JUDICIAL BRANCH
WORKERS' COMPENSATION PROGRAM (JBWCP)

TRIAL COURTS
POOLED WORKERS' COMPENSATION PROGRAM

MEMORANDUM OF COVERAGE

Judicial Council of California

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM (JBWCP)

WORKERS' COMPENSATION COVERAGE

DECLARATIONS

1. NAMED COVERED MEMBER: Judicial Branch Workers' Compensation Program, et al; As per Endorsement No. 1

2. TERM:
   - Inception: 12:01 a.m. Pacific Standard Time on July 1, 20__
   - Expiration: 12:01 a.m. Pacific Standard Time on July 1, 20__

3. EXCESS LIMITS OF LIABILITY:
   - Workers' Compensation: $100,000,000 Per Occurrence
   - Employer's Liability: $2,000,000 Per Occurrence

4. FORMS ENDORSEMENTS: Form No. JBWCP 20__-__ WC (A)
   FORMING PART OF THE POLICY AT INCEPTION: Endorsement No. 1

ON BEHALF OF THE JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

AUTHORIZED REPRESENTATIVE

_____

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM (JBWCP)

MEMORANDUM OF COVERAGE

WORKERS' COMPENSATION COVERAGE

ENDORSEMENT NO. 1

It is understood that the Covered Party of the Declarations is completed as follows:

Superior Court of California, County of Alameda
Superior Court of California, County of Alpine
Superior Court of California, County of Amador
Superior Court of California, County of Butte
Superior Court of California, County of Calaveras
Superior Court of California, County of Colusa
Superior Court of California, County of Contra Costa
Superior Court of California, County of Del Norte
Superior Court of California, County of El Dorado
Superior Court of California, County of Fresno
Superior Court of California, County of Glenn
Superior Court of California, County of Humboldt
Superior Court of California, County of Imperial
Superior Court of California, County of Inyo
Superior Court of California, County of Kern
Superior Court of California, County of Kings
Superior Court of California, County of Lake
Superior Court of California, County of Lassen
Superior Court of California, County of Madera
Superior Court of California, County of Marin
Superior Court of California, County of Mariposa
Superior Court of California, County of Mendocino
Superior Court of California, County of Merced
Superior Court of California, County of Modoc
Superior Court of California, County of Mono
Superior Court of California, County of Monterey
Superior Court of California, County of Napa
Superior Court of California, County of Nevada
Superior Court of California, County of Orange

Superior Court of California, County of Placer
Superior Court of California, County of Plumas
Superior Court of California, County of Riverside
Superior Court of California, County of Sacramento
Superior Court of California, County of San Benito
Superior Court of California, County of San Bernardino
Superior Court of California, County of San Diego
Superior Court of California, County of San Francisco
Superior Court of California, County of San Joaquin
Superior Court of California, County of San Luis Obispo
Superior Court of California, County of San Mateo
Superior Court of California, County of Santa Barbara
Superior Court of California, County of Santa Clara
Superior Court of California, County of Santa Cruz
Superior Court of California, County of Shasta
Superior Court of California, County of Sierra
Superior Court of California, County of Siskiyou
Superior Court of California, County of Solano
Superior Court of California, County of Sonoma
Superior Court of California, County of Stanislaus
Superior Court of California, County of Sutter
Superior Court of California, County of Tehama
Superior Court of California, County of Trinity
Superior Court of California, County of Tulare
Superior Court of California, County of Tuolumne
Superior Court of California, County of Ventura
Superior Court of California, County of Yolo
Superior Court of California, County of Yuba

Attached to and forming part of Policy No. JBWCP 2022-23 WC (A)

Effective Date: July 1, 20__

AUTHORIZED REPRESENTATIVE

_____

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM (JBWCP)

MEMORANDUM OF COVERAGE

Trial Court Pooled Workers' Compensation Program

Form No. JBWCP 20__-__ WC (A)

This Memorandum of Coverage (MOC) sets forth the terms, conditions, and limitations of coverage provided under the Judicial Branch Workers' Compensation Program's (JBWCP) Trial Court Pooled Workers' Compensation Program. The terms of this MOC may not be changed or waived except by amendment made a part of this MOC.

Throughout this MOC, words and phrases that appear in **bold** have special meaning. They are defined in General Section A, "Definitions."

GENERAL SECTION

A. DEFINITIONS

The terms in bold print are defined as follows:

1. **Bodily Injury** shall mean bodily injury by accident or disease, including death resulting therefrom, but shall not include **Occupational Disease**.

2. **Covered Party** shall mean a participant in the JBWCP which has sustained a **Loss** which is covered under this MOC of Coverage.

3. **Employee** shall mean any person performing work which renders the **Covered Party** legally liable as an employer under the Workers' Compensation Law of the State of California, or under the common law of the State of California.

4. **Loss** shall mean only such amounts as are actually paid by the **Covered Party** in payment or benefits under the applicable **Workers' Compensation Law**, in settlement of claims, or in satisfaction of awards or judgments for liabilities imposed by the **Workers' Compensation Law** or other law for **Bodily Injury** or **Occupational Disease** to an **Employee**.

5. **Occupational Disease** shall include (1) death resulting therefrom and (2) cumulative injuries.

6. **Occurrence** shall mean an injury or disease of an **Employee** arising out of and in the course of employment that is compensable under the **Workers' Compensation Law**. **Bodily Injury**, illness, or disease sustained by one (1) or

more **Employees**, as a result of a single accident, incident, or exposure, shall be deemed to arise from a single **Occurrence**. The **Occurrence** shall be deemed to take place on the earlier of (a) the last day of the last exposure, in the employment of the **Covered Party**, to conditions causing or aggravating the disease, or (b) the date upon which the **Employee** first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by employment with the **Covered Party**. All **Occupational Disease** sustained by one (1) or more **Employees** as a result of an outbreak of the same communicable disease shall be deemed to arise from a single **Occurrence**. An outbreak of the same communicable disease that spans more than one coverage period shall be deemed to take place during the first such coverage period.

7. **Participant** shall mean a trial court which has elected to participate as a Member in the JBWCP's Trial Court Pooled Workers' Compensation Program and are listed on Endorsement Number 1 of the MOC.

B. THE MEMORANDUM OF COVERAGE

This MOC includes at its effective date the Declarations Page and all endorsements listed on the Declarations Page. This MOC is the coverage document between the **Covered Party** and the JBWCP. The terms of this MOC may not be changed or waived except by endorsement issued by the JBWCP to be part of this MOC.

C. COVERAGE PERIOD

This MOC applies to **Loss**(es) resulting from an **Occurrence** during the coverage period defined in the Declarations.

D. WHO IS COVERED

The **Covered Party** is a **Participant** in the JBWCP. If a **Covered Party** loses its status as a Member, the coverage under this MOC shall terminate immediately upon such change in status.

Volunteer workers are also afforded workers' compensation benefits for performing duties for or on behalf of the **Covered Party** while acting within the scope of their duties on behalf of the **Covered Party** provided that the **Covered Party** has first adopted a resolution as provided in Division 4, Part 1, Chapter 2, Article 2 of the California Labor Code declaring such volunteer workers to be **Employees** of the **Covered Party** for purposes of **Workers' Compensation Law**. Unpaid interns are considered volunteers under this section.

Trial Court Jurors are also afforded workers' compensation benefits for performing duties for or on behalf of the **Covered Party** while acting within the scope of their duties.

E. WORKERS' COMPENSATION LAW

Workers' Compensation Law means the workers' or workmen's compensation law and **Occupational Disease** law of the State of California, or any similar law. It includes any amendments to that law that are in effect during the term of this MOC. It does not include any federal workers' or workmen's compensation law, any federal **Occupational Disease** law, or the provisions of any law that provide non-occupational disability benefits.

PART ONE – WORKERS' COMPENSATION COVERAGE

A. COVERAGE

The JBWCP will pay for **Loss** sustained as a result of an **Occurrence** which the **Covered Party** becomes liable under **Workers' Compensation Law** to which this coverage applies provided that:

1. Injury must occur during the coverage period; and

2. Illness by disease must be caused or aggravated by the conditions of employment by the **Covered Party** and the **Employee's** exposure to the conditions causing or aggravating such injury by disease must occur during the coverage period.

This includes coverage for **Loss** resulting from an **Occurrence** for **Employees** normally employed by the **Covered Party** in the State of California who perform work outside the State of California, but only if all of the following are true: such work is incidental to the **Employee's** regular employment in the State of California; such **Loss** is compensable under the **Workers' Compensation Law** and the Loss shall not be greater than it would have been had liability been imposed by the State of California; the **Employee** claims benefits under the **Workers' Compensation Law** and benefits under the **Workers' Compensation Law** are administered.

Although Out of State premiums are not covered by the JBWCP, the program will work with each trial court to facilitate the process. Please contact JBWCP staff for assistance in procuring out of state coverage. Trial courts will be responsible for payment on all Out of State coverage.

B. DEFENSE

The JBWCP has the right and duty to defend at its expense any claim, proceeding, or suit against the **Covered Party** for liabilities payable by this coverage. The JBWCP has the right to investigate and settle these claims, proceedings, or suits.

The JBWCP shall provide for the defense of, but not the indemnity for, serious and willful misconduct pursuant to Labor Code section 4553, or discrimination or any other actions pursuant to Labor Code section 132a brought before the Workers' Compensation Appeals Board

(WCAB). The JBWCP's duty to defend such claims shall cease upon the resolution of the underlying claim for disability.

C. PAYMENTS THE MEMBER MUST MAKE

The JBWCP is not responsible for any payments in excess of benefits regularly provided by the **Workers' Compensation Law** including those imposed on the **Covered Party** because:

1. Of the **Covered Party's** serious and willful misconduct (except as stated herein above);

2. The **Covered Party** employs an **Employee** in violation of law;

3. The **Covered Party** fails to comply with a health or safety law or regulation;

4. The **Covered Party** discharges, coerces, or otherwise discriminates against any **Employee** in violation of the **Workers' Compensation Law**; or

5. The **Covered Party** violates or fails to comply with any **Workers' Compensation Law** or regulation.

If the JBWCP makes any payments in excess of the benefits regularly provided by the **Workers' Compensation Law** on the **Covered Party**'s behalf, the **Covered Party** shall reimburse the JBWCP promptly.

PART TWO – EMPLOYER'S LIABILITY COVERAGE

The **Program** will provide coverage for Employer's Liability **Losses** up to the **Employer's Liability** stated in the Declarations Page.

This coverage applies to **Bodily Injury**. This coverage is subject to the Limits of Liability set forth herein, provided that those amounts awarded are the direct consequence of **Bodily Injury** that arises out of and in the course of the injured **Employee's** employment by the **Covered Party,** and are claimed against the **Covered Party** in a capacity other than as employer.

1. The **Bodily Injury** must arise out of and in the course of the injured **Employee's** employment by the **Covered Party**.

2. **Bodily Injury** by accident must occur during the coverage period.

3. **Bodily Injury** by disease must be caused or aggravated by the conditions of employment by the **Covered Party.** The **Employee's** exposure to the conditions causing or aggravating such **Bodily Injury** by disease must occur during the coverage period.

PART THREE - POLICY EXCLUSIONS

This MOC shall not apply to:

A. Liability imposed by the **Workers' Compensation Laws** because of **Bodily Injury** to prisoners or inmates who receive compensation from an entity, other than the **Covered Party**, for the work performed except for liability imposed by the **Workers' Compensation Laws** because of **Bodily Injury** to participants of a work release program or other community service program established by a county of the State of California.

B. Employer's Liability Coverage herein does not apply to:

1. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law.
2. **Bodily injury**, illness or disease intentionally caused or aggravated or caused at the direction of the **Covered Party.**
3. Bodily injury to an employee while employed in violation of law with the actual knowledge of the **Covered Party**.

C. Liability for additional compensation imposed on the **Covered Party** under Labor Code section 4557 by reason of injury to an **Employee** under sixteen (16) years of age and illegally employed at the time of the injury.

D. Liability imposed by Labor Code section 4856.

PART FOUR - THE COVERED PARTY'S RETENTION AND JBWCP'S LIMIT OF LIABILITY

A. LIMIT OF COVERAGE BY JBWCP

The **JBWCP** will indemnify the **Covered Party** for **Loss** resulting from an **Occurrence** under **Workers' Compensation Laws**, but will not exceed the JBWCP Limit of Liability stated in Item 3 of the Declarations Page on any one **Loss**. Coverage will include all benefits required under **Workers' Compensation Laws**, including full salary benefits listed in Labor Code section 4850. The JBWCP will pay on behalf of the **Covered Party** for Employer's Liability **Losses** but will not exceed the Limits of Liability stated in Item 3 of the Declarations Page on any one **Loss**.

B. HOW THE LIMIT OF COVERAGE APPLIES

The JBWCP's Limit of Liability stated in the Declarations Page applies to **Loss** resulting from an **Occurrence** covered under the Workers' Compensation Coverage or Employer's Liability Coverage as follows:

1. To one (1) or more **Employees** for **Bodily Injury** or death in any one accident; and

2. To any one (1) **Employee** for **Bodily Injury** or death by disease.

Nothing contained herein shall operate to increase the JBWCP's Limit of Liability under this MOC.

PART FIVE - CONDITIONS

A. NOTICE OF ACCIDENT

1. The **Covered Party** shall immediately; within the reporting requirements of the State of California give prompt written notice to the JBWCP, or its agent, if a claim for an injury, illness, or disease occurs which appears to involve coverage by the JBWCP.

2. Notice of injury, illness, or disease given to the JBWCP shall contain complete details on the injury, illness, or disease. If a suit, claim, or other proceeding is commenced which appears to involve coverage by the JBWCP, the **Covered Party** shall give the JBWCP:

   a) all notices and legal papers related to the claim, proceeding, or suit, or copies of these notices and legal papers;

   b) copies of reports on investigations made by the **Covered Party** on such claims, proceedings, or suits.

3. If continued cooperation through the life of the claim is not provided by the **Covered Party** to the JBWCP within thirty (30) calendar days of knowledge of such claim, or subsequent details about the injury, disease or death including any correspondence and communication with the injured **Employee**, the JBWCP may be required to make decisions on behalf of the **Covered Party**. JBWCP will continue to contact and work with the member before making any final decisions. This requirement is a condition precedent to coverage under this MOC.

B. SUBROGATION - RECOVERY FROM OTHERS

1. The JBWCP has the Covered Party's rights, and the rights of persons entitled to workers' compensation benefits from the **Covered Party**, to recover the JBWCP's loss from any third person liable for the injury, illness or disease.

2. The **Covered Party** shall not take any action after injury or disease that would jeopardize the JBWCP's right of recovery.

3. Any subrogation recovery by the JBWCP will be used to reduce the JBWCP's

Loss

C. MEMORANDUM CONFORMS TO LAW

If terms of this MOC are in conflict with any laws applicable to this Memorandum this statement amends this MOC to conform to such law or document.

D. ACCEPTANCE

By acceptance of this MOC, the **Covered Party** agrees that the statements made on the Declarations Page are the **Covered Party's** agreements and representations, that this MOC is issued in reliance upon the truth of such representations, and that this MOC embodies all agreements existing between the **Covered Party** and the JBWCP or any of the JBWCP's agents relating to this coverage.

E. INSPECTION

The JBWCP has the right, but is not obligated to review the **Covered Party's** programs and operations relating to safety. The JBWCP may give the **Covered Party** reports on the conditions the JBWCP finds. The JBWCP may recommend changes. While they may help reduce losses, the JBWCP does not undertake to perform the duty of any person to provide for the health or safety of the **Covered Party's Employees** or the public. The

JBWCP does not warrant that the **Covered Party's** workplaces are safe or healthful or that they comply with law, regulations, codes, or standards.

F. OTHER INSURANCE

If the **Covered Party** carries other valid and collectible insurance with any other insurer or reinsurer covering a **Loss** also covered by this agreement, the coverage afforded by this agreement shall apply in excess of and shall not contribute with such other insurance.

G. TRANSFER OF THE COVERED PARTY'S RIGHTS AND DUTIES

The **Covered Party's** rights and duties under this MOC may not be transferred without the JBWCP's written consent.

H. DISPUTES AND APPEALS

Final decisions by the JBWCP concerning a claim (including, but not limited to, decisions regarding claim resolution, negotiation, investigation, defense, appeal, or settlement, and decisions about whether coverage exists for a particular claim or part of a claim) shall be made by the Advisory Committee of the JBWCP or its designee within sixty (60) days.

Any matter in dispute between the **Covered Party** and the Program Administrator, outside of a coverage dispute outlined in the MOC, shall be called to the attention of the Program Administrator, and heard by the Advisory Committee or its designee. The Advisory Committee or its designee will review the dispute and respond to the **Covered Party** within sixty (60) days of submittal. The **Covered Party** agrees to accept the Advisory Committee or its designee's decision as final.

JUDICIAL BRANCH
WORKERS' COMPENSATION PROGRAM (JBWCP)

TRIAL COURTS
POOLED WORKERS' COMPENSATION PROGRAM

MEMORANDUM OF COVERAGE

Judicial Council of California

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM
(JBWCP)

WORKERS' COMPENSATION COVERAGE

DECLARATIONS

1. NAMED COVERED MEMBER: Judicial Branch Workers' Compensation Program, et al; As per Endorsement No. 1

2. TERM:
   Inception: 12:01 a.m. Pacific Standard Time on July 1, 20__
   Expiration: 12:01 a.m. Pacific Standard Time on July 1, 20__

3. EXCESS LIMITS OF LIABILITY:
   Workers' Compensation $100,000,000 ~~Million per loss~~ Per Occurrence
   Employer's Liability $2,000,000 ~~any one loss~~Per Occurrence

4. FORMS ENDORSEMENTS: Form No. JBWCP 20__-__WC (A)
   FORMING PART OF THE POLICY AT INCEPTION Endorsement No. 1

ON BEHALF OF THE JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

AUTHORIZED REPRESENTATIVE

_____

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM (JBWCP)

MEMORANDUM OF COVERAGE

WORKERS' COMPENSATION COVERAGE

ENDORSEMENT NO. 1

It is understood that the Covered Party of the Declarations is completed as follows:

Superior Court of California, County of Alameda
Superior Court of California, County of Alpine
Superior Court of California, County of Amador
Superior Court of California, County of Butte
Superior Court of California, County of Calaveras
Superior Court of California, County of Colusa
Superior Court of California, County of Contra Costa
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Superior Court of California, County of El Dorado
Superior Court of California, County of Fresno
Superior Court of California, County of Glenn
Superior Court of California, County of Humboldt
Superior Court of California, County of Imperial
Superior Court of California, County of Inyo
Superior Court of California, County of Kern
Superior Court of California, County of Kings
Superior Court of California, County of Lake
Superior Court of California, County of Lassen
Superior Court of California, County of Madera
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Superior Court of California, County of Sacramento
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Superior Court of California, County of San Francisco
Superior Court of California, County of San Joaquin
Superior Court of California, County of San Luis Obispo
Superior Court of California, County of San Mateo
Superior Court of California, County of Santa Barbara
Superior Court of California, County of Santa Clara
Superior Court of California, County of Santa Cruz
Superior Court of California, County of Shasta
Superior Court of California, County of Sierra
Superior Court of California, County of Siskiyou
Superior Court of California, County of Solano
Superior Court of California, County of Sonoma
Superior Court of California, County of Stanislaus
Superior Court of California, County of Sutter
Superior Court of California, County of Tehama
Superior Court of California, County of Trinity
Superior Court of California, County of Tulare
Superior Court of California, County of Tuolumne
Superior Court of California, County of Ventura
Superior Court of California, County of Yolo
Superior Court of California, County of Yuba

Attached to and forming part of Policy No. JBWCP 2022-23 WC (A)

Effective Date: July 1, 20__

AUTHORIZED REPRESENTATIVE

_____

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM (JBWCP)

MEMORANDUM OF COVERAGE

Trial Court Pooled Workers' Compensation Program

Form No. JBWCP 20__-__ WC (A)

This Memorandum of Coverage (MOC) sets forth the terms, conditions, and limitations of coverage provided under the Judicial Branch Workers' Compensation Program's (JBWCP)~~'s~~ Trial Court Pooled Workers' Compensation Program. The terms of this MOC may not be changed or waived except by amendment made a part of this MOC.

Throughout this MOC, words and phrases that appear in **bold** have special meaning. They are defined in General Section A, "Definitions."

GENERAL SECTION

A. DEFINITIONS

The terms in bold print are defined as follows:

1. **Bodily ~~i~~Injury** shall mean bodily injury by accident or disease, including death resulting therefrom, but shall not include ~~o~~**Occupational ~~d~~Disease**.

2. **Covered Party** shall mean a participant in the JBWCP ~~**Program**~~ which has sustained a ~~l~~**Loss** which is covered under this MOC of Coverage.

3. **Employee** shall mean any person performing work which renders the **Covered Party** legally liable as an employer under the Workers' Compensation ~~Act~~ Law of the State of California, or under the common law of the State of California.

4. **Loss** shall mean only such amounts as are actually paid by the **Covered Party** in payment or benefits under the applicable **Workers' Compensation Law**, in settlement of claims, or in satisfaction of awards or judgments for liabilities imposed by the **Workers' Compensation** ~~**Act**~~ **Law** or other law for ~~b~~**Bodily ~~i~~Injury** or ~~o~~**Occupational ~~d~~Disease** to an ~~e~~**Employee**.

5. **Occupational Disease** shall include (1) death resulting therefrom and (2) cumulative injuries.

6. **Occurrence** shall mean an injury or disease of an **Employee** arising out of and in the course of employment that is compensable under the **Workers' Compensation Law**. **Bodily Injury**, illness, or disease sustained by one (1) or

more **Employees**, as a result of a single accident, incident, or exposure, shall be deemed to arise from a single **Occurrence**. The **Occurrence** shall be deemed to take place on the earlier of (a) the last day of the last exposure, in the employment of the **Covered Party**, to conditions causing or aggravating the disease, or (b) the date upon which the **Employee** first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by employment with the **Covered Party**. All **Occupational Disease** sustained by one (1) or more **Employees** as a result of an outbreak of the same communicable disease shall be deemed to arise from a single **Occurrence**. An outbreak of the same communicable disease that spans more than one coverage period shall be deemed to take place during the first such coverage period.

~~6.~~7. **Participant** shall mean a trial court which has elected to participate as a Member ~~of~~ in the JBWCP's Trial Court Pooled Workers' Compensation Program and are listed on Endorsement Number 1 of the MOC.

B. THE MEMORANDUM OF COVERAGE

This MOC includes at its effective date the Declarations Page and all endorsements listed on the Declarations Page. This MOC is the coverage document between the **Covered Party** and the JBWCP. The terms of this MOC may not be changed or waived except by endorsement issued by the JBWCP to be part of this MOC.

C. COVERAGE PERIOD

This MOC applies to ~~**losses**~~ **Loss**(es) resulting from an **Occurrence** ~~occurring~~ during the coverage period defined in the Declarations.

D. WHO IS COVERED

The **Covered Party** is a **Participant** in the JBWCP. If a **Covered Party** loses its status as a Member, the coverage under this MOC shall terminate immediately upon such change in status.

Volunteer workers are also afforded workers' compensation benefits for performing duties for or on behalf of the **Covered Party** while acting within the scope of their duties on behalf of the **Covered Party** provided that the **Covered Party** has first adopted a resolution as provided in Division 4, Part 1, Chapter 2, Article 2 of the California Labor Code declaring such volunteer workers to be ~~e~~**Employees** of the **Covered Party** for purposes of **Workers' Compensation Law**. Unpaid interns are considered volunteers under this section.

Trial Court Jurors are also afforded workers' compensation benefits for performing duties for or on behalf of the **Covered Party** while acting within the scope of their duties.

E. WORKERS' COMPENSATION LAW

Workers' Compensation Law means the workers' or workmen's compensation law and ~~o~~**O**~~O~~**ccupational** ~~d~~**D**~~D~~**isease** law of the State of California, or any similar law. It includes any amendments to that law that are in effect during the term of this MOC. It does not include any federal workers' or workmen's compensation law, any federal ~~o~~**O**~~O~~**ccupational** ~~d~~**D**~~D~~**isease** law, or the provisions of any law that provide non-occupational disability benefits.

PART ONE – WORKERS' COMPENSATION COVERAGE

A. COVERAGE

The JBWCP will pay ~~those sums~~for **Loss** sustained as a result of an **Occurrence** ~~for~~ which the **Covered Party** becomes liable under ~~the~~ **Workers' Compensation Law**~~Act~~ to which this coverage applies~~. The JBWCP will not pay more than~~ provided that:

~~Limit of Liability stated in Item 3 of the Declarations page and further defined under Part Four of this Memorandum during the Coverage Period provided that:~~

1. Injury must occur during the coverage period; and

2. Illness by disease must be caused or aggravated by the conditions of employment by the **Covered Party** and the ~~e~~**E**~~E~~**mployee's** exposure to the conditions causing or aggravating such injury by disease must occur during the coverage period.

This includes coverage for **Loss** resulting from an **Occurrence** for **Employees** normally employed by the **Covered Party** in the State of California who perform work outside the State of California, but only if all of the following are true: such work is incidental to the **Employee's** regular employment in the State of California; such **Loss** is compensable under the **Workers' Compensation Law** and the Loss shall not be greater than it would have been had liability been imposed by the State of California; the **Employee** claims benefits under the **Workers' Compensation Law** and benefits under the **Workers' Compensation Law** are administered.

Although Out of State premiums are not covered by the JBWCP~~program~~, the program will work with each trial court to facilitate the process. Please contact JBWCP staff for assistance in procuring out of state coverage. Trial courts will be responsible for payment on all ~~o~~Out of ~~s~~State coverage.

B. DEFENSE

The JBWCP has the right and duty to defend at its expense any claim, proceeding, or suit against the **Covered Party** for liabilities payable by this coverage. The JBWCP has the right to investigate and settle these claims, proceedings, ~~,~~or suits.

The JBWCP shall provide for the defense of, but not the indemnity for, serious and willful misconduct pursuant to Labor Code section 4553, or discrimination or any other actions pursuant to Labor Code section 132a brought before the Workers' Compensation Appeals Board (WCAB). The JBWCP's duty to defend such claims shall cease upon the resolution of the underlying claim for disability.

C. PAYMENTS THE MEMBER MUST MAKE

The JBWCP is not responsible for any payments in excess of benefits regularly provided by the **Workers' Compensation Law~~Act~~** including those imposed on the **Covered Party** because:

1. Of the **Covered Party's** serious and willful misconduct (except as stated herein above);

2. The **Covered Party** employs an **~~e~~Employee** in violation of law;

3. The **Covered Party** fails to comply with a health or safety law or regulation;

4. The **Covered Party** discharges, coerces, or otherwise discriminates against any **~~e~~Employee** in violation of the **Workers' Compensation Law~~Act~~**; or

5. The **Covered Party** violates or fails to comply with any **Workers' Compensation Law** or regulation.

If the JBWCP makes any payments in excess of the benefits regularly provided by the **Workers' Compensation Law~~Act~~** on the **Covered Party**'s behalf, the **Covered Party** shall reimburse the JBWCP promptly.

PART TWO – EMPLOYER'S LIABILITY COVERAGE

The **Program** will provide coverage for ~~em~~Employer's ~~l~~Liability ~~losses~~ **Losses** up to the **Employer's Liability~~Program's Limit of Liability~~** stated in the Declarations Page.

This coverage applies to **~~b~~Bodily ~~i~~Injury**. This coverage is subject to the Limits of Liability set forth herein, provided that those amounts awarded are the direct consequence of **~~b~~Bodily ~~i~~Injury** that arises out of and in the course of the injured **~~e~~Employee's** employment by the **Covered Party,** and are claimed against the **Covered Party** in a capacity other than as employer.

1. The **~~b~~Bodily ~~i~~Injury** must arise out of and in the course of the injured **~~e~~Employee's** employment by the **Covered Party**.

2. **Bodily ~~i~~Injury** by accident must occur during the coverage period.

3. **Bodily ~~i~~Injury** by disease must be caused or aggravated by the conditions of employment by the **Covered Party.** The **~~e~~Employee's** exposure to the conditions causing or aggravating such **~~b~~Bodily ~~i~~Injury** by disease must occur during the coverage period.

PART THREE - POLICY EXCLUSIONS

This MOC shall not apply to:

A. Liability imposed by the **Workers' Compensation Laws** because of **~~b~~Bodily ~~i~~Injury** to prisoners or inmates who receive compensation from an entity, other than the **Covered Party**, for the work performed except for liability imposed by the **Workers' Compensation Laws** because of **~~b~~Bodily ~~i~~Injury** to participants of a work release program or other community service program established by a county of the State of California.

B. Employer's Liability Coverage herein does not apply to:

1. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law.
2. **Bodily injury**, illness or disease intentionally caused or aggravated or caused at the direction of the **Covered Party.**
3. Bodily injury to an employee while employed in violation of law with the actual knowledge of the **Covered Party**.

~~E.~~C. Liability for additional compensation imposed on the **Covered Party** under Labor Code ~~S~~section 4557 by reason of injury to an **~~e~~Employee** under sixteen (16) years of age and illegally employed at the time of the injury.

~~F.~~D. Liability imposed by Labor Code ~~S~~section 4856.

PART FOUR - THE COVERED PARTY'S RETENTION AND JBWCP'S LIMIT OF LIABILITY

A. **LIMIT OF COVERAGE BY JBWCP**

The **JBWCP** will indemnify the **Covered Party** for **~~l~~Loss** resulting from an **Occurrence** under **Workers' Compensation Laws**, but will not exceed the JBWCP Limit of Liability stated in Item 3 of the Declarations Page on any one **~~l~~Loss**. Coverage will include all benefits required under **Workers' Compensation Laws**, including full salary benefits listed in Labor Code ~~S~~section 4850. The JBWCP will pay on behalf of the **Covered Party** for Employer's Liability **~~l~~Losses** but will not exceed the Limits of Liability stated in Item 3 of the Declarations Page on any one **~~l~~Loss**.

B. **HOW THE LIMIT OF COVERAGE APPLIES**

The JBWCP's Limit of Liability~~Coverage~~ stated in the Declarations Page applies to ~~claims~~ **Loss** resulting from an **Occurrence** covered under the Workers' Compensation Coverage or Employer's Liability Coverage as follows:

1. To one (1) or more ~~e~~**E**mployees for ~~b~~**B**odily ~~i~~**I**njury or death in any one accident; and

2. To any one (1) ~~e~~**E**mployee for ~~b~~**B**odily ~~i~~**I**njury or death by disease.

Nothing contained herein shall operate to increase the JBWCP's Limit of ~~Coverage~~ Liability under this MOC.

PART FIVE - CONDITIONS

A. NOTICE OF ACCIDENT

1. The **Covered Party** shall immediately; within the reporting requirements of the State of California give prompt written notice to the JBWCP, or its agent, if a claim for an injury, illness, or disease occurs which appears to involve coverage by the JBWCP.

2. Notice of injury, illness, or disease given to the JBWCP shall contain complete details on the injury, illness, or disease. If a suit, claim, or other proceeding is commenced which appears to involve coverage by the JBWCP, the **Covered Party** shall give the JBWCP:

   a) all notices and legal papers related to the claim, proceeding, or suit, or copies of these notices and legal papers;

   b) copies of reports on investigations made by the **Covered Party** on such claims, proceedings, or suits.

~~If written notice is not provided by the **Covered Party** to the JBWCP within thirty (30) calendar days of knowledge of such claim, coverage will not be provided under this Memorandum of Coverage.~~

3. If continued cooperation through the life of the claim is not provided by the **Covered Party** to the JBWCP within thirty (30) calendar days of knowledge of such claim, or subsequent details about the injury, disease or death including any correspondence and communication with the injured **Employee**, the JBWCP may be required to make decisions on behalf of the **Covered Party**. JBWCP will continue to contact and work with the member before making any final decisions.

This requirement is a condition precedent to coverage under this MOC.

B. SUBROGATION - RECOVERY FROM OTHERS

1. The JBWCP has the Covered Party's rights, and the rights of persons entitled to workers' compensation benefits from the **Covered Party**, to recover the JBWCP's loss from any third person liable for the injury, illness or disease.

2. The **Covered Party** shall not take any action after injury or disease that would jeopardize the JBWCP's right of recovery.

3. Any subrogation recovery by the JBWCP will be used to reduce the JBWCP's ~~l~~**Loss**

C. MEMORANDUM CONFORMS TO LAW

If terms of this ~~Memorandum~~ MOC are in conflict with any laws applicable to this Memorandum this statement amends this ~~Memorandum~~ MOC to conform to such law or document.

D. ACCEPTANCE

By acceptance of this ~~Memorandum~~MOC, the **Covered Party** agrees that the statements made on the Declarations Page are the **Covered Party's** agreements and representations, that this ~~Memorandum~~ MOC is issued in reliance upon the truth of such representations, and that this ~~Memorandum~~ MOC embodies all agreements existing between the **Covered Party** and the JBWCP or any of the JBWCP's agents relating to this coverage.

E. INSPECTION

The JBWCP has the right, but is not obligated to review the **Covered Party's** programs and operations relating to safety. The JBWCP may give the **Covered Party** reports on the conditions the JBWCP finds. The JBWCP may recommend changes. While they may help reduce losses, the JBWCP does not undertake to perform the duty of any person to provide for the health or safety of the **Covered Party's** ~~e~~**Employees** or the public. The

JBWCP does not warrant that the **Covered Party's** workplaces are safe or healthful or that they comply with law, regulations, codes, or standards.

F. OTHER INSURANCE

If the **Covered Party** carries other valid and collectible insurance with any other insurer or reinsurer covering a **Loss** also covered by this agreement, the coverage afforded by this agreement shall apply in excess of and shall not contribute with such other insurance.

~~F.~~G. TRANSFER OF THE COVERED PARTY'S RIGHTS AND DUTIES

The **Covered Party's** rights and duties under this ~~Memorandum~~ MOC may not be transferred without the JBWCP's written consent.

~~G.~~H. DISPUTES AND APPEALS~~ARBITRATION~~

Final decisions by the JBWCP concerning a claim (including, but not limited to, decisions regarding claim resolution, negotiation, investigation, defense, appeal, or settlement, and decisions about whether coverage exists for a particular claim or part of a claim) shall be made by the Advisory Committee of the JBWCP or its designee within sixty (60) days. ~~The JBWCP and **Covered Party** may agree to submit any dispute arising from such decisions to binding arbitration if mutually agreeable by all disputing parties.~~

~~Arbitration shall be conducted pursuant to the California Code of Civil Procedure, Title 9 (commencing with Section 1280). The parties may agree upon a single arbitrator, in which case arbitration shall be conducted by that single arbitrator. If the parties cannot agree upon a single arbitrator, arbitration shall be conducted by a three-person panel. The **Covered Party** shall select one (1) arbitrator and the JBWCP shall select one (1) arbitrator, and the two (2) arbitrators shall select a third (3rd) arbitrator upon mutual agreement. No arbitrator shall be employed or affiliated with the Program or the **Covered Party**.~~

~~The selection of arbitrators shall take place within twenty (20) calendar days from the receipt of the request for arbitration.~~

~~If a single arbitrator is used, each party shall bear one-half (1/2) of the cost of the arbitrator. In three (3) arbitrator cases, each party shall bear the cost of its selected arbitrator and one half (1/2) of the third (3rd) selected arbitrator. In addition, each party shall be responsible for its own costs and expenses of arbitration.~~

Any matter in dispute between the **Covered Party** and the Program Administrator, outside of a coverage dispute outlined in the ~~Memorandum of Coverage~~MOC, shall be called to the attention of the Program Administrator, and heard by the Advisory Committee or its designee. The Advisory Committee or its designee will review the dispute and respond to the **Covered Party** within ~~S~~sixty (60) days of submittal. The **Covered Party** agrees to accept the Advisory Committee or its designee's decision as final.

JUDICIAL BRANCH
WORKERS' COMPENSATION PROGRAM (JBWCP)

JUDICIARY
MEMORANDUM OF COVERAGE

Judicial Council of California

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

WORKERS' COMPENSATION COVERAGE

DECLARATIONS

1. NAMED COVERED MEMBER: Judicial Branch Workers' Compensation Program, et al; As per Endorsement No. 1

2. TERM:
   - Inception: 12:01 a.m. Pacific Standard Time on July 1, 2022
   - Expiration: 12:01 a.m. Pacific Standard Time on July 1, 2023

3. LIMITS OF LIABILITY:
   - Workers' Compensation $100,000,000 Per Occurrence
   - Employer's Liability $2,000,000 Per Occurrence

4. FORMS ENDORSEMENTS: FORMING PART OF THE POLICY AT INCEPTION
   Form No. JBWCP 20__-__WC (B)
   Endorsement No. 1

ON BEHALF OF THE JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

AUTHORIZED REPRESENTATIVE

_____

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM (JBWCP)

MEMORANDUM OF COVERAGE

WORKERS' COMPENSATION COVERAGE

ENDORSEMENT NO. 1

It is understood that the Covered Party of the Declarations is completed as follows:

JBWCP Judiciary Program Members:

California Supreme Court
California Court of Appeal - 1st District
California Court of Appeal - 2nd District
California Court of Appeal - 3rd District
California Court of Appeal - 4th District
California Court of Appeal - 5th District
California Court of Appeal - 6th District
Commission on Judicial Performance
Habeas Corpus Resource Center
California Judicial Center Library
Trial Court Judges for California Superior Courts
Judicial Council of California

Attached to and forming part of Policy No. JBWCP 2022-23 WC (B)

Effective Date: July 1, 20__

AUTHORIZED REPRESENTATIVE

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

MEMORANDUM OF COVERAGE

Judiciary Pooled Workers' Compensation Program

Form No. JBWCP 20__-__ WC (B)

This Memorandum of Coverage (MOC) sets forth the terms, conditions, and limitations of coverage provided under the Judicial Branch Workers' Compensation Program's (JBWCP) Judiciary Pooled Workers' Compensation Program. The terms of this MOC may not be changed or waived except by amendment made a part of this MOC.

Throughout this MOC, words and phrases that appear in **bold** have special meaning. They are defined in General Section A, "Definitions."

GENERAL SECTION

A. DEFINITIONS

The terms in bold print are defined as follows:

1. **Bodily Injury** shall mean bodily injury by accident or disease, including death resulting therefrom, but shall not include **Occupational Disease**.

2. **Covered Party** shall mean a **Participant** in the JBWCP which has sustained a **Loss** which is covered under this MOC of Coverage.

3. **Employee** shall mean any person performing work which renders the **Covered Party** legally liable as an employer under the Workers' Compensation Act of the State of California, or under the common law of the State of California.

4. **Loss** shall mean only such amounts as are actually paid by the **Covered Party** in payment or benefits under the applicable **Workers' Compensation Law**, in settlement of claims, or in satisfaction of awards or judgments for liabilities imposed by the **Workers' Compensation Law** or other law for **Bodily Injury** or **Occupational Disease** to an **Employee**.

5. **Occupational Disease** shall include (1) death resulting therefrom and (2) cumulative injuries.

6. **Occurrence** shall mean an injury or disease of an **Employee** arising out of and in the course of employment that is compensable under the **Workers' Compensation**

Law. **Bodily Injury**, illness, or disease sustained by one (1) or more **Employees**, as a result of a single accident, incident, or exposure, shall be deemed to arise from a single **Occurrence**. The **Occurrence** shall be deemed to take place on the earlier of (a) the last day of the last exposure, in the employment of the **Covered Party**, to conditions causing or aggravating the disease, or (b) the date upon which the **Employee** first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by employment with the **Covered Party**. All **Occupational Disease** sustained by one (1) or more **Employees** as a result of an outbreak of the same communicable disease shall be deemed to arise from a single **Occurrence**. An outbreak of the same communicable disease that spans more than one coverage period shall be deemed to take place during the first such coverage period.

7. **Participant** shall mean all courts and branch agencies electing to participate as a Member in the JBWCP's Judiciary Pooled Workers' Compensation Program and are listed on Endorsement Number 1 of this MOC.

B. THE MEMORANDUM OF COVERAGE

This MOC includes at its effective date the Declarations Page and all endorsements listed on the Declarations Page. This MOC is the coverage document between the **Covered Party** and the JBWCP. The terms of this MOC may not be changed or waived except by endorsement issued by the JBWCP to be part of this MOC.

C. COVERAGE PERIOD

This MOC applies to **Loss(es)** resulting from an **Occurrence** during the coverage period defined in the Declarations.

D. WHO IS COVERED

The **Covered Party** is a **Participant** in the JBWCP. If a **Covered Party** loses its status as a Member, the coverage under this MOC shall terminate immediately upon such change in status.

Volunteer workers are also afforded workers' compensation benefits for performing duties for or on behalf of the **Covered Party** while acting within the scope of their duties on behalf of the **Covered Party** provided that the **Covered Party** has first adopted a resolution as provided in Division 4, Part 1, Chapter 2, Article 2 of the California Labor Code declaring such volunteer workers to be **Employees** of the **Covered Party** for purposes of **Workers' Compensation Law**. Unpaid interns are considered volunteers under this section.

E. WORKERS' COMPENSATION LAW

Workers' Compensation Law means the workers' or workmen's compensation law and **Occupational Disease** law of the State of California, or any similar law. It includes any amendments to that law that are in effect during the term of this MOC. It does not include any federal workers' or workmen's compensation law, any federal **Occupational Disease** law, or the provisions of any law that provide non-occupational disability benefits.

PART ONE – WORKERS' COMPENSATION COVERAGE

A. COVERAGE

The JBWCP will pay for **Loss** sustained as a result of an **Occurrence** for which the **Covered Party** becomes liable under **Workers' Compensation Law** to which this coverage applies provided that:

1. Injury must occur during the coverage period; and

2. Illness by disease must be caused or aggravated by the conditions of employment by the **Covered Party** and the **Employee's** exposure to the conditions causing or aggravating such injury by disease must occur during the coverage period.

This includes coverage for **Loss** resulting from an **Occurrence** for **Employees** normally employed by the **Covered Party** in the State of California who perform work outside the State of California, but only if all of the following are true: such work is incidental to the **Employee's** regular employment in the State of California; such **Loss** is compensable under the **Workers' Compensation Law** and the **Loss** shall not be greater than it would have been had liability been imposed by the State of California; the **Employee** claims benefits under the **Workers' Compensation Law** and benefits under the **Workers' Compensation Law** are administered.

Although Out of State premiums are not covered by the JBWCP, the program will work with each Judiciary Program Member to facilitate the process. Please contact JBWCP staff for assistance in procuring Out of State coverage. The premiums for Out of State coverage will be added to the Judiciary Program Member's JBWCP premium for payment.

B. DEFENSE

The JBWCP has the right and duty to defend at its expense any claim, proceeding, or suit against the **Covered Party** for liabilities payable by this coverage. The JBWCP has the right to investigate and settle these claims, proceedings, or suits.

The JBWCP shall provide for the defense of, but not the indemnity for, serious and willful misconduct pursuant to Labor Code section 4553, or discrimination or any other actions pursuant to Labor Code section 132a brought before the Workers' Compensation Appeals Board (WCAB). The JBWCP's duty to defend such claims shall cease upon the resolution of the underlying claim for disability.

C. PAYMENTS THE MEMBER MUST MAKE

The JBWCP is not responsible for any payments in excess of benefits regularly provided by the **Workers' Compensation Law** including those imposed on the **Covered Party** because:

1. Of the **Covered Party's** serious and willful misconduct (except as stated herein above);

2. The **Covered Party** employs an **Employee** in violation of law;

3. The **Covered Party** fails to comply with a health or safety law or regulation;

4. The **Covered Party** discharges, coerces, or otherwise discriminates against any **Employee** in violation of the **Workers' Compensation Law**; or

5. The **Covered Party** violates or fails to comply with any **Workers' Compensation Law** or regulation.

If the JBWCP makes any payments in excess of the benefits regularly provided by the **Workers' Compensation Law** on the **Covered Party**'s behalf, the **Covered Party** shall reimburse the JBWCP promptly.

PART TWO – EMPLOYER'S LIABILITY COVERAGE

The JBWCP will provide coverage for Employer's Liability **Losses** up to the Employer's Liability stated in the Declarations Page.

This coverage applies to **Bodily Injury**. This coverage is subject to the Limits of Liability set forth herein, provided that those amounts awarded are the direct consequence of **Bodily Injury** that arises out of and in the course of the injured **Employee's** employment by the **Covered Party,** and are claimed against the **Covered Party** in a capacity other than as employer.

1. The **Bodily Injury** must arise out of and in the course of the injured **Employee's** employment by the **Covered Party**.

2. **Bodily Injury** by accident must occur during the coverage period.

3. **Bodily Injury** by disease must be caused or aggravated by the conditions of employment by the **Covered Party.** The **Employee's** exposure to the conditions causing or aggravating such **Bodily Injury** by disease must occur during the coverage period.

PART THREE - POLICY EXCLUSIONS

This MOC shall not apply to:

A. Liability imposed by the **Workers' Compensation Laws** because of **Bodily Injury** to prisoners or inmates who receive compensation from an entity, other than the **Covered Party**, for the work performed except for liability imposed by the **Workers' Compensation Laws** because of **Bodily Injury** to participants of a work release program or other community service program established by a county of the State of California;

B. Employer's Liability Coverage herein does not apply to:

1. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law.
2. Bodily injury, illness, or disease intentionally caused or aggravated or caused at the direction of the **Covered Party.**
3. **Bodily Injury** to an **Employee** while employed in violation of law with the actual knowledge of the **Covered Party**.

C. Liability for additional compensation imposed on the **Covered Party** under Labor Code section 4557 by reason of injury to an **Employee** under sixteen (16) years of age and illegally employed at the time of the injury.

D. Liability imposed by Labor Code section 4856.

PART FOUR - THE COVERED PARTY'S RETENTION AND JBWCP'S LIMIT OF LIABILITY

A. LIMIT OF COVERAGE BY JBWCP

The JBWCP will indemnify the **Covered Party** for **Loss** resulting from an **Occurrence** under **Workers' Compensation Laws**, but will not exceed the JBWCP Limit of Liability stated in Item 3 of the Declarations Page on any one **Loss**. Coverage will include all benefits required under **Workers' Compensation Laws**, including full salary benefits listed in Labor Code section 4850. The JBWCP will pay on behalf of the **Covered Party** for Employer's Liability **Losses** but will not exceed the Limits of Liability stated in Item 3 of the Declarations Page on any one **Loss**.

B. **HOW THE LIMIT OF COVERAGE APPLIES**

The JBWCP's Limit of Liability stated in the Declarations Page applies to **Loss** resulting from an **Occurrence** covered under the Workers' Compensation Coverage or Employer's Liability Coverage as follows:

1. To one (1) or more **Employees** for **Bodily Injury** or death in any one accident; and

2. To any one (1) **Employee** for **Bodily Injury** or death by disease.

Nothing contained herein shall operate to increase the JBWCP's Limit of Liability under this MOC.

PART FIVE - CONDITIONS

A. NOTICE OF ACCIDENT

1. The **Covered Party** shall immediately; within the reporting requirements of the State of California give prompt written notice to the JBWCP, or its agent, if a claim for an injury, illness. or disease occurs which appears to involve coverage by the JBWCP.

2. Notice of injury, illness, or disease given to the JBWCP shall contain complete details on the injury, illness, or disease. If a suit, claim, or other proceeding is commenced which appears to involve coverage by the JBWCP, the **Covered Party** shall give the JBWCP:

   a) all notices and legal papers related to the claim, proceeding, or suit, or copies of these notices and legal papers;

   b) copies of reports on investigations made by the **Covered Party** on such claims, proceedings, or suits.

3. If continued cooperation through the life of the claim is not provided by the **Covered Party** to the JBWCP within thirty (30) calendar days of knowledge of such claim, or subsequent details about the injury, disease, or death including any correspondence and communication with the injured **Employee**, the JBWCP may be required to make decisions on behalf of the **Covered Party**. JBWCP will continue to contact and work with the member before making any final decisions. This requirement is a condition precedent to coverage under this MOC.

B. SUBROGATION - RECOVERY FROM OTHERS

1. The JBWCP has the **Covered Party's** rights, and the rights of persons entitled to workers' compensation benefits from the **Covered Party**, to recover the JBWCP's loss from any third person liable for the injury, illness, or disease.

2. The **Covered Party** shall not take any action after injury or disease that would jeopardize the JBWCP's right of recovery.

3. Any subrogation recovery by the JBWCP will be used to reduce the JBWCP's **Loss**

C. MEMORANDUM CONFORMS TO LAW

If terms of this MOC are in conflict with any laws applicable to this Memorandum this statement amends this MOC to conform to such law or document.

D. ACCEPTANCE

By acceptance of this MOC, the **Covered Party** agrees that the statements made on the Declarations Page are the **Covered Party's** agreements and representations, that this MOC is issued in reliance upon the truth of such representations, and that this MOC embodies all agreements existing between the **Covered Party** and the JBWCP or any of the JBWCP's agents relating to this coverage.

E. INSPECTION

The JBWCP has the right, but is not obligated to review the **Covered Party's** programs and operations relating to safety. The JBWCP may give the **Covered Party** reports on the conditions the JBWCP finds. The JBWCP may recommend changes. While they may help reduce losses, the JBWCP does not undertake to perform the duty of any person to provide for the health or safety of the **Covered Party's Employees** or the public. The JBWCP does not warrant that the **Covered Party's** workplaces are safe or healthful or that they comply with law, regulations, codes, or standards.

F. OTHER INSURANCE

If the **Covered Party** carries other valid and collectible insurance with any other insurer or reinsurer covering a **Loss** also covered by this MOC, the coverage afforded by this MOC shall apply in excess of and shall not contribute with such other insurance.

G. TRANSFER OF THE COVERED PARTY'S RIGHTS AND DUTIES

The **Covered Party's** rights and duties under this MOC may not be transferred without the JBWCP's written consent.

H. DISPUTES AND APPEALS

Final decisions by the JBWCP concerning a claim (including, but not limited to, decisions regarding claim resolution, negotiation, investigation, defense, appeal, or settlement, and decisions about whether coverage exists for a particular claim or part of a claim) shall be made by the Advisory Committee of the JBWCP or its designee within sixty (60) days. Any matter in dispute between the **Covered Party** and the Program Administrator, outside of a coverage dispute outlined in the MOC, shall be called to the attention of the Program Administrator, and heard by the Advisory Committee or its designee. The Advisory Committee or its designee will review the dispute and respond to the **Covered Party** within sixty (60) days of submittal. The **Covered Party** agrees to accept the Advisory Committee or its designee's decision as final.

JUDICIAL BRANCH
WORKERS' COMPENSATION PROGRAM (JBWCP)

JUDICIARY
MEMORANDUM OF COVERAGE

Judicial Council of California

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

WORKERS' COMPENSATION COVERAGE

DECLARATIONS

1. NAMED COVERED MEMBER:	Judicial Branch Workers' Compensation Program, et al; As per Endorsement No. 1
2. TERM:	
Inception:	12:01 a.m. Pacific Standard Time on July 1, 2022
Expiration:	12:01 a.m. Pacific Standard Time on July 1, 2023
3. LIMITS OF LIABILITY:	
Workers' Compensation	$100,000,000 ~~Million per~~ Per Occurrence~~loss~~
Employer's Liability	$2,000,000 ~~any one loss~~Per Occurrence
4. FORMS ENDORSEMENTS: FORMING PART OF THE POLICY AT INCEPTION	Form No. JBWCP 20__-__WC (B) Endorsement No. 1

ON BEHALF OF THE JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

AUTHORIZED REPRESENTATIVE

_____

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM (JBWCP)

MEMORANDUM OF COVERAGE

WORKERS' COMPENSATION COVERAGE

ENDORSEMENT NO. 1

It is understood that the Covered Party of the Declarations is completed as follows:

JBWCP Judiciary Program Members:

California Supreme Court
California Court of Appeal - 1st District
California Court of Appeal - 2nd District
California Court of Appeal - 3rd District
California Court of Appeal - 4th District
California Court of Appeal - 5th District
California Court of Appeal - 6th District
Commission on Judicial Performance
Habeas Corpus Resource Center
California Judicial Center Library
Trial Court Judges for California Superior Courts
Judicial Council of California

Attached to and forming part of Policy No. JBWCP 2022-23 WC (B)

Effective Date: July 1, 20__

AUTHORIZED REPRESENTATIVE

JUDICIAL BRANCH WORKERS' COMPENSATION PROGRAM

MEMORANDUM OF COVERAGE

Judiciary Pooled Workers' Compensation Program

Form No. JBWCP 20__-__ WC (B)

This Memorandum of Coverage (MOC) sets forth the terms, conditions, and limitations of coverage provided under the Judicial Branch Workers' Compensation Program's (JBWCP) Judiciary Pooled Workers' Compensation Program. The terms of this MOC may not be changed or waived except by amendment made a part of this MOC.

Throughout this MOC, words and phrases that appear in **bold** have special meaning. They are defined in General Section A, "Definitions."

GENERAL SECTION

A. DEFINITIONS

The terms in bold print are defined as follows:

1. **Bodily ~~i~~Injury** shall mean bodily injury by accident or disease, including death resulting therefrom, but shall not include **~~o~~Occupational ~~d~~Disease**.

2. **Covered Party** shall mean a **Participant** in the JBWCP **~~Program~~** which has sustained a **~~l~~Loss** which is covered under this MOC of Coverage.

3. **Employee** shall mean any person performing work which renders the **Covered Party** legally liable as an employer under the Workers' Compensation Act of the State of California, or under the common law of the State of California.

4. **Loss** shall mean only such amounts as are actually paid by the **Covered Party** in payment or benefits under the applicable **Workers' Compensation Law**, in settlement of claims, or in satisfaction of awards or judgments for liabilities imposed by the **Workers' Compensation ~~Act~~ Law** or other law for **~~b~~Bodily ~~i~~Injury** or **~~o~~Occupational ~~d~~Disease** to an **~~e~~Employee**.

5. **Occupational Disease** shall include (1) death resulting therefrom and (2) cumulative injuries.

6. **Occurrence** shall mean an injury or disease of an **Employee** arising out of and in the course of employment that is compensable under the **Workers' Compensation**

Law. **Bodily Injury**, illness, or disease sustained by one (1) or more **Employees**, as a result of a single accident, incident, or exposure, shall be deemed to arise from a single **Occurrence**. The **Occurrence** shall be deemed to take place on the earlier of (a) the last day of the last exposure, in the employment of the **Covered Party**, to conditions causing or aggravating the disease, or (b) the date upon which the **Employee** first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by employment with the **Covered Party**. All **Occupational Disease** sustained by one (1) or more **Employees** as a result of an outbreak of the same communicable disease shall be deemed to arise from a single **Occurrence**. An outbreak of the same communicable disease that spans more than one coverage period shall be deemed to take place during the first such coverage period.

~~5.~~7. **Participant** shall mean all courts and branch agencies electing to participate as a Member in the JBWCP's Judiciary Pooled Workers' Compensation Program and are listed on Endorsement Number 1 of this ~~Memorandum~~MOC.

B. THE MEMORANDUM OF COVERAGE

This MOC includes at its effective date the Declarations Page and all endorsements listed on the Declarations Page. This MOC is the coverage document between the **Covered Party** and the JBWCP. The terms of this MOC may not be changed or waived except by endorsement issued by the JBWCP to be part of this MOC.

C. COVERAGE PERIOD

This MOC applies to **Loss(es)** resulting from an **Occurrence**~~losses occurring~~ during the coverage period defined in the Declarations.

D. WHO IS COVERED

The **Covered Party** is a **Participant** in the JBWCP. If a **Covered Party** loses its status as a Member, the coverage under this MOC shall terminate immediately upon such change in status.

Volunteer workers are also afforded workers' compensation benefits for performing duties for or on behalf of the **Covered Party** while acting within the scope of their duties on behalf of the **Covered Party** provided that the **Covered Party** has first adopted a resolution as provided in Division 4, Part 1, Chapter 2, Article 2 of the California Labor Code declaring such volunteer workers to be ~~e~~**E**mployees of the **Covered Party** for purposes of **Workers' Compensation Law**. Unpaid interns are considered volunteers under this section.

E. WORKERS' COMPENSATION LAW

Workers' Compensation Law means the workers' or workmen's compensation law and ~~o~~**Occupational** ~~d~~**Disease** law of the State of California, or any similar law. It includes any amendments to that law that are in effect during the term of this MOC. It does not include any federal workers' or workmen's compensation law, any federal ~~o~~**Occupational** ~~d~~**Disease** law, or the provisions of any law that provide non-occupational disability benefits.

PART ONE – WORKERS' COMPENSATION COVERAGE

A. COVERAGE

The JBWCP will pay for **Loss** sustained as a result of an **Occurrence** ~~those sums~~ for which the **Covered Party** becomes liable under ~~the~~ **Workers' Compensation Law**~~Act~~ to which this coverage applies~~. The JBWCP will not pay more than Limit of Liability stated in Item 3 of the Declarations page and further defined under Part Four of this Memorandum during the Coverage Period~~ provided that:

1. Injury must occur during the coverage period; and

2. Illness by disease must be caused or aggravated by the conditions of employment by the **Covered Party** and the ~~e~~**Employee's** exposure to the conditions causing or aggravating such injury by disease must occur during the coverage period.

This includes coverage for **Loss** resulting from an **Occurrence** for **Employees** normally employed by the **Covered Party** in the State of California who perform work outside the State of California, but only if all of the following are true: such work is incidental to the **Employee's** regular employment in the State of California; such **Loss** is compensable under the **Workers' Compensation Law** and the **Loss** shall not be greater than it would have been had liability been imposed by the State of California; the **Employee** claims benefits under the **Workers' Compensation Law** and benefits under the **Workers' Compensation Law** are administered.

Although Out of State premiums are not covered by the JBWCP~~program~~, the program will work with each Judiciary Program Member to facilitate the process. Please contact JBWCP staff for assistance in procuring ~~o~~Out of ~~s~~State coverage. The premiums for O~~o~~ut of ~~s~~State coverage will be added to the Judiciary Program Member's JBWCP premium for payment.

B. DEFENSE

The JBWCP has the right and duty to defend at its expense any claim, proceeding, or suit against the **Covered Party** for liabilities payable by this coverage. The JBWCP has the right to investigate and settle these claims, proceedings, or suits.

The JBWCP shall provide for the defense of, but not the indemnity for, serious and willful misconduct pursuant to Labor Code section 4553, or discrimination or any other actions pursuant to Labor Code section 132a brought before the Workers' Compensation Appeals Board (WCAB). The JBWCP's duty to defend such claims shall cease upon the resolution of the underlying claim for disability.

C. PAYMENTS THE MEMBER MUST MAKE

The JBWCP is not responsible for any payments in excess of benefits regularly provided by the **Workers' Compensation** ~~Act~~ Law including those imposed on the **Covered Party** because:

1. Of the **Covered Party's** serious and willful misconduct (except as stated herein above);

2. The **Covered Party** employs an ~~e~~**E**mployee in violation of law;

3. The **Covered Party** fails to comply with a health or safety law or regulation;

4. The **Covered Party** discharges, coerces, or otherwise discriminates against any ~~e~~**E**mployee in violation of the **Workers' Compensation Law**~~Act~~; or

5. The **Covered Party** violates or fails to comply with any **Workers' Compensation Law** or regulation.

If the JBWCP makes any payments in excess of the benefits regularly provided by the **Workers' Compensation Law** ~~Act~~ on the **Covered Party**'s behalf, the **Covered Party** shall reimburse the JBWCP promptly.

PART TWO – EMPLOYER'S LIABILITY COVERAGE

The JBWCP ~~**Program**~~ will provide coverage for ~~e~~Employer's ~~l~~Liability ~~**l**~~**Losses** up to the ~~**Program's**~~ Employer's Liability~~Limit of Liability~~ stated in the Declarations Page.

This coverage applies to ~~**b**~~**Bodily** ~~**i**~~**Injury**. This coverage is subject to the Limits of Liability set forth herein, provided that those amounts awarded are the direct consequence of ~~**b**~~**Bodily** ~~**i**~~**Injury** that arises out of and in the course of the injured ~~**e**~~**Employee's** employment by the **Covered Party,**

and are claimed against the **Covered Party** in a capacity other than as employer.

1. The ~~b~~**B**~~B~~**odily** ~~i~~**I**~~I~~**njury** must arise out of and in the course of the injured ~~e~~**E**~~E~~**mployee's** employment by the **Covered Party**.

2. **Bodily** ~~i~~**I**~~I~~**njury** by accident must occur during the coverage period.

3. **Bodily** ~~i~~**I**~~I~~**njury** by disease must be caused or aggravated by the conditions of employment by the **Covered Party.** The ~~e~~**E**~~E~~**mployee's** exposure to the conditions causing or aggravating such ~~b~~**B**~~B~~**odily** ~~i~~**I**~~I~~**njury** by disease must occur during the coverage period.

PART THREE - POLICY EXCLUSIONS

This MOC shall not apply to:

A. Liability imposed by the **Workers' Compensation Laws** because of ~~b~~**B**~~B~~**odily** ~~i~~**I**~~I~~**njury** to prisoners or inmates who receive compensation from an entity, other than the **Covered Party**, for the work performed except for liability imposed by the **Workers' Compensation Laws** because of ~~b~~**B**~~B~~**odily** ~~i~~**I**~~I~~**njury** to participants of a work release program or other community service program established by a county of the State of California;

B. Employer's Liability Coverage herein does not apply to:

   1. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law.
   2. Bodily injury, illness, or disease intentionally caused or aggravated or caused at the direction of the **Covered Party.**
   3. **Bodily** ~~i~~**I**~~I~~**njury** to an ~~e~~**E**~~E~~**mployee** while employed in violation of law with the actual knowledge of the **Covered Party**.

~~E~~C. Liability for additional compensation imposed on the **Covered Party** under Labor Code ~~S~~section 4557 by reason of injury to an ~~e~~**E**~~E~~**mployee** under sixteen (16) years of age and illegally employed at the time of the injury.

~~F~~D. Liability imposed by Labor Code ~~S~~section 4856.

PART FOUR - THE COVERED PARTY'S RETENTION AND JBWCP'S LIMIT OF LIABILITY

A. **LIMIT OF COVERAGE BY JBWCP**

The JBWCP will indemnify the **Covered Party** for ~~l~~**L**oss resulting from an **Occurrence** under **Workers' Compensation Laws**, but will not exceed the JBWCP Limit of Liability stated in Item 3 of the Declarations Page on any one ~~l~~**L**oss. ~~-~~Coverage will include all benefits required under **Workers' Compensation Laws**, including full salary benefits listed in Labor Code ~~S~~section 4850. The JBWCP will pay on behalf of the **Covered Party** for Employer's Liability ~~l~~**L**osses but will not exceed the Limits of Liability stated in Item 3 of the Declarations Page on any one ~~l~~**L**oss.

B. **HOW THE LIMIT OF COVERAGE APPLIES**

The JBWCP's Limit of ~~Coverage~~ Liability stated in the Declarations Page applies to ~~claims~~ **Loss** resulting from an **Occurrence** covered under the Workers' Compensation Coverage or Employer's Liability Coverage as follows:

1. To one (1) or more ~~e~~**E**mployees for ~~b~~**B**odily ~~i~~**I**njury or death in any one accident; and

2. To any one (1) ~~e~~**E**mployee for ~~b~~**B**odily ~~i~~**I**njury or death by disease.

Nothing contained herein shall operate to increase the JBWCP's Limit of ~~Coverage~~ Liability under this MOC.

PART FIVE - CONDITIONS

A. NOTICE OF ACCIDENT

1. The **Covered Party** shall immediately; within the reporting requirements of the State of California give prompt written notice to the JBWCP, or its agent, if a claim for an injury, illness, or disease occurs which appears to involve coverage by the JBWCP.

2. Notice of injury, illness, or disease given to the JBWCP shall contain complete details on the injury, illness, or disease. If a suit, claim, or other proceeding is commenced which appears to involve coverage by the JBWCP, the **Covered Party** shall give the JBWCP:

   a) all notices and legal papers related to the claim, proceeding, or suit, or copies of these notices and legal papers;

   b) copies of reports on investigations made by the **Covered Party** on such claims, proceedings, or suits.

~~If written notice is not provided by the **Covered Party** to the JBWCP within thirty~~

~~(30) calendar days of knowledge of such claim, coverage will not be provided under this Memorandum of Coverage.~~

3. If continued cooperation through the life of the claim is not provided by the **Covered Party** to the JBWCP within thirty (30) calendar days of knowledge of such claim, or subsequent details about the injury, disease, or death including any correspondence and communication with the injured **Employee**, the JBWCP may be required to make decisions on behalf of the **Covered Party**. JBWCP will continue to contact and work with the member before making any final decisions. This requirement is a condition precedent to coverage under this MOC.

B. SUBROGATION - RECOVERY FROM OTHERS

1. The JBWCP has the **Covered Party's** rights, and the rights of persons entitled to workers' compensation benefits from the **Covered Party**, to recover the JBWCP's loss from any third person liable for the injury, illness, or disease.

2. The **Covered Party** shall not take any action after injury or disease that would jeopardize the JBWCP's right of recovery.

3. Any subrogation recovery by the JBWCP will be used to reduce the JBWCP's ~~l~~**Loss**

C. MEMORANDUM CONFORMS TO LAW

If terms of this ~~Memorandum~~ MOC are in conflict with any laws applicable to this Memorandum this statement amends this ~~Memorandum~~ MOC to conform to such law or document.

D. ACCEPTANCE

By acceptance of this ~~Memorandum~~MOC, the **Covered Party** agrees that the statements made on the Declarations Page are the **Covered Party's** agreements and representations, that this ~~Memorandum~~ MOC is issued in reliance upon the truth of such representations, and that this ~~Memorandum~~ MOC embodies all agreements existing between the **Covered Party** and the JBWCP or any of the JBWCP's agents relating to this coverage.

E. INSPECTION

The JBWCP has the right, but is not obligated to review the **Covered Party's** programs and operations relating to safety. The JBWCP may give the **Covered Party** reports on the conditions the JBWCP finds. The JBWCP may recommend changes. While they may help reduce losses, the JBWCP does not undertake to perform the duty of any person to provide for the health or safety of the **Covered Party's** ~~e~~**Employees** or the public. The JBWCP

does not warrant that the **Covered Party's** workplaces are safe or healthful or that they comply with law, regulations, codes, or standards.

F. OTHER INSURANCE

If the **Covered Party** carries other valid and collectible insurance with any other insurer or reinsurer covering a **Loss** also covered by this ~~agreement~~MOC, the coverage afforded by this ~~agreement~~MOC shall apply in excess of and shall not contribute with such other insurance.

~~F~~G. TRANSFER OF THE COVERED PARTY'S RIGHTS AND DUTIES

The **Covered Party's** rights and duties under this ~~Memorandum~~ MOC may not be transferred without the JBWCP's written consent.

~~H~~G. ~~ARBITRATION~~DISPUTES AND APPEALS

Final decisions by the JBWCP concerning a claim (including, but not limited to, decisions regarding claim resolution, negotiation, investigation, defense, appeal, or settlement, and decisions about whether coverage exists for a particular claim or part of a claim) shall be made by the Advisory Committee of the JBWCP or its designee within sixty (60) days. ~~The JBWCP and **Covered Party** may agree to submit any dispute arising from such decisions to binding arbitration if mutually agreeable by all disputing parties.~~

~~Arbitration shall be conducted pursuant to the California Code of Civil Procedure, Title 9 (commencing with Section 1280). The parties may agree upon a single arbitrator, in which case arbitration shall be conducted by that single arbitrator. If the parties cannot agree upon a single arbitrator, arbitration shall be conducted by a three-person panel. The **Covered Party** shall select one (1) arbitrator and the JBWCP shall select one (1) arbitrator, and the two (2) arbitrators shall select a third (3rd) arbitrator upon mutual agreement. No arbitrator shall be employed or affiliated with the Program or the **Covered Party**.~~

~~The selection of arbitrators shall take place within twenty (20) calendar days from the receipt of the request for arbitration.~~

~~If a single arbitrator is used, each party shall bear one-half (1/2) of the cost of the arbitrator. In three (3) arbitrator cases, each party shall bear the cost of its selected arbitrator and one-half (1/2) of the third (3rd) selected arbitrator. In addition, each party shall be responsible for its own costs and expenses of arbitration.~~

Any matter in dispute between the **Covered Party** and the Program Administrator, outside of a coverage dispute outlined in the ~~Memorandum of Coverage~~MOC, shall be called to the attention of the Program Administrator, and heard by the Advisory Committee or its designee. The Advisory Committee or its designee will review the dispute and respond to

the **Covered Party** within ~~S~~sixty (60) days of submittal. The **Covered Party** agrees to accept the Advisory Committee or its designee's decision as final.