

**HOME OFFICE ADDRESS:** 

111 N. Higgins, Suite 600 Missoula, MT 59802

# PHONE:

(800) 367-2577

#### **MAILING ADDRESS:**

PO Box 9169

Missoula, MT 59807-9169

#### **POLICY DECLARATIONS**

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS20566- 7

Item 1 – Named Insured: Paradigm Law PLLC

Address: 600 1st Avenue, Suite LL06

Seattle, WA 98104

**APPROVED** 

By Diane Baer - Risk Management at 2:53 pm, Mar 18, 2024

Item 2 – Retroactive Coverage Date: 07/08/2016

Item 3 – Name of Each Insured Attorney:

Moore, Jason B.

Item 4 – Policy Period:

Effective Date and Time: 07/08/2023 Expiration Date and Time: 07/08/2024

at 12:01 AM at the address stated in Item 1.

at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability: \$ 2,000,000 Each Claim\*

\$ 2,000,000 Aggregate

Item 6 – Deductible: \$ 2,500 Each Claim\*

Item 7 – Annual Premium: \$ 2,033

Item 8 – Endorsements attached at inception of the policy form Preferred (01-21):

Signature Page WA Amendatory First Dollar Defense Endorsement

All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by:

Date: 07/07/2023

Authorized Representative

ALPS-DEC-LPL (01-18) Page 1 of 1

<sup>\*</sup> Important Notice: All Claims that arise out of or in connection with the same Professional Services or Interrelated Wrongful Acts, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.



Named Insured: Paradigm Law PLLC Policy No: ALPS20566-7

Effective Date: 07/08/2023

Bradley D. Dantie

# SIGNATURE PAGE

IN WITNESS WHEREOF, ALPS Property & Casualty Insurance Company has caused this **Policy** to be executed and attested, but this **Policy** shall not be valid unless countersigned by a duly authorized representative of ALPS Property & Casualty Insurance Company.

[David A. Bell, President]

UH BA

[Bradley D. Dantic, Secretary]

ALPS LPL SIG (01-18) Page 1 of 1



#### FIRST DOLLAR DEFENSE ENDORSEMENT

In consideration of the premium paid, it is understood and agreed that the **Policy** is amended as follows:

SECTION 4 - DEDUCTIBLE, CLAIM EXPENSE ALLOWANCE, LIMIT OF LIABILITY, AND MULTIPLE CLAIMS

Section 4.A.1. and Section 4.A.2. of the **Policy** are deleted in their entirety and replaced to read in their entirety as follows:

# A. DEDUCTIBLE

- For each and every Claim covered by this Policy, the Named Insured shall pay all Damages up to the Deductible
  for each and every covered Claim. The Named Insured's payment of all Damages up to the Deductible for each
  and every covered Claim is a condition precedent to the Company's obligation to pay any Damages for each and
  every covered Claim. Each Insured shall be jointly and severally liable for such Damages in the event the Named
  Insured fails to make any required payment.
- The Company shall not have any obligation to pay Damages until after the Deductible is exhausted. If the
  Company pays any amount within the Deductible, the Named Insured and each Insured shall be jointly and
  severally liable to the Company for any and all such amounts paid by the Company and, on demand, shall promptly
  reimburse such amounts to the Company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

LPL-END-FDD (01-21) Page 1 of 1



## **WASHINGTON AMENDATORY ENDORSEMENT**

This Endorsement shall apply to and form a part of your **Policy** issued by ALPS Property & Casualty Insurance Company (the "**Company**"). The effective date of this endorsement is the **Effective Date** of your **Policy**.

In consideration of the premium paid, it is understood and agreed that the **Policy** is amended as follows:

#### **SECTION 1 - INSURING AGREEMENTS**

The following sentence is added at the end of Section 1.B.2. of the **Policy**:

The right to reimbursement of **Claims Expenses** will only apply to the costs the **Company** has incurred after the **Company** notifies the **Insured** in writing that coverage might not exist under the Policy and that the **Company** is reserving the **Company's** right to terminate the defense or the payment of **Claims Expenses** and to seek reimbursement for **Claims Expenses**.

Section 1.B.4. of the Policy is deleted in its entirety and replaced to read in its entirety as follows:

4. Where an **Insured** has a right or obligation to arbitrate a **Claim**, or receives a demand to arbitrate a **Claim**, neither the **Company** nor the **Insured** may elect arbitration without the mutual consent of both the **Company** and the **Insured**.

#### **SECTION 6 - GENERAL CONDITIONS**

The Section entitled "SUBROGATION" set forth in Section 6 of the **Policy** is deleted in its entirety and replaced to read in its entirety as follows:

- To the extent of any payment under this Policy, the Company shall be subrogated to the Insured's rights of
  recovery against any person or organization after the Insured has been fully compensated under this Policy,
  and the Insured shall execute and deliver all instruments and papers and do whatever else may be necessary
  for the Company to secure such rights.
- Any amount recovered after payment under this Policy shall be apportioned first to the Insured as indicated
  in the paragraph above and thereafter, in the inverse order of payment to the extent of actual payment. The
  expenses of all such recovery proceedings shall be apportioned in the same ratio as the recoveries.

The Section entitled "CANCELLATION" set forth in Section 6 of the **Policy** is deleted in its entirety and replaced to read in its entirety as follows:

#### **CANCELLATION**

- This Policy may be cancelled by the Named Insured stated in the Declarations either by mailing or delivering written notice to the Company stating when the cancellation is to become effective. In the event the Named Insured cancels the Policy, the Company shall be entitled to retain the customary "short rate" portion of the premium. Except as otherwise provided, the Named Insured may cancel this Policy by notifying the Company or the insurance producer in one of the following ways:
  - (a) Written notice by mail, fax, or e-mail;
  - (b) Surrender of the **Policy** or binder; or
  - (c) Verbal notice.

LPL-WA-SAE (01-21) Page 1 of 2

- 2. Upon receipt of such notice, the **Company** will cancel this **Policy** or any binder issued as evidence of coverage, effective on the later of the following:
  - (a) The date on which notice is received or the **Policy** or binder is surrendered; or
  - (b) The date of cancellation required by the **Named Insured**.

If the **Named Insured** provides verbal notice of cancellation to the **Company**, the **Named Insured** must also provide written confirmation of cancellation to the **Company**. The effective date of cancellation shall be the date of cancellation verbally requested by the **Named Insured**.

- 3. This **Policy** may be cancelled by the **Company** by delivering or mailing to the **Named Insured**, and any other person shown by the **Policy** to have an interest in any loss which may occur thereunder, at the principal address shown in the **Declarations**, written notice of cancellation, stating the reason for cancellation at least ten (10) days before the effective date of cancellation for nonpayment of premium and forty-five (45) days before the effective date of cancellation for all other reasons. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the **Named Insured**. The effective date of cancellation shall become the end of the **Policy Period**. Delivery of such notice shall be equivalent to mailing. Proof of mailing shall be considered sufficient proof of notice.
- 4. In the event the **Company** cancels this **Policy** for any reason, it will compute earned premium on a *pro rata* basis. The **Company** may make any resultant premium adjustments at the time cancellation is effective, or as soon thereafter as is practicable. However, the payment or tender of unearned premium is not a condition of or a prerequisite to cancellation of the **Policy**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

LPL-WA-SAE (01-21) Page 2 of 2



#### A Montana Stock Corporation

**HOME OFFICE ADDRESS:** 111 N. Higgins, Suite 600 Missoula, MT 59802

**PHONE:** (800) 367-2577

MAILING ADDRESS: PO Box 9169 Missoula, MT 59807-9169

# CYBER LIABILITY AND DATA BREACH RESPONSE INSURANCE POLICY DECLARATIONS

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO US IN WRITING. PLEASE REFER TO THE SECTION ENTITLED "NOTICE OF CLAIM OR LOSS" SET FORTH ON PAGE 16 OF THIS POLICY TO UNDERSTAND THE INSURED'S OBLIGATIONS TO TIMELY REPORT TO US IN WRITING ANY CLAIM OR LOSS COVERED UNDER THIS POLICY.

AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND SUB-LIMITS OF LIABILITY AND ARE SUBJECT TO RETENTIONS. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Policy Number: CYBR20566-6

Named Insured: Paradigm Law PLLC

Named Insured Address: 600 1st Avenue, Suite LL06

Seattle, WA 98104

**Policy Period:** 

**From:** 07/08/2023 **To:** 07/08/2024

Both dates at 12:01 a.m. Local Time at the Named Insured Address set forth above.

Policy Premium: \$65

**Endorsements Attaching to the Policy and Effective at Inception** cybr (07-21):

ALPS-END-NUC (01-18) - Nuclear Incident Exclusion

ALPS-END-RAD (01-18) - Radioactive Contamination Exclusion

ALPS SIG (01-18)

CYBER-END-WA-SAE (07-21)

NOTE: Please refer to Page 2 of these Policy Declarations for Limits of Liability, certain Sub-limits of Liability pertaining to certain coverages under this Policy, and certain Retentions pertaining to certain coverages under this Policy.

ALPS DEC CYBER (07-21) Page 1 of 2



# CYBER LIABILITY AND DATA BREACH RESPONSE INSURANCE

# **POLICY DECLARATIONS**

# Limits of Liability, Sub-limits of Liability and Retentions:

	Aggregate Limit	Retention
Policy Aggregate Limit of Liability — applies to all Insurin Agreements under the Policy, with the exception of the Breac Response coverage, and subject to the applicable aggregat Sub-limits of liability listed below.  1-10 Attorney	h e	
	3 \$100,000	
Sub-Limits of Liability:		
First Party Loss		
Business Interruption Loss:	\$10,000	\$2,500 each loss
Cyber Extortion Loss:	\$10,000	\$2,500 each Extortion Threat
Data Recovery Costs:	\$10,000	\$2,500 each Security Breach
Reputational Loss:	\$10,000	\$2,500 each loss
Liability		
Data & Network Liability:	\$100,000	\$2,500 each loss
Regulatory Defense & Penalties:	\$50,000	\$2,500 each loss
Payment Card Liabilities & Costs:	\$5,000	\$2,500 each loss
Media Liability:	\$100,000	\$2,500 each loss
eCrime		
Fraudulent Instruction:	\$10,000	\$2,500 each loss
Funds Transfer Fraud:	\$10,000	\$2,500 each loss
Telephone Fraud:	\$10,000	\$2,500 each loss
Criminal Reward:	\$10,000	\$2,500 each loss
Breach Response Aggregate Limit of Coverage		
In addition to the Policy Aggregate Limit of Liability		
Breach Response:	\$75,000	\$2,500 each loss

NOTICE: All current and previously submitted application forms delivered to the Underwriters are made a part of the **Policy**. The **Named Insured** may obtain a copy of all application forms by submitting a written request to the Underwriters.

Countersigned by:	Clet	Date: 07/07/2023
	Authorized Representative	



Named Insured: Paradigm Law PLLC Policy No. CYBR20566- 6

Effective Date: 07/08/2023

# SIGNATURE PAGE

IN WITNESS WHEREOF, ALPS Property & Casualty Insurance Company has caused this **Policy** to be executed and attested, but this **Policy** shall not be valid unless countersigned by a duly authorized representative of ALPS Property & Casualty Insurance Company.

[David A. Bell, President]

[Bradley D. Dantic, Secretary]

Bradley D. Dantie

ALPS SIG (01-18) Page 1 of 1



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

# This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments
  Provision relating to immediate medical or surgical relief, to expenses incurred with
  respect to bodily injury, sickness, disease or death resulting from the hazardous
  properties of nuclear material and arising out of the operation of a nuclear facility by any
  person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or



(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

## IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

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

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

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction



or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.





#### **WASHINGTON AMENDATORY ENDORSEMENT**

This Endorsement shall apply to and form a part of your Policy issued by ALPS Property & Casualty Insurance Company. The effective date of this Endorsement is the effective date of your Policy.

In consideration of the premium paid, it is understood and agreed that the Policy is amended as follows:

**SECTION III - EXCLUSIONS** 

SECTION III – EXCLUSIONS, **Criminal, Intentional or Fraudulent Acts**, is deleted in its entirety and replaced with the following:

## **Criminal, Intentional or Fraudulent Acts**

any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional **Security Breach**, intentional violation of a **Privacy Policy**, or intentional or knowing violation of the law, if committed by such **Insured**, or by others if the **insured** colluded or participated in any such conduct or activity; provided this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or written admission by the **Insured**, establishing such conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named insured** shall reimburse us for all **Claims Expenses** incurred defending the **Claim** and we shall have no further liability for **Claims Expenses**. The right to reimbursement of **Claims Expenses** will only apply to the costs we have incurred after we notify the **Insured** in writing that there may not be coverage and that we are reserving our right to terminate the defense or the payment of **Claims Expenses** and to seek reimbursement for **Claims Expenses**.

Provided further, that whenever coverage under this Insurance would be excluded, suspended or lost because of this exclusion relating to acts or violations by any **Insured**, and with respect to which any other **Insured** did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge thereof, then we agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Insured**s who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in above; however this exception to this exclusion is inapplicable to any **Claim** or circumstance that could reasonably be the basis of a **Claim** against the **Insured Organization** arising from acts, errors or omissions known to any present or former member of the **Control Group**.

SECTION VII - GENERAL CONDITIONS, Subrogation, is deleted in its entirety and replaced with the following:

# Subrogation

To the extent of any payment under this Policy, we shall be subrogated to the **Insured**'s rights of recovery against any person or organization after the **Insured** has been fully compensated under this Policy, and the **Insured** shall execute and deliver all instruments and papers and do whatever else may be necessary to secure such rights.

Any amount recovered after payment under this Policy shall be apportioned first to the **Insured** as indicated in the paragraph above and thereafter, in the inverse order of payment to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the same ratio as the recoveries.

SECTION VII - GENERAL CONDITIONS, **Cancellation and Nonrenewal**, is deleted in its entirety and replaced with the following:

#### **Cancellation and Nonrenewal**

This Policy may be cancelled by the **Named Insured** at any time by surrender thereof to us or by mailing or delivering to us written notice stating when the cancellation shall be effective.

Except as otherwise provided, the **Named Insured** may cancel this Policy by notifying us or the insurance producer in one of the following ways:

- A. Written notice by mail, fax, or e-mail;
- B. Surrender of the Policy or binder; or
- **C.** Verbal notice.

Upon receipt of such notice, we will cancel this Policy or any binder issued as evidence of coverage, effective on the later of the following:

- A. The date on which notice is received or the Policy or binder is surrendered; or
- **B.** The date of cancellation required by the **Named Insured**.

If the **Named Insured** provides verbal notice of cancellation to us, the **Named Insured** must also provide written confirmation of cancellation to us. The effective date of cancellation shall be the date of cancellation verbally requested by the **Named Insured**.

This Policy may be cancelled by us by delivering or mailing to the **Named Insured**, and any other person shown by the Policy to have an interest in any loss which may occur thereunder, at the address shown in the **Policy Declarations**, written notice of cancellation, stating the reason for cancellation at least ten (10) days before the effective date of cancellation for nonpayment of premium and forty-five (45) days before the effective date of cancellation for all other reasons. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the **Named Insured**. The effective date of cancellation shall become the end of the **Policy Period**. Delivery of such notice shall be equivalent to mailing. Proof of mailing shall be considered sufficient proof of notice.

If the **Named Insured** cancels this Policy, the earned premium shall be computed in accordance with the customary short rate tables and procedures. If we cancel, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Should we decide to non-renew this Policy, we shall mail or deliver written notice to the **Named Insured**, and any other person shown by the Policy to have an interest in any loss which may occur thereunder, at the address shown in the **Policy Declarations** at least forty-five (45) days before the end of the **Policy Period**. The notice shall include the reason for nonrenewal. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the **Named Insured**.



P.O. Box 9169, Missoula, MT 59807-9169 (800) 367-2577 | (406) 728-3113 | Fax: (406) 728-7416 www.alpsinsurance.com

July 07, 2023

Mr. Jason B. Moore Paradigm Law PLLC 600 1st Avenue, Suite LL06 Seattle, WA 98104

Dear Mr. Moore:

I have enjoyed working with your firm over the past year to provide protection for your law firm. Enclosed you will find your professional liability insurance policy. You will also find the additional Cyber and/or EPLI policies you purchased. Please take a moment to review your policy information and let me know if you have any questions regarding coverage.

As always, I am available to you at any time should you have questions or require more information about the other exclusive benefits available to ALPS policyholders, many of which can be accessed through your firm's Account Center.

I encourage you to log into your ALPS Account Center at https://www.alpsinsurance.com/policy-login to review all of the features available to you. As a reminder, your Login is: PARADIGMLAW. If you don't remember your password, click "Forgot Password" on the login page and it will be retrieved.

Our claims department is comprised entirely of licensed attorneys who are here to assist you in the event of a claim or potential claim. If your firm becomes aware of facts or circumstances that may be the basis of a claim, you must notify ALPS in writing pursuant to the provisions of the policy. Early intervention may help resolve issues before they become full-fledged claims.

Thank you again for continuing to choose ALPS as your firm's carrier. I look forward to working with you in the coming year. Please don't hesitate to call on me at any time if you have questions.

Sincerely,

Barb Kasauskas

Authorized Representative ALPS Property & Casualty Insurance Company