that AHA collected no premium for them does not prevent AHA from becoming liable for their workers' compensation benefits. (See Insurance Code, §11654; *American Motorists Ins. Co. v. Industrial Acc. Com. (Suytar)* (1937) 8 Cal.2d 585, 587-588 [2 Cal. Comp. Cases 116, 117-118]; *Fyne v. Industrial Acc. Com. (Robinson)* (1956) 138 Cal.App.2d 467 [21 Cal. Comp. Cases 13].)

More importantly, the appellate courts have emphasized that CIGA is an insolvency insurer of *last resort* and is not liable where there is *any other insurance*. We therefore conclude that the AHA policy constitutes "other insurance," within the meaning of Insurance Code section 1063.1(c)(9), for purposes of covering the workers' compensation claims of Jacuzzi's temporary employees. Consequently, the workers' compensation claims for which Reliance otherwise would have been liable by operation of Insurance Code section 11663 are not "covered claims," and CIGA is relieved of liability in this case. With regard to the petitioners' contention that Insurance Code section 11663 and Labor Code section 3602(d) are incorporated into every insurance policy, the same principle applies to the law governing CIGA's liability, i.e. Insurance Code section 1063 *et seq*.[8]

In response to the petitioners' contentions that their business structures and insurance arrangements are authorized by law, and that an adverse decision will invalidate that law and permit CIGA to rewrite insurance policies, we acknowledge that there is no fault or bad faith here. Jacuzzi and Remedy Temp did everything they could, including the "alternate employer endorsement," to ensure that the temporary employees supplied by Remedy Temp had workers' compensation coverage. But the unfortunate fact of Reliance's insolvency remains, and CIGA is mandated by law to pay only "covered claims" and avoid those that are not. Remedy Temp's claim that the temporary staffing industry will be devastated is better addressed to the Legislature.

///

---

[7] Jacuzzi refers to the deposition and declaration of Vincent Catapano, Regional Underwriting Manger for AIG Risk Management, as proof that AHA did not intend to provide coverage for Remedy Temp employees because it collected no premiums for them. Yet, no solvent insurer ever intends to cover claims that would have been covered by another insurer who subsequently becomes insolvent. Catapano's opinion is not persuasive evidence of how to deal with CIGA's liability in this case.

[8] Petitioners also argue that the legal positions of the parties should be analyzed at a point in time prior to the insolvent insurer's liquidation. The argument is not persuasive because CIGA's liability never becomes an issue until after an insolvency occurs.

Our conclusion that the AHA policy constitutes "other insurance" does not invalidate Insurance Code section 11663 or Labor Code section 3602(d) as far as solvent insurers are concerned. Yet, to ignore the AHA policy as "other insurance…available to the claimant or insured" under these circumstances would be to invalidate the statutory scheme and case law governing CIGA. "In sum, the Legislature did not intend CIGA to defray or diminish the responsibility of other carriers. Instead, the Legislature intended CIGA to benefit claimants otherwise unable to obtain insurance in payment of their claims." (*Garcia, supra,* 60 Cal.App.4th at p. 559 [62 Cal. Comp. Cases at p. 1669].)

With respect to the Regional Manager's stay of May 14, 2002 (footnote 3, *infra*), which precludes litigation of additional cases involving CIGA's liability in this situation, we conclude that the stay should remain in place pending finality of this decision. In the meantime, CIGA and/or solvent insurers of special employers are encouraged to furnish benefits in undisputed cases, subject to reimbursement by the appropriate party after finality of this decision. Finally, we approve the stay's provision that "an applicant may seek relief from the Stay Order by filing with the [assigned WCJ]…a verified Petition…[proving] a significant hardship…[W]here GOOD CAUSE has been shown, the [WCJ] may grant relief to the applicant to proceed against only [CIGA]."

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

For the foregoing reasons,

IT IS ORDERED, as the Decision After Reconsideration of the Appeals Board (En Banc), that the Findings and Order of October 31, 2002 is hereby **AFFIRMED.**

WORKERS' COMPENSATION APPEALS BOARD (EN BANC)

/s/ Merle C. Rabine
MERLE C. RABINE, Chairman

/s/ William K. O'Brien
WILLIAM K. O'BRIEN, Commissioner

/s/ James C. Cuneo
JAMES C. CUNEO, Commissioner

/s/ Janice Jamison Murray
JANICE JAMISON MURRAY, Commissioner

/s/ Frank M. Brass
FRANK M. BRASS, Commissioner

/s/ A. John Shimmon
A. JOHN SHIMMON, Commissioner

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

3/28/03

SERVICE BY MAIL ON SAID DATE TO ALL PARTIES AS SHOWN ON THE OFFICIAL ADDRESS RECORD EXCEPT LIEN CLAIMANTS.

tab