

SAN MATEO COUNTY AGREEMENT NO. _____

THIS AGREEMENT, entered into this 25th day of JUNE 2003 by and between the COUNTY OF SAN MATEO, hereinafter referred to as "County" and SWIFT ATTORNEY SERVICE, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, pursuant to Government Code Section 53060 the County may contract with and employ persons for the furnishing of special services such as service of process; and

WHEREAS, the following attachments are attached hereto and incorporated by reference herein:

1. Exhibit A - Service Description and Payment Schedule
2. Equal Benefits Compliance Declaration Form

WHEREAS, it is necessary and desirable that the Contractor be engaged by the County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be Performed by Contractor.
In consideration of the payment hereinafter set forth, the Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO, DEPARTMENT OF CHILD SUPPORT SERVICES. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. Contract Term.
The term of this agreement shall be from July 1, 2003 through June 30, 2006, unless terminated earlier by the County.
3. Payments.
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", the County shall make payment to the Contractor in the manner specified in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County

determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$540,000.00.

4. Relationship of the Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

5. Worker's Compensation and Employer Liability Insurance

The Contract shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in the California Labor Code section 1861.

6. Liability Insurance.

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by the Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by the Risk Management Division of the Department of Employee and Public Services. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained. The Contractor shall furnish Risk Management with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty days notice must be given, in writing, to the Risk Manager of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Required insurance shall include:

(1) Professional Liability \$1,000,000

- | | | |
|-----|----------------------|-------------|
| (2) | Workers Compensation | Statutory |
| (3) | Auto Insurance | \$1,000,000 |

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy and that if the County or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

After three years from the date this agreement is first executed the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving 60 days notice to the Contractor.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Hold Harmless.

The Contractor shall indemnify and save harmless the County, its' officers, agents, employees and servants from all claims, suits or action of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978 including, but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees or servants, resulting from the performance of any work required of Contractor or payment made pursuant to this agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Confidentiality

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical,

personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures, as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. Non-Assignability

Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

10. Termination of Agreement

The County may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

11. Payment of Permits/Licenses

It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

12. Non-Discrimination.

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex/gender, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i.) Termination of this Agreement
- ii.) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii.) Liquidated damages of \$2,500 per violation;
- iv.) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i.) Examine Contractor's employment records with respect to compliance with this paragraph;
- ii.) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

13. Equal Benefits

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

14. Retention and Access to Records.

Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.

15. Merger Clause.

This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of the document. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in the document are not binding. All subsequent modifications shall be in writing and signed by the County. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

16. Assignments and Subcontracts.

All assignees, subcontractors or consultants working under this Agreement for the Contractor shall be subject to the same terms and conditions applicable to the Contractor under the Agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written above.

COUNTY OF SAN MATEO

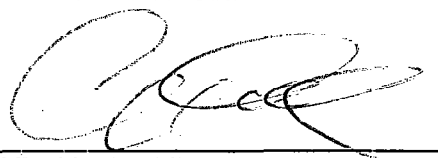
By: _____
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Clerk of the Board of Supervisors

Date: _____

SWIFT ATTORNEY SERVICES

BY: 

FRANK KAUL

EXHIBIT A: Service Description and Payment Schedule

Services to be Performed by the Contractor

For the purpose of this proposal, the local service area includes San Mateo, San Francisco and Santa Clara counties. The non-local service area includes Alameda, Contra Costa, Los Angeles, San Diego, Sacramento and Stockton areas.

1. Documents to be served will be picked up daily from the Department of Child Support Services at 555 County Center, 2nd Floor, Redwood City, CA and twice a day if requested by the Department.
2. When given at least seven (7) calendar days notice, the contractor will attempt to serve or sub-serve documents no later than 21 days prior to the court date.
3. The Department of Child Support Services will attach to the documents to be served a "Work Order" referral which will provide the Contractor with the name and description (photo if available) of the individual or company to be served and the residence and/or business address where the documents are to be served. A court date will also be provided if the matter is scheduled for a hearing.
4. After receipt of documents to be served, contractor will attempt service within five (5) business days for the local service area, seven (7) days for the non-local service area, and seven (7) days for out of state serves.
5. The contractor will return completed proofs of service and in the case of sub-service, declarations of due diligence to the Department within five (5) business days after the service, if the service is within the local service area. Local service area is defined as: San Mateo, San Francisco and Santa Clara counties. A ten percent (10%) discount will be assessed on each serve for which a completed proof of service is not received within five (5) business days after service. The ten percent (10%) discount will be applied to the cost for each respective serve that does not meet this guideline. A 24-hour grace period will be given after the required five (5) business days for the contractor to return completed proofs of service. Department agrees to assess 10% discount within 60 days from receipt of documents.
6. If documents are not served, the contractor will return the documents with court dates, after due diligence has been performed, no later than 5 days after attempted service and/or prior to the court date indicated on the referral, which ever comes first. If a court date is not indicated on the referral, the documents will be returned within 30 days of the date sent for service or by the date indicated on the referral.

7. Service of rush documents will be completed within two days and if the service is unsuccessful, the contractor will notify the Department within the same two-day time frame.
8. The contractor will provide the Department with an accurate description of the person served and the address where the service was accomplished. When service cannot be completed, the contractor will return the documents and note on the referral slip why service was not completed at the address given by the Department.
9. The contractor will respond within 24 hours to inquiries about the status of a service request from Department staff.
10. If service cannot be accomplished at the address provided, the server will attempt to obtain a forwarding address from the current residents, neighbors and apartment managers. The server will then attempt to make service at the new address. If additional locate research is needed to serve the documents, the contractor will return the documents as soon as possible to the Department. The Department will perform further locate research and will issue another referral at the time new positive locate information has been found.
11. The contractor will provide wage and levy writ service for San Mateo, Santa Clara, San Francisco and Alameda counties. This service will include opening a file with the Sheriff, service of the writ, mailing copies to the judgment debtor and returning the proof of service to the Sheriff within five (5) days.
12. If both the business and home addresses provided by the Department are not valid and no new address for service can be readily obtained through contacts made at the attempted service sites, the referral will be returned to the Department unserved.
13. The contractor will be available to testify at any court hearing.
14. The contractor agrees to furnish the Department with an itemized list of charges for each month. This listing must detail each service request being billed; the results of the request, the charge associated with that request and shall reference Department Case Number for each set of documents referred for service.
15. For a specified fee, the contractor will provide same day service.
16. The contractor will provide the Department with biweekly "Work In Progress" reports on all cases that have been referred for service. The status of these reports will detail the current status of all cases referred by the Department which are still in the contractor's inventory or are included in the contractor's current monthly invoice, and will include the case reference number, known as the LCSA

CASE NUMBER, the date the case was received by the Contractor. The Department understands that the Contractor will work with his software vendor to ensure this provision is met in a timely fashion.

17. The contractor shall not perform services not listed on the bid form that are subject to fees or charges without the approval of the Child Support Services Manager, Lead Attorney or Administrator.
18. Contractor will not bill postage or mailing expense for process services to the County, all postage or mailing charges will be paid for directly by Contractor.
19. For special requests on specific serves, during non-regular services hours (between 6pm and 7am), a premium/additional charge may apply, but Contractor agrees to obtain authorization from the Department of Child Support Services Program Services Manager or designated staff prior to performing any work for which a premium charge is applicable. The Department will not pay for any premium charge for which, prior authorization was not obtained by Contractor.
20. The County reserves the right to cancel the contract with 30 days notice if the County finds the quality of service unacceptable.
21. Prior to contract award and before providing services, the contractor must sign a County Agreement and provide the required certificates of insurance, which must be for \$1 million in general liability, \$1 million in automobile liability and statutory Worker's Compensation coverage.

San Mateo County
 Department of Child Support Services
 Process Service Fee Schedule

Contractor: Swift Attorney Service
 Contact: Frank Kaul
 Phone: (650) 364-9612

Fee Schedule for Process Service

Local Counties	Service Fee	Not Found/Return	Locate/Rush
San Mateo	30.00	18.00	22.00
San Francisco	28.50	20.00	22.00
Santa Clara	28.50	20.00	22.00
Non-Local Service Area			
Alameda	33.00	28.50	22.00
Contra Costa	33.00	28.50	22.00
Los Angeles	46.00	35.00	22.00
San Diego	42.00	35.00	22.00
Sacramento	46.00	45.00	22.00
Stockton	42.00	40.00	22.00

Fee schedule for Wage and Levy Writ Service

Local Counties	Service Fee	Locate/Rush
San Mateo	40.00	22.00
San Francisco	50.00	22.00
Santa Clara	40.00	22.00
Non-Local Service Area		
Alameda	60.00	22.00
Contra Costa	70.00	22.00
Los Angeles	85.00	22.00
Sacramento	75.00	22.00
San Diego	85.00	22.00
Stockton	75.00	22.00

*Rural/Coastal Areas: \$36.00

ATTACHMENT I

Required only from Contractors who provide services directly to the Public on the County's behalf.

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in the assurance. The assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. () employs fewer than 15 persons.
- b. () employees 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

FRANK KAUL

Name of 504 Person - Type or Print

<u>SWIFT ATTORNEY SERVICE</u>		<u>500 Allerton St. #10</u>
Name of Contractor(s) - Type or Print		Street Address or P.O. Box
<u>Redwood City, CA</u>		<u>94063</u>
City	State	Zip Code

I certify that the above information is complete and correct to the best of my knowledge:

Date: 4/24/03

[Signature] owner
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultations with a handicapped person seeking its services, there is no method to complying with (the facility accessibility regulations)...other than making a significant alternation in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Swift Attorney Service
Contact Person: Frank Kaul
Address: 500 Allerton Street, #105
Redwood City, CA 94063
Phone Number: (650) 364-9612
Fax Number: (650) 364-3305

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

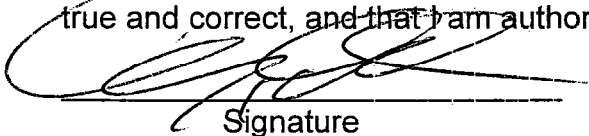
If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


Signature

FRANK KAUL
Name (Please Print)

Owner
Title

4/28/03
Date

**SAN MATEO COUNTY
MEMORANDUM**

DATE: April 18, 2003

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Lisa Raiti
FAX: 365-5397 PONY: CSS 153

SUBJECT: **Contract Insurance Approval**

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Swift Attorney Service

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 8

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Service of Legal Documents

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Professional Liability	\$ 1.5 m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse

Risk Management Signature

4-24-03

Date

MARCH 07, 2003

Fire Policy Status

B Ph. (650)364-9612

KAUL, FRANK L (AN IND)
(DBA) SWIFT ATTORNEY SERVICE
PO BOX 5324
REDWOOD CITY CA 94063-0324

FIRE Policy: 97-QU-1425-8 F Yr issd: 1983
Xref:

Location: 500 ALLERTON ST STE 105
REDWOOD CITY CA

Term: 1 YR PP

Type: WORKERS COMP
Coverage information
LOC BUILDING CONTS

Renew date: SEP-19-03

Premium: 2,467.00
CA FRAUD 5.00
CA SURCHG 48.00
CA USER FND 3.00

End act 09/19/02

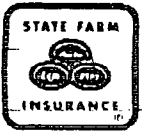
Amount due: SFPP
Date due: SFPP
Bill to: SFPP

Prev prem: 0

Prev risk: 0 SFPP acct:0041-7180-02

Deductibles applied:NONE

Messages:



APRIL 24, 2003

Fire Policy Status

KAUL, FRANK
DBA SWIFT LEGAL SERVICES
PO BOX 5324
REDWOOD CITY CA 94063-0324

B. Ph. (650)364-9612
GENL Policy: 97-B4-6055-2 G Yr issd: 1991
Xref: 97-QD-1728-1 OF
97-32-2988-3 OF, 97-QU-1425-8 WC

Term: CONT

Type: COMM UMB LIAB
Coverage information
LIABILITY 1000000 * CA GAR ASMT

Premium: 255.00
5.00

Renew date: APR-03-04

Amount due: SFPP
Date due: SFPP
Bill to: SFPP

Prev prem: 250

Prev risk: 0 SFPP acct:0041-7180-02

Deductibles applied: DEDUCTIBLES MAY APPLY - SEE FILE

Messages:

Zone: 03

MARCH 07, 2003

Forms / Endorsements

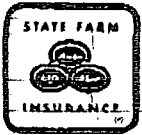
Page 1 of 1

Insured: KAUL, FRANK L
Policy Type: BUSINESS-OFFICE
GENL Policy: 97-QD-1728-1 G

Number	Description	Number	Description
FP-6143	SPECIAL FORM 3		
OPT AR 93500	ACCTS REC		
FE-6205	AMENDATORY END		
FE-6451	TREE DEBRs REM		
FE-6506.1	POLICY END		
FE-6464	POLICY END		
FE-6538.1	GLASS DED SECI		
FE-8750.C	IN MARINE DEC		
FE-8751 156	86 INL MRN CND		
FE-6303	SAFEGUARDS END		
FE-6486	OFF PREM COV		
FE-8759	MISC ARTICLES		

R-Rtn to Status

Accept



APRIL 24, 2003

Fire Policy Status

KAUL, FRANK L
DBA SWIFT LEGAL SERVICES
PO BOX 5324
REDWOOD CITY CA 94063-0324

B Ph: (650)364-9612
GENL Policy: 97-QD-1728-1 G Yr issd: 1983
Xref: 05-69-6082-3 L

Location: 500 ALLERTON ST STE 105
REDWOOD CITY CA 94063

Term: CONT

Type: BUSINESS-OFFICE
Coverage information

Renew date: JUN-01-04

Premium: 1,122.00
CA GAR ASMT 22.00

B-BUSN PROP 93000
C-LOSS INC ACT LOSS

L-BUSN LIAB 500000 *
GEN AGGREGT 1000000
PCO AGGREGT 1000000
M-MED/PERSN 5000

Amount due: SFPP
Date due: SFPP
Bill to: SFPP
Prev prem: 1,079

Prev risk: 90,400 SFPP acct:0041-7180-02

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

Messages:

Year built: 1980 Const: FRAME
Zone: 06
Sub zone: 01

CERTIFICATE OF INSURANCE

This is to certify that the policy of insurance listed below has been issued to the **Named Insured**. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed below. Limits shown may have been reduced by paid claims.

Named Insured and Mailing Address:

Frank L. Kaul
 DBA Swift Attorney Service
 500 Allerton Street
 Suite 105
 Redwood City, California 94063

Company affording coverage: Gulf Insurance Company

Type of insurance: Professional Liability Policy

Policy No.: IG0646264

Policy Period: Effective date November 6, 2002 Expiration date November 6, 2003
 12:01 A.M., Standard Time at the Mailing Address stated above.

Limits of Liability for ISPP Errors and Omissions Liability:

Each Wrongful Act	\$100,000
Policy Aggregate	\$300,000

Limits of Liability for ISPP-General Liability:

General Aggregate Limit	\$ Not Covered
Products-Completed Operations Aggregate Limit	\$ Not Covered
Advertising Injury Limit	\$ Not Covered
Each Occurrence Limit	\$ Not Covered
Fire Damage Limit	\$ Not Covered

Retroactive Date: November 6, 1985

Schedule of Professional Services Insured:

Attorney support services and process servicers.

Certificate Holder Name and Address:

Frank L. Kaul
 DBA Swift Attorney Services
 500 Allerton Street
 Suite 105
 Redwood City, California 94063

NOTE: If the **Named Insured** is the same as the above named Certificate Holder, written Notice of Cancellation will be provided to the **Named Insured** in accordance with the provisions of the policy and any applicable state law.

CANCELLATION: Should the above described policy be cancelled before the expiration date thereof, the issuing Company will endeavor to mail 30 days written notice to the above named Certificate Holder but failure to mail such notice shall impose NO obligation or liability of any kind upon the Company.

Date Certificate Issued: April 15, 2003

"CLAIMS MADE AND REPORTED POLICY"