**NTOICE IN LAW**

**Attention Gina Lockwood Assistant Vice President – Claims / Notice date \_\_\_\_/ \_\_\_\_/ \_\_\_\_\_\_**

The Superior court received this from your now Co piolet Garen Kasparian which the superior court has broken down into 2 sections. The Superior court is seeking the specific statute or specific bond provision as it states in **California Code of Regulations Title 10 - Investment Chapter 5 - Insurance Commissioner Sub-chapter 7.5 - Unfair or Deceptive Acts or Practices in the Business of Insurance Article 1 - Fair Claims Settlement Practices Regulations; Sec 2695.10 (b)** which you have not provided for your reasoning in your conclusions with respect to the following specific bond provisions stated.

**(1) All official duties required by law for a notary public employed by the county of riverside and appointed by the Secretary of State; (FULL SCOPE OF DUTIES IS REQUIRED)**

**(2) Outside the scope of her duties as a notary public employed by the county of riverside and appointed by the Secretary of State; (SPECIFICALLY DEFINE OUTSIDE SCOPE OF DUTIES WITH REFERANCE TO FULL SCOPE DESCRIBED ABOVE)**

**Section 2695.10 (b) As soon as possible,** but in no event later than **forty (40) calendar** days after receipt by the insurer of proof of claim, and provided the claim is not in litigation or arbitration, the insurer shall accept or deny the claim, in whole or in part, and affirm or deny liability. Every insurer that denies or rejects a claim in whole or in part, or disputes liability or damages, **shall provide to the claimant** a written statement **listing all bases** for such rejection or denial, and the **factual and legal bases** for each **reason** given for each rejection or denial, which are within the insurer's knowledge. **If an insurer's denial of a claim in whole or in part is based on a specific statute or specific bond provisions, the denial shall include reference thereto and provide an explanation of the application of the statute or bond provision to the claim.** Written notification pursuant to this subsection shall also include a notification that the claimant may have the matter reviewed by the California Department of Insurance and shall provide the address and telephone number of the unit of the Department which reviews complaints regarding claims practices.

The following is a quote of legislative construction sent by Garen Kasparian as an explanation of his reasoning. Which the superior court has asked for the same from him and sent two follow up notices in law to explain the superior courts conclusions. **Also these concerns have never been answered by Garen Kasparian this failure concerns the superior court because of Section 2695.10 (a)** of the above **California code of Regulations Title 10 CHp. 5 INS Com Sub-CHP.-7.5 Article 1; Sec (a)** No insurer shall base or vary its claims settlement practices, **or its standard of scrutiny** and review, upon the claimant's age, gender, income, religion, language, sexual orientation, ancestry, national origin, or physical disability, or upon the **territory of the property or person insured. (Property; Rights invaded and destroyed)**

**Please review:**

Please be advised that the above referenced notary public bond sets forth that the Principal is appointed a notary public in the state of California. **(1) The conditions of the bond is that the Principal shall perform “all official duties required by law for a notary public”.** The main duty of the notary is to verify the identity of the signer of the document in question. The notary is not responsible for verifying the accuracy of the information contained in the document itself nor is the notary responsible for verifying the capacity of the signer. When the validity of the signature is not in dispute, the purpose of the notarization is fulfilled and no damage can be proximately caused by any technical violation of the notary statute or from performance of any non-notarial duties. Absent showing the notary was negligent in the performance of his or her notarial duties, neither the notary nor the notary bond can be held liable.

Based on the foregoing the **(2) allegations against the Principal are a result of acts “outside the scope of her duties as a notary”;** therefore, the notary bond would not provide coverage for damages sustained as a result of the Principal’s “violations arising from her position as chief deputy county assessor for the county of Riverside”. For this reason, the claim asserted against the bond is respectfully denied.

In conclusion please provide the superior court with the above specific statute and specific bond provisions in the claim denial with reference to the 2 points highlighted herein. According to the Section 2695.10 (b) **the denial shall include reference thereto and provide an explanation of the application of the statute or bond provision to the claim**; without this explanation of your reasoning we believe you are in **breach of the sec (a) (b)** of the above referenced **Cal Gov. code.** The superior court will provide (**7) day** **notice after received** with the stipulation that **silent acquiescence is an admission of guilt of the above 2695.10 section (a) & (b) of California Code of Regulations Title 10 - Investment Chapter 5 - Insurance Commissioner Sub-chapter 7.5 - Unfair or Deceptive Acts or Practices in the Business of Insurance Article 1 - Fair Claims Settlement Practices Regulations; Sec 2695.10**; Please provide the superior court the above **2 points in full detail as described herein.**

Thank you

Mario Anthony Sanfilippo Tribunal Superior Court California

**Mailing Address: Superior Court California c/o Post Office Box 890181 Temecula, California Republic \*[92589-0181]**

**CLAIM CA 1199886**

Merchants' Bond Principal's Name\* **Amy Rasmussen** County assessor, RES, AAS, FIAAO, Chief Deputy

**Bond or Policy Number\*41112697**

Claim Amount**\* Total $ 3,888,000.00 Million Dollars**; list of violations with iminium fines; see attachments as reference on the breach minimum fines ;see original claim on file;