S281510

IN THE SUPREME COURT OF CALIFORNIA

KATHERINE ROSENBERG-WOHL,
Plaintiff and Appellant,

v.

STATE FARM FIRE AND CASUALTY COMPANY,
Defendant and Respondent.

AFTER A DECISION BY THE COURT OF APPEAL,
FIRST APPELLATE DISTRICT, DIVISION TWO • CASE NO. A163848
SAN FRANCISCO COUNTY SUPERIOR COURT • ANNE-CHRISTINE MASSULLO, JUDGE
CASE NO. CGC-20-587264

RESPONSE TO AMICUS CURIAE BRIEF OF THE CALIFORNIA ATTORNEY GENERAL

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INTRODUCTION

The Attorney General urges the Court to sidestep a key term of the parties' insurance contract based largely on the fact that plaintiff has styled her claim as one under the UCL rather than as a breach of contract or tort action. But no matter what label she gives to her claims, she is bound by her agreement that any claims "on the policy" must be brought within one year. Accordingly, the only real question before this court is one of *contract interpretation and enforcement*.

The Attorney General does not appear to dispute that a UCL claim cannot lie if it is barred by generally applicable legal principles. That includes constitutional principles, jurisdictional principles, equitable limitations on remedies, and—most important for present purposes—principles of contract law. Nothing in the UCL or this Court's decision in *Cortez v. Purolator Air Filtration Products Co.* (2000) 23 Cal.4th 163 (*Cortez*) dictates that contractual conditions relating specifically to the time for filing a lawsuit are unenforceable.

Turning, then, to whether the contract bars plaintiff's UCL claim for injunctive relief, this Court should apply the plain language of the one-year suit provision, which governs the "recovery of any claim" filed in a "court of law *or equity*." (Ins. Code, § 2071, emphasis added.) The clause does not refer to the recovery of *monetary damages* or otherwise limit the reach of the one-year suit provision. On its face, the clause imposes an

obligation on insureds to promptly pursue any claim invoking rights created by the policy within one year, no matter what form of relief the insured may seek, and no matter what legal theory an insured may pursue. That interpretation of the contract is the only interpretation that gives effect to all the language in the one-year suit provision.

ARGUMENT

I. The scope of the UCL is limited by generally applicable legal principles, including principles of contract law that the Attorney General sidesteps.

The Attorney General argues that because the UCL is broad in scope, its statute of limitations is "universally applicable," and there is "no need to look beyond the statutory text." (Attorney General's Amicus Curiae Brief (AG ACB) 28.) But while the UCL is broad, it "cannot be used to state a cause of action the gist of which is absolutely barred under some other principle of law." (*Stop Youth Addiction, Inc. v. Lucky Stores, Inc.* (1998) 17 Cal.4th 553, 566, superseded by statute on another ground as stated in *Arias v. Superior Court* (2009) 46 Cal.4th 969, 982.)

In other words, it is necessary, *but not sufficient*, for a plaintiff to meet the statutory conditions for bringing a UCL action. The plaintiff must not only file a timely lawsuit within the statute of limitations, but must also, for example, maintain standing and establish that a business practice is unfair, unlawful, or fraudulent within the meaning of the UCL.

But the plaintiff must *also* meet any *other* generally applicable conditions for filing suit, such as proper service of the complaint and adherence to venue requirements. It should be beyond dispute that, if a plaintiff's complaint runs afoul of a statutory bar that is not specific to UCL claims, such as that found in government immunity statutes or the anti-SLAPP statute, the case could not go forward even if a UCL violation were otherwise cognizable. Similarly, if a plaintiff's UCL claim contravenes generally applicable constitutional, jurisdictional, or equitable principles, the claim cannot go forward.

There are thus numerous examples of this Court refusing to allow otherwise viable UCL claims where doing so would run afoul of other important legal principles. (See, e.g., *Blatty v. New York Times Co.* (1986) 42 Cal.3d 1033, 1040, 1044, 1048 [plaintiff's UCL claim was barred for failure to satisfy First Amendment requirements]; *Loeffler v. Target Corp.* (2014) 58 Cal.4th 1081, 1125 [although "the reach of the UCL is broad," it "is not without limit"; UCL claim that related to sales tax refunds was barred by administrative exhaustion requirement]; *Charles J. Vacanti, M.D., Inc. v. State Comp. Ins. Fund* (2001) 24 Cal.4th 800, 827–828 [some UCL claims fell under exclusive jurisdiction of Workers' Compensation Appeals Board]; see also *Manufacturers Life Ins. Co. v. Superior Court* (1995) 10 Cal.4th 257, 267 (*Manufacturers Life*) [approving holding of Court of Appeal that, because the Unfair Insurance Practices Act (UIPA) does not create a private right of action for violations of its provisions, "a plaintiff may not 'plead around' that limitation by

casting a cause of action based on a violation of the UIPA as one brought under the [UCL]"]; *Aton Center, Inc. v. United Healthcare Ins. Co.* (2023) 93 Cal.App.5th 1214, 1248 [UCL claim for equitable relief is barred where plaintiff has adequate remedy at law]; *Cortez*, *supra*, 23 Cal.4th at pp. 180–181 ["In deciding whether to grant the remedy or remedies sought by a UCL plaintiff, the court must permit the defendant to offer [equitable] considerations"].)

Common law principles of contract enforcement are no different. Indeed, this Court has already explained that the UCL's statute of limitations "is not a limitations statute in which the Legislature has assumed the task of articulating the specific ways in which established common law principles may or may not apply." (*Aryeh v. Canon Business Solutions* (2013) 55 Cal.4th 1185, 1193.) That "silence triggers a presumption in favor" of applying "settled" common law principles to the UCL statute of limitations. (*Ibid.*) And it is "well-settled" that bargained-for contractual limitations periods are enforceable and do not violate public policy. (*Beeson v. Schloss* (1920) 183 Cal. 618, 622.)

Thus, if a plaintiff's UCL claim runs afoul of a contractual bar such as that found in a release or a provision limiting the time to file suit, the claim cannot go forward. That is why courts regularly honor contractual conditions when assessing the viability of a UCL claim. (See ABOM 42–43 [collecting cases enforcing contractual conditions on lawsuits to UCL actions].)

II. Nothing in Insurance Code section 2071 or in the parties' insurance contract suggests that the one-year suit provision is *less* enforceable than any other contract provision that might bar a UCL claim.

The one-year suit provision in Insurance Code section 2071 states: "No suit or action *on this policy* for the *recovery of any claim* shall be sustainable *in any court of law or equity* unless all the requirements of this policy shall have been complied with, and unless commenced within 12 months next after inception of the loss." (Emphasis added.) There is certainly nothing untoward about including a legislatively endorsed one-year suit provision in an insurance policy. (See ABOM 20–23.)

It so happens that the one-year suit provision and the UCL statute of limitations each impose a time limit on filing suit. What the Attorney General fails to appreciate, however, is that this superficial similarity does not mean the UCL statute *overrides* the operation of the one-year suit provision, so as to deny its enforceability even while other contractual defenses to a claim remain intact.

"Limitations periods in insurance policies are not 'statutes' of limitation; they are contractual limitations on the insurer's liability." (*Great American West, Inc. v. Safeco Ins.* (1991) 226 Cal.App.3d 1145, 1151.) Contractual limitations periods "operate distinct and apart from the statutory limitations period set by the state legislature," and by enacting a statute approving the longstanding limitations provisions in insurance policies, "California has taken the limitation off the law library shelves and made it a matter of contract." (*Wetzel v. Lou Ehlers Cadillac*

Group Long Term Disability Ins. Program (9th Cir. 2000) 222 F.3d 643, 648.) In fact, even outside the context of insurance policies, it is well settled that "parties have a contractual right to opt out of the *statutorily mandated* limitations periods" for civil actions. (*Brisbane Lodging, L.P. v. Webcor Builders, Inc.* (2013) 216 Cal.App.4th 1249, 1262, emphasis added, citing Code Civ. Proc., § 360.5.) That is because the Legislature "has expressly recognized that statutory limitations periods are not imbued with any element of nonwaivable 'public policy.' " (*Ibid.*; see *Handoush v. Lease Finance Group, LLC* (2019) 41 Cal.App.5th 729, 734, fn. 3 [unlike other consumer protection statutes, "the UCL does not contain an antiwaiver provision"].)

The Attorney General dismisses the fact that plaintiff "contractually agreed" to a suit-presentation time limit that is shorter than the statute of limitations, noting that the one-year suit provision is coextensive with and authorized by a statute, and therefore principles of statutory construction apply. (AG ACB 28, citing *Galanty v. Paul Revere Life Ins. Co.* (2000) 23 Cal.4th 368, 374 [holding rules of statutory construction apply to policy language required by statute].) That argument confuses the question of *interpreting* the provision (which we discuss in the next section of this brief) with *enforcing* it. Regardless of how the one-year suit provision is *construed*, it still must be *enforced* as a contract. Authority addressing tools for construction provide no support to the notion that the one-year suit provision is unenforceable because a statute of limitations *also* applies to UCL claims. Carried to its logical extension, the Attorney

General's position would mean that the one-year suit provision would *never* apply, even in breach of contract and bad faith actions, because a statute of limitations exists to govern each. (See Code Civ. Proc., §§ 337, 339.)

The important point here is that this case *does not present a choice between two conflicting statutory schemes.* Rather, it presents a question of contract interpretation and enforcement: When honoring the contracting parties' agreement, does the clause governing an action "on the policy" for the "recovery of any claim" that is filed "in any court of law or equity" include UCL claims for injunctive relief? As we now explain, the answer on the facts alleged here is *yes*.

III. The one-year suit provision does not impose a timeliness condition on *all* UCL actions against insurers, but properly construed, it does bar the one alleged *in this case*.

A. The Attorney General misinterprets State Farm's position, which proposes a principled construction of the one-year suit provision consistent with its plain language.

Not every claim against an insurer arises from claims handling or withholding of policy benefits, and thus not every claim against an insurer is "on the policy" within the meaning of the one-year suit provision. Thus, for example, the provision may not apply where an insurer refuses to issue title policies on property acquired at a tax sale (see *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26), engages in an unlawful boycott (see *Manufacturers Life*, *supra*, 10 Cal.4th 257), includes improper premium charges in all of its policies (see *Troyk v.*

Farmers Group, Inc. (2009) 171 Cal.App.4th 1305), improperly uses the absence of prior insurance as a criteria in determining eligibility for a good driver discount and insurability (*Donabedian v. Mercury Ins. Co.* (2004) 116 Cal.App.4th 968), or, in the case of a life insurer, misleads its insureds into believing it was beneficial to use the cash surrender value of their policies to purchase new policies (*Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952).

However, where the UCL action depends on the insured's presentation of a claim, and allegations that the insurer has improperly adjusted the claim, it is "on the policy" within the most logical reading of that phrase. Stepping back to view that phrasing in context, such UCL claims—like similar insurance bad faith claims—are "on the policy" for the "recovery of any claim" that is filed "in any court of law or equity."

It is no coincidence that plaintiff's UCL allegations in state court closely track the allegations underlying her bad faith claim in federal court. (1 CT 117; ABOM 29.) The UCL claim here should be deemed subject to the one-year suit provision for the same reason that courts routinely hold that bad faith claims are likewise subject to the one-year suit provision. (ABOM 28–31.)

As we next explain, the Attorney General's arguments to the contrary fail to grant the parties' agreed upon terms the deference to which they are owed when read in the context of the policy as a whole.

B. The Attorney General's proposal to limit the one-year suit provision to actions seeking damages fails to account for the plain language of the provision, which covers actions "in any court of law *or equity*."

In the Attorney General's view, the word "claim" in the one-year suit provision does not refer to claims asserted in court, but instead refers to "*insurance claims*—that is, claims for payment that policyholders submit to their insurers." (AG ACB 29.) Therefore, the Attorney General argues, the suit limitation provision applies only to actions seeking to "recover *damages* for a disputed insurance claim." (*Ibid.*, emphasis added.)

The first problem with that argument is that it bypasses the first four words of the provision, which provide that "no suit or action" will lie for the recovery of any claim unless the suit or action is commenced within a year after inception of the loss. The plainest reading of that language is that a "suit or action" that asserts any "claim"—whether for damages, restitution, rescission, declaratory relief, or injunctive relief—is subject to the one-year condition.

The second problem with the Attorney General's argument is that the statute refers to actions "in any court of law *or equity*." The words "recovery" and "claim" cannot be limited in the fashion advanced by the Attorney General because an action for damages "has no place in a court of equity." (*Flood v. Templeton* (1905) 148 Cal. 374, 378). The Attorney General's interpretation improperly nullifies the statute's plain language covering

equitable actions.[1] (See Code Civ. Proc., § 1858 [courts may not "omit what has been inserted" into statute]; see also *Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029, 1039 (*Tuolumne*) ["An interpretation that renders statutory language a nullity is obviously to be avoided"].)

Other language in the Insurance Code supports State Farm's interpretation. In a related statute, the Legislature chose to revive otherwise time-barred law suits for "any insurance claim for damages" arising out of the Northridge earthquake. (Code Civ. Proc., § 340.9.) The absence of such language in the one-year suit provision is further evidence that the Legislature did not intend to limit parties' ability to enter into enforceable contract provisions governing actions in equity as well as for damages. (See *In re Jennings* (2004) 34 Cal.4th 254, 273 [" 'It is a settled rule of statutory construction that where a statute, with reference to one subject contains a given provision, the omission of such provision from a similar statute concerning a related subject is significant to show that a different legislative intent existed with reference to the different statutes' "].)

The Attorney General asserts that "State Farm has offered no theory of how a UCL injunction could constitute recovery of an insurance claim under [Insurance Code] section 2071." (AG ACB

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[1] Thus, even if the Attorney General is correct that the word "claim" means "insurance claims," the statute must be read to account for both legal and equitable relief sought in court. Accordingly, under the AG's interpretation of "claim," the clause "recovery of any claim" means recovery of judicial relief following the denial of an insurance claim.

32–33.) The point is a non sequitur. The prayed-for remedy of an injunction does not "constitute" recovery of an "insurance claim." Rather it is one remedy that may be available for a "claim" in a "suit or action" that is "on the policy."

In sum, the language on which the Attorney General relies is best interpreted as referring to the recovery of judicial relief—equitable or legal—related to the denial of policy benefits. Indeed, as State Farm noted, it is common for an insured to seek declaratory relief after the denial of benefits, and such actions are obviously "on the policy" even though they seek no damages. (ABOM 37.) State Farm's interpretation is the only one that harmonizes the "recovery of any claim" and the "in any court of equity" clauses. (See Code Civ. Proc., § 1858 [courts should "give effect to all" language in the statute]; see also *Tuolumne*, *supra*, 59 Cal.4th at p. 1038 ["It is a maxim of statutory interpretation that courts should give meaning to every word of a statute"].)

C. The Attorney General's interpretation of "on the policy" as applying only to actions that invoke rights under the policy is too narrow and, in any event, plaintiff's UCL action is "on the policy" even under that interpretation.

Like plaintiff, the Attorney General argues that an action is "on the policy" only if it "invokes rights created by the policy to challenge the insurer's denial of a particular insurance claim." (AG ACB 30; see OBOM 11.) In the Attorney General's view, that interpretation means that plaintiff's UCL action is not "on the policy." (AG ACB 33–40.) He is wrong on both counts.

First, an action under *any* legal theory is "on the policy" if it challenges the insurer's handling of a claim for policy benefits. (See *Velasquez v. Truck Ins. Exchange* (1991) 1 Cal.App.4th 712, 719 [explaining that, where an insured's action, regardless of its label, "is based on allegations relating to the handling of a claim or the manner in which it is processed, it is an action 'on the policy' and, therefore, subject to the limitations bar" found in contractual one-year suit provisions].) As State Farm explained, that interpretation fulfills the Legislature's purpose in endorsing the one-year suit provision, which is designed to prevent stale challenges to carriers' handling of insurance claims.[2] (ABOM 25–27.)

Second, even if this Court agrees with the Attorney General's interpretation of "on the policy," that interpretation

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[2] The Attorney General argues that the purpose of the one-year suit provision is to prevent insurance fraud by policyholders. (AG ACB 40–45, citing *Bollinger v. National Fire Ins. Co. of Hartford, Conn.* (1944) 25 Cal.2d 399, 407, superseded by statute on another ground as stated in *American Broadcasting Companies, Inc. v. Walter Reade-Sterling, Inc.* (1974) 43 Cal.App.3d 401, 406.) But as *Bollinger* explains, limitations periods apply " 'even if one has a just claim' " (not a fraudulent one) because " 'the right to be free of stale claims in time comes to prevail over the right to prosecute them.' " (*Bollinger*, at p. 407, quoting *Order of Railroad Telegraphers v. Railway Express Agency* (1944) 321 U.S. 342, 348 [64 S.Ct. 582, 88 L.Ed. 788].) Thus, preventing fraud and preventing stale challenges to the insurer's handling of a claim are two sides of the same coin: both are achieved by " 'an early trial of the matters in dispute' " and the swift " 'production of evidence upon which the rights of the parties may depend.' " (*Ibid.*) Those goals are obviously defeated if the one year suit provision is not enforced as written.

nevertheless establishes that plaintiff's UCL claim *in this case* is subject to the one-year suit provision. The Attorney General argues that plaintiff is not enforcing "legal duties arising from the policy" (AG ACB 40) or challenging State Farm's "denial of a claim based on the terms of the policy" (AG ACB 38). To the contrary, that is *precisely* what plaintiff is doing.

Even a cursory review of Plaintiff's allegations—which the Attorney General hardly references in his argument—establishes that plaintiff is invoking "legal duties arising from the policy." (AG ACB 40.) Plaintiff's complaint describes the scope of her policy, including State Farm's "obligation[s]" under that policy, and the nature of the claim she submitted to State Farm. (1 CT 184–185; see ABOM 28.) Plaintiff then alleges that State Farm failed to fulfill its obligations to adequately investigate her claim, give as much consideration to her interests as those of its own, and provide a reasonable basis for denying her claim. (1 CT 185–188; see ABOM 28–31.) Plaintiff's UCL claim specifically asserts that "State Farm does not accept th[ese] legal obligation[s]" and "will continue to violate its legal obligations." (1 CT 196.)

As State Farm explained, these obligations that State Farm allegedly breached are contractual obligations that arise from State Farm's promise of good faith and fair dealing—a promise that is " 'implied in every insurance contract.' " (ABOM 48–49, quoting *Safeco Ins. Co. of America v. Parks* (2009) 170 Cal.App.4th 992, 1003.)

The Attorney General attempts to distinguish bad faith cases by suggesting that UCL actions "do not depend on implied

contractual policy terms." (AG ACB 38.) Sometimes they do, and sometimes they don't. A UCL action that relates to unlawful calculation of premiums, action in restraint of trade, or redlining may not depend on an insured's policy terms and presentation of a claim under those terms. But *here*, plaintiff's allegations demonstrate her claim does depend on her contractual relationship with State Farm vis-à-vis her claim for policy benefits to rebuild a deteriorating staircase that rotted over time. Regardless whether a UCL claim *could be* asserted against an insurer without invoking rights under the policy, plaintiff's UCL claim *in this case* is a UCL claim that *does* invoke rights under the policy. The allegations in her complaint make that abundantly clear, and the Attorney General makes no serious effort to engage with those allegations or respond to State Farm's argument that plaintiff's claim alleges a breach of contractual terms. (ABOM 48–49.)

Accordingly, plaintiff's UCL action for injunctive relief falls squarely within the one-year suit provision in her contract.

D. This Court should reject the Attorney General's exhortation to limit and even nullify the one-year suit provision simply to allow UCL claims to go forward.

The Attorney General is not a contracting party who is bound by the one-year suit provision, and is not otherwise constrained by standing requirements when asserting UCL claims for injunctive relief to combat unfair, unlawful, or fraudulent business practices. If an insurer is engaging in a practice such as what plaintiff alleges here, and if that practice

violates the UCL, there is no bar to court action to stop the practice. (ABOM 53–54.)

A *private citizen*, however, does not and should not have the full powers of the Attorney General. "[A]n action under the UCL 'is not an all-purpose substitute for a tort or contract action.' " (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1150.) When private enforcement of the UCL in the form of "non-class class actions" was running rampant, Proposition 64 was passed to curb the abuse. And in the context of litigants asserting a private right of action under the UCL, this Court has recognized that those litigants are subject to otherwise applicable defenses against their claims, even when they label the claim as one under the UCL. (See *ante*, Part I.)

The Attorney General, however, urges that a private litigant like plaintiff here should be freed from at least one generally applicable constraint—the one-year suit provision in her insurance policy—so she can "hedge against the risk" that her claims under other theories may be barred. (AG ACB 23.) That is not a principled basis for applying an unduly narrow construction of the one-year suit provision.

IV. The Attorney General misconstrues the gravamen test, which has no bearing here *unless* this Court believes the issue is a contest between two conflicting limitations provisions.

The Attorney General asserts that State Farm is advocating for a "universally applicable" gravamen test. (AG ACB 20.) On the contrary, State Farm does not believe the gravamen test applies at all *unless* this Court believes the issue

presented is not one of contract interpretation, but rather is one of a binary choice between two limitations provisions, with one rendering the other unenforceable. (ABOM 20–32 [explaining that State Farm's primary contention is that this is a case about enforcing bargained-for contractual terms].) State Farm's gravamen analysis is a fallback argument to address that possibility.

The Attorney General also argues that the gravamen test applies only when a court must decide between two of the general statutes of limitations contained in Title 2 of Part 2 of the Code of Civil Procedure. (AG ACB 21–25; see Code Civ. Proc., § 312 et seq.) He is wrong. Courts regularly apply the gravamen test when deciding between a general statute of limitations in that Code, and a statute of limitations in another Code. (See *Hensler v. City of Glendale* (1994) 8 Cal.4th 1, 22 [applying gravamen test to decide between statutes of limitations in Code of Civil Procedure and Government Code]; *Raja Development Co., Inc. v. Napa Sanitary District* (2022) 85 Cal.App.5th 85, 93 [same]; *H. Russell Taylor's Fire Prevention Service, Inc. v. Coca Cola Bottling Corp.* (1979) 99 Cal.App.3d 711, 720 [applying gravamen test to decide between statutes of limitations in Commercial Code and Code of Civil Procedure].) Courts also apply the gravamen test where, as here, neither of the two potential statutes of limitations are part of the Code of Civil Procedure. (See *Campana v. East Bay Municipal Utility Dist.* (2023) 92 Cal.App.5th 494, 499–500 [applying gravamen test to decide

between statutes of limitations in Government Code and Public Utilities Code].)

The Attorney General emphasizes section 312 of the Code of Civil Procedure, which states that the statutes of limitations "in this title" apply unless "a different limitation is prescribed by statute." The Attorney General argues that, because the UCL statute of limitations is a "different limitation [that] is prescribed by statute," that ends the matter. (AG ACB 22.)

But State Farm is not relying on a statute of limitations "in this title" (i.e., in Title 2 of Part 2 of the Code of Civil Procedure). State Farm is relying on the one-year suit provision in its own insurance policy as permitted under Insurance Code section 2071. Section 312 of the Code of Civil Procedure says nothing about how to decide between two competing statutes of limitations when *neither* is in Title 2 of Part 2 of the Code of Civil Procedure, much less when one of them appears in a contract between the parties.

Finally, the Attorney General fails to come to grips with the holding in *Foxen v. Carpenter* (2016) 6 Cal.App.5th 284, 296 that a specific statute of limitations trumps a more general one. (AG ACB 24.) Courts regularly apply the rule, consistent with *Foxen*, that "[a] specific provision relating to a particular subject will govern in respect to that subject, as against a general provision, although the latter, standing alone, would be broad enough to include the subject to which the more particular provision relates." (*Committee for a Progressive Gilroy v. State Water Resources Control Bd.* (1987) 192 Cal.App.3d 847, 859 [applying

that rule and holding statute of limitations in Public Resources Code trumped statute of limitations in Water Code]; see *Capitol Racing, LLC v. California Horse Racing Bd.* (2008) 161 Cal.App.4th 892, 902 [holding challenge to an administrative agency's decision is governed by statute of limitations specific to that agency rather than the statute applicable to agency decisions generally].) That is particularly true where, as here, the Legislature enacted the more specific statute of limitations to advance particular policy goals. (See *Stoll v. Superior Court* (1992) 9 Cal.App.4th 1362, 1368 [applying specific statute of limitations for legal malpractice claims to plaintiff's claim against attorney for breach of fiduciary duty to avoid "increas[ing] the very insurance costs the legislature sought to decrease"].)

CONCLUSION

For the foregoing reasons, and the reasons in State Farm's Answer Brief on the Merits, this Court should hold that plaintiff's UCL action is barred by the one-year suit provision in the parties' contract.

May 13, 2024

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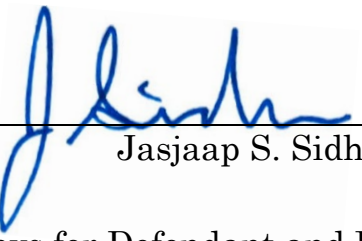
By: 
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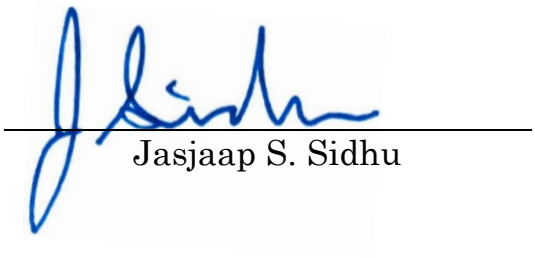

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PROOF OF SERVICE

Rosenberg-Wohl v. State Farm Fire and Casualty Company
Case No. S281510

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 3601 West Olive Avenue, 8th Floor, Burbank, CA 91505-4681.

On May 13, 2024, I served true copies of the following document(s) described as **RESPONSE TO AMICUS CURIAE BRIEF OF THE CALIFORNIA ATTORNEY GENERAL** on the interested parties in this action as follows:

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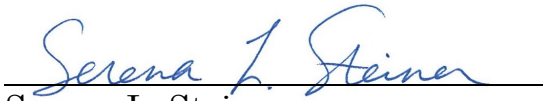

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Case No. S281510

Individual / Counsel Served	Party Represented
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Clerk of the Court California Court of Appeal First Appellate District, Division Two 350 McAllister Street San Francisco, California 94102 (415) 865-7300	Case No. A163848 ***Via TrueFiling***
Clerk of the Court Hon. Ann-Christine Massullo, Dept. 206 San Francisco County Superior Court 400 McAllister Street San Francisco, California 94102-4512 (415) 796-6280	Trial Court Judge Case No. CGC-20-587264 ***Via U.S. Mail***

STATE OF CALIFORNIA
Supreme Court of California

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STATE OF CALIFORNIA
Supreme Court of California

Case Name: **ROSENBERG-WOHL v. STATE FARM FIRE AND CASUALTY COMPANY**
Case Number: **S281510**
Lower Court Case Number: **A163848**

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5/13/2024

Date

/s/Jasjaap Sidhu

Signature

Sidhu, Jasjaap (335862)

Last Name, First Name (PNum)

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