

1 GEORGE A. YUHAS (STATE BAR NO. 78678)
ORRICK, HERRINGTON & SUTCLIFFE LLP

2 The Orrick Building
405 Howard Street
3 San Francisco, CA 94105-2669
Telephone: 415-773-5700
4 Facsimile: 415-773-5759

5 JOEL D. SIEGEL (STATE BAR NO. 155581)
BRYAN CAVE LLP

6 120 Broadway, Suite 300
Santa Monica, CA 90401-2386
7 Telephone: 310-576-2100
Facsimile: 310-576-2200

8 Attorneys for Defendants
9 STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY, STATE FARM GENERAL INSURANCE
10 COMPANY, STATE FARM FIRE AND CASUALTY
COMPANY, STATE FARM LIFE INSURANCE COMPANY
11

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN JOAQUIN

15
16 ROGER VICE,

17 Plaintiff,

18 v.

19 STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, an Illinois
20 corporation; STATE FARM GENERAL
INSURANCE COMPANY, an Illinois
21 corporation; STATE FARM FIRE AND
CASUALTY COMPANY, an Illinois
22 corporation; and STATE FARM LIFE
INSURANCE COMPANY, an Illinois
23 corporation and DOES 1 through 20,
inclusive,

24 Defendants.
25

CASE NO. CV 029734

**STATEMENT OF UNDISPUTED
MATERIAL FACTS IN SUPPORT OF
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Date: October 31, 2007
Time: 8:30 a.m.
Dept: 13

Undisputed Material Facts	Supporting Evidence
GENERAL BACKGROUND	
1. State Farm Mutual Automobile Company, State Farm General Insurance Company, State Farm Fire & Casualty Company, and State Farm Life Insurance Company (collectively "State Farm") are all corporations formed under Illinois law and headquartered in Bloomington, Illinois.	Conley Dec. ¶ 2.
2. Although State Farm sells many lines of insurance and financial service products to the public, its core business is auto and fire (homeowners) insurance which comprised the vast majority of the business of Roger Vice ("Vice").	Conley Dec. ¶ 2.
3. For more than fifty years, State Farm has utilized a network of exclusive, independent contractor agents to solicit prospective policyholders and to work with existing State Farm policyholders.	Conley Dec. ¶ 6.
4. State Farm has more than 16,000 such independent contractor agents throughout the United States.	Conley Dec. ¶ 6.
5. The terms of State Farm's relationship with its independent contractor agents is set forth in a written Agent's Agreement.	Conley Dec. ¶ 7; Yuhas Dec. Exh. B at 65:11-66:16 and Exh. C.
6. For many years, State Farm (and other insurance carriers) have been subject to regulation by the California Department of Insurance.	Conley Dec. ¶ 2.
7. Among other things, the California Department of Insurance regulates aspects of the relationship between insurance agents and the insurance carriers that they represent.	Conley Dec. ¶ 2; Cal. Ins. Code § 1633.5.
VICE BECOMES A STATE FARM AGENT	
8. Before becoming an independent contractor agent, Vice spent two years as a trainee agent.	Yuhas Dec. Exh. B at 12:9-18; 19:25-20:7.
9. Roger Vice became a State Farm trainee agent in 1967.	Yuhas Dec. Exh. B at 12:9-12.
10. During the two years that Vice was a trainee agent, he was an employee of State Farm, rather than an independent contractor.	Yuhas Dec. Exh. B at 9:9-11.
11. During Vice's two-year trainee period, State Farm initially advanced \$600 per month to Vice for payment of expenses and his compensation.	Yuhas Dec. Exh. B at 12:22-13:2.
12. During his two year trainee period, Vice earned commissions which were credited against the advances	Yuhas Dec. Exh. B at 13:8-23.

Undisputed Material Facts	Supporting Evidence
made to him.	
13. During his two year trainee period, Vice earned more in commissions than the amounts that had been advanced to him by State Farm.	Yuhas Dec. Exh. B at 14:16-15:11.
14. In 1969, Vice asked that State Farm to appoint him as an independent contractor agent and signed his first Agent's Agreement.	Yuhas Dec. Exh. B at 19:19-20:7.
15. Vice was not required to pay anything to State Farm as a condition of becoming an independent contractor agent under the AA-660 Agent's Agreement that was used in 1969.	Conley Dec. ¶¶ 7-8 and Exh. A.
VICE BECOMES A STATE FARM AGENT IN LODI	
16. During his initial years as a State Farm agent, Vice operated his agency at various locations in Santa Clara County.	Yuhas Dec. Exh. B at 20:22-21:2; 25:16-26:21.
17. During the early or mid-1980s, Vice told State Farm that he wanted to move to a less congested part of California.	Yuhas Dec. Exh. B at 26:25-27:16.
18. Over a period of years, Vice explored the possibility of discontinuing his existing San Jose agency and taking over for a retiring State Farm agent at some other location.	Yuhas Dec. Exh. B at 30:19-32:21.
19. In 1987, an opportunity arose for Vice to become a State Farm agent in Lodi, California when an existing State Farm agent chose to retire.	Yuhas Dec. Exh. B at 32:24-33:13.
20. In 1987, Vice terminated his then-existing AA-3 Agent's Agreement, signed a new Agent's Agreement called the AA-4 form of agreement, and began operations in Lodi.	Yuhas Dec. Exh. B at 24:19-24; 38:8-14; 65:11-66:16 and Exh. C.
21. In connection with the termination of the AA-3 Agent's Agreement, Vice received five years of payments from State Farm (approximately \$17,000 per year) totaling more than \$80,000.	Yuhas Dec. Exh. B at 41:22-42:5; 43:19-44:6.
22. In connection with the establishment of Vice's Lodi agency, State Farm initially agreed to pay Vice \$5,000 per month for a year and then increased that to \$86,600 per month.	Yuhas Dec. Exh. B at 47:13-48:13.
23. In connection with the establishment of Vice's Lodi agency, State Farm assigned to Vice at no charge almost 2,200 existing State Farm policies that he could service and use to generate future commission income. Vice was not obligated to accept these assignments but chose to do	Yuhas Dec. Exh. B at 40:16-23; 38:15-22; Conley Dec. ¶ 33.

Undisputed Material Facts	Supporting Evidence
so.	
24. Vice was not required to make any payments to State Farm as a condition of his being allowed to execute the AA-4 Agent's Agreement and establish his Lodi agency in 1987.	Yuhas Dec. Exh. B at 38:8-22 and Exh. C.
25. In connection with the establishment of Vice's Lodi agency, State Farm paid Vice in excess of \$70,000, rather than the \$5,000 per month it had agreed to pay, separate and apart from the amounts paid in connection with the termination of his AA-3 Agent's Agreement.	Yuhas Dec. Exh. B at 47:13-48:13.
VICE COMPENSATION AND DEDUCTIONS	
26. As a State Farm agent, Vice earns commissions on State Farm policies credited to his account.	Yuhas Dec. Exh. C at 31; Conley Dec. ¶ 31.
27. On a bi-monthly basis, State Farm pays to Vice his earned commissions, less any deductions.	Conley Dec. ¶ 35.
28. The gross commissions and all deductions from those commissions are reflected on monthly recaps provided to Vice by State Farm.	Yuhas Dec. Exh. B at 66:19-69:23; 87:13-88:8; Conley Dec. ¶ 36 and Exh. C.
29. The recap summaries attached as Exhibit B to the Declaration of Thomas Conley reflect the deductions taken from Vice's commissions between January 1, 2002 and April 2007.	Conley Dec. ¶ 36 and Exh. B.
30. In his Complaint and Interrogatory Responses, Vice contends that several different types of payments made by him constitute franchise fees.	Complt. ¶ 7; Yuhas Dec. Exh. A.
COMPUTER HARDWARE AND SOFTWARE	
31. One of the franchise fees claimed by Vice are amounts paid in connection with his lease of computer equipment and software from State Farm.	Complt. ¶ 7; Yuhas Dec. Exh. A at Interrog. No. 7.
32. Like every State Farm agent, Vice is connected to the State Farm computer network used to support State Farm agents and policyholders.	Conley Dec. ¶ 10.
33. On a lease basis, State Farm provides Vice with a base package consisting of computer hardware, software, workstations and ancillary support free of charge.	Conley Dec. ¶ 10 and Exh. B; Yuhas Dec. Exh. B at 72:18-25.
34. State Farm does not require that Vice lease or use any workstations beyond those provided for free by State Farm.	Conley Dec. ¶ 11; Yuhas Dec. Exh. B at 76:5-16.
35. Vice has the option of leasing additional workstations and	Conley Dec. ¶ 11;

Undisputed Material Facts	Supporting Evidence
<p>1 other equipment from State Farm if he chooses to do so, 2 and has chosen to lease two workstations and four 3 monitors at a total cost of \$40/month.</p>	<p>Yuhas Dec. Exh. B at 76:5-16.</p>
<p>4 36. Since the late 1970s, Vice has chosen to lease additional 5 workstations and monitors as a matter of choice because 6 he believes that it allows him to give better service to policyholders.</p>	<p>Yuhas Dec. Exh. B at 76:8-16.</p>
<p>7 37. Some State Farm agents choose to lease workstations or 8 other equipment above and beyond the free base package. Some agents choose not to lease any extra equipment.</p>	<p>Conley Dec. ¶ 11.</p>
<p>9 38. The lease rate charged by State Farm for the additional 10 workstations and monitors leased to Vice is determined by 11 State Farm's cost of providing the incremental equipment 12 and does not include any of the ancillary costs incurred by 13 State Farm or any profit. In total, the lease revenue obtained from agents represents a small fraction of State Farm's cost of supplying computer equipment, software and ancillary support</p>	<p>Conley Dec. ¶ 12.</p>
<p>14 39. Before State Farm began providing Vice with a free 15 package of computer hardware and software in the late 1990s, it did not require Vice to use a computer.</p>	<p>Yuhas Dec. Exh. B at 76:24- 77:6; 94:1-18.</p>
SALES BROCHURES AND OTHER MATERIALS	
<p>17 40. Another type of franchise fee claimed by Vice are 18 payments made by him for sales brochures and other materials.</p>	<p>Complt. ¶ 7; Yuhas Dec. Exh. A at Interrog. No. 5.</p>
<p>19 41. The AA-4 Agent's Agreement signed by Vice provides 20 that State Farm will supply Vice with manuals, forms, 21 records and other materials and supplies as State Farm deems suitable to provide at no charge, and State Farm does so.</p>	<p>Yuhas Dec. Exh. C.</p>
<p>22 42. At no cost, State Farm provides agents with sales manuals 23 that detail its rules and regulations applicable to the 24 solicitation of insurance applications and their submission, 25 State Farm also provides at no charge, claims brochures, application forms, rate sheets, comparison charts, and, on occasion, promotional materials associated with the introduction of new insurance programs.</p>	<p>Conley Dec. ¶ 13.</p>
<p>26 43. State Farm also offers brochures, "branded items" and 27 supplies for purchase by its agents. Branded items consist 28 of items that have the State Farm brand associated with them and include things ranging from stuffed animals to</p>	<p>Yuhas Dec. Exh. B at 56:3- 57:24; 129:4-20; Conley Dec. ¶ 14.</p>

Undisputed Material Facts	Supporting Evidence
business cards to lollipops.	
44. All brochures, branded items or supplies that Vice purchased from State Farm are reflected in the commission/deduction recaps provided by State Farm to Vice.	Yuhas Dec. Exh. B at 87:13-88:8; Conley Dec. ¶¶ 35-38 and Exhs. C-E.
45. State Farm did not and does not require that Vice purchase any brochures, branded items or supplies from it.	Yuhas Dec. Exh. B at 56:3-57:24; 129:4-20; 141:14-25; Conley Dec. ¶ 15.
46. It was Vice's choice whether to purchase brochures, branded items or supplies from State Farm and how much to purchase.	Yuhas Dec. Exh. B at 56:3-57:24; 129:4-20; Conley Dec. ¶ 15.
47. In deciding whether to purchase brochures, branded items or supplies from State Farm, Vice would go through the catalogue provided by State Farm and make his decision.	Yuhas Dec. Exh. B at 56:3-13.
48. For the entire period between January 1, 2002 and December 2006, Vice purchased less than \$55.00 for brochures and similar items from State Farm.	Conley Dec. ¶ 38 and Exh. E.
49. Between January 1, 2002 and December 31, 2006, the single biggest category of supplies ordered by Vice from State Farm consisted of printer cartridges.	Conley Dec. ¶ 38 and Exh. E.
50. Vice was under no obligation to purchase his printer cartridges through State Farm.	Yuhas Dec. Exh. B at 109:15-110:11; Conley Dec. ¶ 15.
51. During the last few years, Vice has chosen not to purchase his printer cartridges through State Farm.	Yuhas Dec. Exh. B at 109:15-110:11.
52. The next largest type of supply ordered by Vice from State Farm between January 1, 2002 and December 31, 2006 is candy, consisting primarily of lollipops.	Conley Dec. ¶ 38 and Exh. E.
53. Vice was under no obligation to purchase candy for his agency or to make any such purchases through State Farm.	Yuhas Dec. Exh. B at 56:21-57:24; Conley Dec. ¶ 15.
54. The other types of supplies ordered by Vice through State Farm consisted of a variety of small miscellaneous items, including such things as a teddy bear, jumper cables and road atlases.	Yuhas Dec. Exh. B at 129:4-20; Conley Dec. ¶ 38 and Exh. E.
55. For sales brochures, the price State Farm has charged Vice includes only the cost of actually printing and mailing the brochures and does not include any development costs or other production expenses.	Conley Dec. ¶ 16.
56. For each of the branded items and other supplies that it offers to its agents, State Farm's prices do not exceed its	Conley Dec. ¶ 16.

Undisputed Material Facts	Supporting Evidence
actual costs to produce and distribute the item.	
57. For supplies that State Farm purchases from third parties and then sells to agents, the price State Farm charged to Vice is no higher than the actual costs incurred by State Farm in purchasing those items and delivery time to its agents.	Conley Dec. ¶ 16.
SIGNAGE	
58. Another type of franchise fee claimed by Vice is that associated with signage purchased from or through State Farm.	Complt. ¶ 7; Yuhas Dec. Exh. A at Interrog. No. 11.
59. State Farm does not require that its agents display indoor or outdoor signage.	Yuhas Dec. Exh. B at 52:23-53:2; 53:15-55:15; Conley Dec. ¶ 17.
60. State Farm does offer for sale signs in the catalogue it provides to agents.	Yuhas Dec. Exh. B at 54:10-55:15; Conley Dec. ¶ 17.
61. Vice purchased an indoor sign from State Farm at some point for use in his Lodi agency.	Yuhas Dec. Exh. B at 52:13-53:8.
62. Vice's decision to purchase this indoor sign was voluntary and was not required by State Farm.	Yuhas Dec. Exh. B at 52:23-53:2.
63. The price charged by State Farm to agents for indoor signage is no higher than the actual cost to State Farm of purchasing the sign from its third party supplier.	Conley Dec. ¶ 17.
64. During the last 20 years, Vice has not purchased an outdoor sign from anyone for its use at his Lodi agency.	Yuhas Dec. Exh. B at 52:6-16.
65. Prior to moving to Lodi in 1987, Vice purchased two outdoor signs for use outside his agency at one or more of his Santa Clara County locations at costs of between \$300 and \$900.	Yuhas Dec. Exh. B at 53:6-56:2.
66. State Farm did not require that Vice purchase these outdoor signs. Vice's decision to purchase these outdoor signs was voluntary.	Yuhas Dec. Exh. B at 53:22-55:18.
67. Vice decided to buy the outdoor signs from State Farm rather than from a third party because it was simpler.	Yuhas Dec. Exh. B at 54:17-21.
68. State Farm does not make outdoor signs.	Conley Dec. ¶ 18.
69. When an agent such as Vice purchases an outdoor sign through State Farm, the price paid by agents such as Vice to State Farm is no higher than the price paid by State Farm to the third party vendor.	Conley Dec. ¶ 18.

Undisputed Material Facts	Supporting Evidence
ADVERTISING EXPENSES	
70. Another type of franchise fee claimed by Vice is payment of advertising expenses.	Complt. ¶ 7; Yuhas Dec. Exh. A at Interrog. No. 9.
71. Vice has paid advertising expenses for yellow page ads.	Yuhas Dec. Exh. B at 57:25-58:12; Conley Dec. ¶ 19.
72. State Farm did not require Vice to engage in yellow page or display advertising.	Yuhas Dec. Exh. B at 61:4-62:16; 63:8-13; Conley Dec. ¶ 19.
73. Vice's decision to engage in yellow page or display advertising and to participate in the State Farm newsletter program was voluntary.	Yuhas Dec. Exh. B at 58:3-9; 61:4-62:16; 63:8-13; 63:21-64:17.
74. Between 2002 and 2006, in addition to his own individual ads, Vice participated in two types of yellow page advertisements.	Conley Dec. ¶ 19.
75. State Farm includes what is sometimes called a "trademark ad" in yellow pages which features the State Farm name at the top and a list of participating State Farm agents below.	Conley Dec. ¶ 21.
76. For trademark ads, State Farm pays for the ad space consumed by the trademark portion of the ad.	Conley Dec. ¶ 21.
77. State Farm gives agents the choice of being included in the list of agents placed below the trademark portion of the ad.	Conley Dec. ¶ 21.
78. If an agent chooses to be included in the listing, that agent is responsible for the cost associated with the ad space consumed by the agent's listing.	Conley Dec. ¶ 21.
79. Vice, like other agents, can also include his own ad in yellow pages.	Conley Dec. ¶ 24.
80. When an agent such as Vice chooses to include his own ad in yellow pages, the agent is responsible for the cost of that ad.	Conley Dec. ¶ 24.
81. Another type of yellow page as is sometimes referred to as a "display ad."	Conley Dec. ¶ 22.
82. A "display ad" is typically larger than the trademark ad and generally consists of a display portion that features the State Farm name and a listing of participating agents.	Conley Dec. ¶ 22.
83. For a "display ad," State Farm pays for the ad space needed for the portion devoted to the State Farm brand and trademark. For agents who meet certain criteria and are deemed "Select Agents," State Farm also pays for the ad	Conley Dec. ¶ 22.

Undisputed Material Facts	Supporting Evidence
space used for the listing of those agents.	
84. Agents who are not Select Agents are offered the opportunity to be listed in display ads.	Conley Dec. ¶ 23.
85. Agents are not required to participate in display ads.	Yuhas Dec. Exh. B at 60:5-63:20; Conley Dec. ¶ 23.
86. If a non-Select Agent chooses to be listed in a display ad, the agent is charged a fixed amount which was originally \$500 and is now \$600.	Conley Dec. ¶ 23.
87. At all times, the amount charged to non-Select Agents for inclusion in display ads was and is less than the amount an agent would have been required to pay to the publisher.	Conley Dec. ¶ 23.
88. State Farm contracts with a company called Marquette to do the necessary design work on all yellow page ads, to make arrangements with publisher, and to handle payments.	Conley Dec. ¶ 20.
89. Marquette bills State Farm for the total cost of ads and design work.	Conley Dec. ¶ 20.
90. State Farm deducts from agents only amounts associated with their own ads, space associated with their listing in trademark ads and (for non-select Agents) for space associated with their space in display ads.	Conley Dec. ¶ 20.
91. The amounts deducted from commissions for agents such as Vice is less than the publishers charge to State Farm through Marquette for the ad space devoted to those agents.	Conley Dec. ¶ 20.
TRAINING AND TRAINING MATERIALS	
92. State Farm did not and does not require Vice to pay for any training or training materials as a condition of him becoming or remaining a State Farm agent.	Yuhas Dec. Exh. B at 155:11-157:21; Exh. C.
93. Vice cannot identify any payments he has ever made to State Farm for training.	Yuhas Dec. Exh. B at 155:11-156:2.
94. On occasion, Vice attended "summer college" presentations about how successful State Farm agents did business.	Yuhas Dec. Exh. B at 97:20-99:13.
95. Vice's participation in these summer colleges was voluntary and not mandated by State Farm.	Yuhas Dec. Exh. B at 99:8-13.
96. On those occasions that Vice attended these summer colleges at places like Sonoma State or Stanford, he believes he may have made payments to State Farm to pay	Yuhas Dec. Exh. B at 99:14-20.

Undisputed Material Facts	Supporting Evidence
for the “room and stuff.”	
COMMISSION RATES	
97. The compensation paid to Vice is a percentage of the premiums policyholders pay to State Farm.	Conley Dec. ¶ 31.
98. The commission rates that State Farm pays to its agents are set forth in various agreements and schedules.	Conley Dec. ¶ 31.
99. The commission rates that State Farm pays to its agents vary somewhat depending on the type of insurance and the circumstances of the transaction.	Conley Dec. ¶ 31.
100. For insurance business for which Vice himself (or his staff) successfully solicited the initial application, State Farm paid Vice a 10% commission for auto policies and 15% for fire (homeowner) policies. This type of business is sometimes referred to as “personally produced” business.	Conley Dec. ¶ 32.
101. State Farm often makes available to agents assignments of existing policies produced and formerly served by another agent who has moved, retired, or ceased acting as a State Farm agent for other reasons. This type of business is sometimes referred to as “assigned” business.	Conley Dec. ¶ 33.
102. State Farm initially pays a 7% commission to an agent who accepts such assigned policyholders for assigned auto and fire policies. After ten years, assigned business is re-classified as personally produced business and commissions are then paid on that basis.	Conley Dec. ¶ 33.
103. No agent is required to accept group assignments of auto or fire policies.	Conley Dec. ¶ 33.
104. The commission rates to be paid by State Farm for auto and fire policies that were personally produced by Vice are set forth in attachments to the AA-4 Agent’s Agreement.	Yuhas Dec. Exh. C.
105. The commission rates to be paid by State Farm to Vice for assigned auto and fire policies are set forth in a separate agreement between State Farm and Vice.	Conley Dec. ¶ 34.
VICE’S ROLE IN THE SALES PROCESS	
106. Section I(A) of the AA-4 Agent’s Agreement between Vice and State Farm authorizes Vice to “solicit applications for insurance, collect premiums, fees and charges, countersign and deliver policies, [and] reinstate and transfer insurance”	Yuhas Dec. Exh. C.

Undisputed Material Facts	Supporting Evidence
107. Section I(L) of the AA-4 Agent's Agreement signed by Vice gives State Farm the exclusive right "to prescribe all . . . policy forms and provisions, premiums, fees, and charges for insurance; rules governing the binding, acceptance, renewal, rejection or cancellation of risks, and adjustment and payment of losses."	Yuhas Dec. Exh. C.
108. As a State Farm agent, Vice solicits prospective policyholders and submits applications to State Farm.	Yuhas Dec. Exh. C at I(A).
109. Vice has no authority to change or establish pricing, terms of insurance, or other policy provisions or to promise that the application will be accepted.	Yuhas Dec. Exh. B at 159:11-160:6; 162:5-163:18 and Exh. C.
110. Vice is not a party to the insurance policies between State Farm and its insureds.	Conley Dec. ¶29.
111. Vice never owns the policy issued by State Farm to its insureds.	Yuhas Dec. Exh. B at 166:5-7 and Exh. C.
112. After an application is submitted, State Farm reviews it for accuracy and to ensure that it meets its underwriting guidelines. If the application is approved, State Farm then issues a formal policy of insurance.	Conley Dec. ¶ 26.
113. State Farm retains the right to accept or reject any proposed policy application submitted by Vice.	Yuhas Dec. Exh. B at 161:22-162:9; Conley Dec. ¶ 26.
114. State Farm establishes the underwriting rules governing the risks that it deems acceptable.	Yuhas Dec. Exh. B at 162:5-163:18; Conley Dec. ¶ 27.
115. State Farm, not Vice, bears the risk of loss and the risk of non-payment on policies that it agrees to issue.	Conley Dec. ¶ 29.
116. State Farm, not Vice, establishes the premiums policyholders pay.	Yuhas Dec. Exh. B at 163:6-7; Conley Dec. ¶ 27.
117. Section I(I) of the AA-4 Agent's Agreement signed by Vice provides that all funds collected by him on behalf of State Farm are "the absolute property" of State Farm.	Yuhas Dec. Exh. C.
118. When policyholders or prospective policyholders give premium money to agents such as Vice, the agent is required to place that money in a separate trust account for State Farm's benefit.	Yuhas Dec. Exh. B at 164:11-165:6 and Exh. C at I(I).
119. State Farm provides temporary coverage to certain applicants for insurance, called a "binder," to protect them from loss from the time they submit their application to the time State Farm approves or rejects it.	Conley Dec. ¶ 30.
120. On all "bound" applications, as with everything else, it is State Farm that is "bound" to provide interim insurance,	Conley Dec. ¶ 30.

Undisputed Material Facts	Supporting Evidence
not the agent, and Vice did not guarantee the "binder."	
THE SPECULATIVE NATURE OF VICE'S CLAIM	
121. Vice has continued to operate his Lodi agency since 1987 and was acting as agent on approximately 2,900 State Farm policies in mid-2006 when he filed this case.	Yuhas Dec. Exh. B at 49:1-14; Conley Dec. ¶ 36 and Exh. C.
122. During the years that Vice has operated his Lodi agency and up to the present time, State Farm has never threatened to terminate Vice's Agent's Agreement.	Yuhas Dec. Exh. B at 174:14-175:19.
123. Vice has no reason to believe that State Farm has considered terminating its contract with Vice, at any time during the past 25 years.	Yuhas Dec. Exh. B at 174:19-175:19.
124. In 2006, Vice received a solicitation from a group of State Farm agents inquiring of his interest in becoming a plaintiff on suit to adjudicate whether State Farm agents some franchises.	Yuhas Dec. Exh. B at 132:8-135:22.
125. In response to this solicitation, Vice agreed to be a plaintiff.	Yuhas Dec. Exh. B at 132:8-135:22.

Dated: August 2, 2007

JOEL D. SIEGEL
BRYAN CAVE LLP

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: _____



George A. Yuhas

Attorneys for Defendants

STATE FARM MUTUAL AUTOMOBILE
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