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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

EMILY COBOS, CHRISTIAN ANGEL, STEPHANIE CAMACHO, YURIANA APARACIO, GRISELDA DAVILA, LUIZ SANCHEZ, ROBERT GALLEGOS, ROBERTO VARGAS, JESSICA CHANG, CRYSTAL FLOWERS, ANDY NGUYEN, CHARLES SMITH, JAVIER HURTADO, MARCO AVILLA, CARLOS ANDRADE, ARLENE MARTINEZ, SALLY GREENE, DANIELLE TOLKSON AND TIANA VALE, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, Plaintiffs, v. NATIONAL GENERAL INSURANCE COMPANY, INTEGON NATIONAL INSURANCE COMPANY, STONEWOOD INSURANCE SERVICES, INC., ALL STAR	CASE NO: CIVDS1914609 *Case Assigned to Hon. Joseph T. Ortiz Dept. S17* **STIPULATION AND [~~PROPOSED~~] ORDER APPOINTING ADDITIONAL CLASS COUNSEL** Date Action Filed: May 14, 2019 Trial Date: March 1, 2027

GENERAL INSURANCE AGENCY, INC., ALL STAR GENERAL INSURANCE COMPANY, NEW MILLENNIUM INSURANCE, FREEWAY INSURANCE SERVICES, ONE WAY INSURANCE SERVICES, JACK OLIVERA INSURANCE SERVICES, COST-U-LESS INSURANCE CENTER, MARISOL'S INSURANCE SERVICES, INC., AUTO CLUB SERVICES, LLC, TORRES & ASSOCIATES, FIRST CONTEMPO INSURANCE AGENCY, FIESTA AUTO INSURANCE CENTER; UPGRADE INSURANCE SERVICES, INC.; AND DOES 1 THROUGH 120,

Defendants.

STIPULATION TO APPOINT ADDITIONAL CLASS COUNSEL

Pursuant to Code of Civil Procedure section 382, California Rules of Court, rules 3.764, and the Court's inherent authority to manage class action proceedings, Plaintiffs Emily Cobos, Christian Angel, Stephanie Camacho, Yuriana Aparacio, Griselda Davila, Luiz Sanchez, Robert Gallegos, Roberto Vargas, Jessica Chang, Crystal Flowers, Andy Nguyen, Charles Smith, Javier Hurtado, Marco Avilla, Carlos Andrade, Arlene Martinez, Sally Greene, Danielle Tolkson and Tiana Vale ("Plaintiffs") and Defendants National General Insurance Company and Integon National Insurance Company ("Defendants," together with Plaintiffs," the "Parties") hereby stipulate to the following:

WHEREAS, on April 6, 2026, this Court entered an order certifying the Class pursuant to Code of Civil Procedure section 382 and appointing Jonathan King and Justin King of the Law Offices of Justin H. King as Class Counsel ("Class Certification Order");

WHEREAS, Class Counsel now seeks the appointment of Michael J. Bidart, Ricardo Echeverria, and Jerry Flanagan of Shernoff Bidart Echeverria LLP as additional Class Counsel, and in support thereof submits the Declaration of Jerry Flanagan of Shernoff Bidart Echeverria LLP, attached hereto as **Exhibit A**; and

WHEREAS, Class Counsel is preparing to send notice to the Class Members advising them of their rights and seeks to include in that notice information regarding the expansion of Class Counsel.

NOW, THEREFORE, the Parties stipulate that:

Michael J. Bidart, Ricardo Echeverria, and Jerry Flanagan of Shernoff Bidart Echeverria LLP shall serve as additional Class Counsel alongside previously appointed Class Counsel Justin King and Jonathan King of the Law Offices of Justin H. King.

Dated: 4/23/26

LAW OFFICES OF JUSTIN H. KING

Justin King

JUSTIN H. KING
JONATHAN L. KING
Attorneys for Plaintiffs

Dated: 4/23/26

HAYES, SCOTT, BONINO, ELLINGSON, GUSLANI, SIMONSON & CLAUSE, LLP

Tyler Austin

TYLER R. AUSTIN
Attorneys for Defendants

~~[PROPOSED]~~ ORDER

Having reviewed and considered the Parties' Stipulation to Appoint Additional Class Counsel, including the qualifications and experience of Shernoff Bidart Echeverria LLP as set forth in Exhibit A of that stipulation, and having found that Shernoff Bidart Echeverria LLP satisfies the adequacy requirements of California Code of Civil Procedure section 382 and California law governing appointment of class counsel, and good cause appearing therefor,

IT IS HEREBY ORDERED that:

Michael J. Bidart, Ricardo Echeverria, and Jerry Flanagan of Shernoff Bidart Echeverria LLP are appointed additional Class Counsel to serve alongside previously appointed Class Counsel Justin King and Jonathan King of the Law Offices of Justin H. King.

Dated: May 7, 2026

Joseph Ortiz

Judge Joseph T. Ortiz

Exhibit A

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Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

EMILY COBOS, CHRISTIAN ANGEL, STEPHANIE CAMACHO, YURIANA APARACIO, GRISELDA DAVILA, LUIZ SANCHEZ, ROBERT GALLEGOS, ROBERTO VARGAS, JESSICA CHANG, CRYSTAL FLOWERS, ANDY NGUYEN, CHARLES SMITH, JAVIER HURTADO, MARCO AVILLA, CARLOS ANDRADE, ARLENE MARTINEZ, SALLY GREENE, DANIELLE TOLKSON AND TIANA VALE, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, Plaintiffs, v. NATIONAL GENERAL INSURANCE COMPANY, INTEGON NATIONAL INSURANCE COMPANY, STONEWOOD INSURANCE SERVICES, INC., ALL STAR GENERAL INSURANCE AGENCY, INC., ALL STAR GENERAL INSURANCE COMPANY, NEW MILLENNIUM INSURANCE, FREEWAY INSURANCE SERVICES, ONE WAY INSURANCE SERVICES, JACK OLIVERA INSURANCE SERVICES, COST-U-LESS INSURANCE CENTER, MARISOL'S INSURANCE	CASE NO: CIVDS1914609 *Case Assigned to Hon. Joseph T. Ortiz Dept. S17* **DECLARATION OF JERRY FLANAGAN IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPOINTING ADDITIONAL CLASS COUNSEL**

SERVICES, INC., AUTO CLUB SERVICES, LLC, TORRES & ASSOCIATES, FIRST CONTEMPO INSURANCE AGENCY, FIESTA AUTO INSURANCE CENTER; UPGRADE INSURANCE SERVICES, INC.; AND DOES 1 THROUGH 120,)

Defendants.)

DECLARATION OF JERRY FLANAGAN

I, Jerry Flanagan, declare as follows:

1. I am an attorney licensed to practice law in the State of California. My California State Bar number is 271272. I am a lawyer for Shernoff Bidart Echeverria LLP. I have personal knowledge of the facts stated in this declaration and could testify to those facts under oath. I make this Declaration in support of the Parties' Stipulation and [Proposed] Order Appointing Additional Class Counsel.

2. Shernoff Bidart Echeveria LLP is composed of experienced litigators who have been routinely appointed as Class Counsel and/or in leadership positions in complex litigation. Attorneys for Shernoff Bidart Echeverria LLP will diligently and effectively represent the Plaintiffs and Class and are prepared to immediately contribute to the litigation. I have reviewed the operative pleadings, the Court's Class Certification Order, and relevant case files.

3. As indicated in Shernoff Bidart Echeverria LLP's firm resume, a true and correct copy of which is attached hereto as **Exhibit 1**, Shernoff Bidart Echeverria LLP attorneys have extensive experience prosecuting insurance litigation in California courts, including actions arising under the insurance bad faith, insurance rescission, the Unfair Competition Law, unfair business practices, and negligence actions against insurance-related entities.

4. Shernoff Bidart Echeverria LLP is widely regarded as the nation's leading law firm for insurance bad faith litigation. With over 50 years of history protecting the rights of insurance consumers — both individuals and businesses — the firm set the foundational legal precedent requiring insurance companies to act in good faith. For five decades, the firm has been at the forefront of protecting consumers and businesses against insurance companies that refuse to honor their policies, building the legal framework for one of the most important areas of consumer law in the country.

5. The firm's legacy begins with its founding partner, William M. Shernoff. In 1979, ruling on a lawsuit brought by Mr. Shernoff on behalf of a disabled roofer, the California Supreme Court handed down a landmark decision in *Egan v. Mutual of Omaha* (1979) 24

Cal.3d 809 that set the legal precedent enabling California policyholders to sue their insurance companies for acting in "bad faith."

6. As reflected in Exhibit 1, Shernoff Bidart Echeverria LLP partners Michael Bidart and Ricardo Echeverria have built a record of landmark trial victories and spearheaded some of the most consequential insurance litigation in the field.

7. Shernoff Bidart Echeverria LLP is also one of the nation's premier law firms in the fight against insurance rescission, having litigated many cases exposing the illegal practice of post-claim underwriting and illegal policy recissions by major health insurers.

8. The firm's work helped establish that insurers were systematically accepting premiums without conducting upfront medical underwriting, then retroactively canceling policies whenever a significant claim was filed — leaving seriously ill patients responsible for crushing medical bills. The firm filed a landmark class action on behalf of over 6,000 affected policyholders against Blue Cross of California in *Horton v. WellPoint* (Los Angeles County Superior Court No. BC341823).

9. The firm also filed an amicus curiae brief in *Hailey v. California Physicians' Service* (2007) 158 Cal. App. 4th 452 in which the Court of Appeal held that health insurers cannot rescind an insurance policy unless they can prove the applicant willfully misrepresented information — effectively barring the "wait and see" rescission model. This decision, together with the firm's litigation, contributed directly to California legislative reform and, ultimately, to the federal Affordable Care Act's 2010 ban on rescission absent fraud or intentional misrepresentation.

10. Other notable results include a $9 million award for a hairdresser, Patsy Bates, against Health Net Inc. after the company rescinded her policy while she was undergoing chemotherapy for breast cancer.

11. Lawyers for Shernoff Bidart Echeverria LLP have pursued systemic wrongdoing through numerous class action lawsuits, including a landmark class action lawsuit against Allstate Insurance Company following the 1994 Northridge earthquake alleging a widespread scheme in which adjusters had altered engineering reports and construction

estimates to minimize claimants' damages. Lawyers for Shernoff Echeverria LLC were recently appointed as Class Counsel in a title insurance case, *Sjobring v. First American Title Ins. Co.* (Los Angeles County Superior Court No. BC329482), and a long-term care against the California Public Employees' Retirement System, *Wedding et al. v. CalPERS*, (Los Angeles County Superior Court No. BC517444). Lawyers for Shernoff Bidart Echeverria LLP have been lead counsel in numerous other insurance class actions, including in the coordinated "Med Pay" class action cases *Insurance Company Cases,* (Los Angeles County Superior Court No. J.C.C.P. No. 4249), among others.

12. I will be the lead attorney in this action for Shernoff Bidart Echeverria. I have more than 15 years of experience litigating insurance bad faith, consumer protection, and insurance class action claims in California courts, including co-counseling a series of insurance class action lawsuits that resulted in $34.8 million in settlement funds addressing unlawful "narrow network" practices by health insurers. Prior to joining Shernoff Bidart Echeverria LLP in November 2024, I served as Litigation Director of the non-profit Consumer Watchdog.

13. Prior to becoming a lawyer, I worked as a lobbyist and advocate for insurance consumers at non-profits in New Jersey, Washington D.C., and California. In the early 2000s, I worked closely with Shernoff Bidart Echeverria LLP founding partner William Shernoff to expose the illegal practice of health insurance post-claim underwriting and coverage rescissions.

14. Altogether, I have 30 years of experience working on behalf of insurance consumers, with a focus on health care policy, legislation, and litigation.

15. Examples of insurance class action cases in which I have been involved as Class Counsel and leadership positions include: *Doe v. Cal. Dep't of Public Health* (L.A. Cty. Super. Ct. Aug. 25, 2020), No. 20STCV32364 (settlement on behalf of a class of individuals living with HIV following a data theft resulting in individual checks of $1,800 and comprehensive data forensics and deletion); *Doe One v. CVS Healthcare Corp.* (S.D. Ohio, Sept. 27, 2019) No. 2:18-CV-238, 2019 WL 4915471, *as amended* (S.D. Ohio, Oct. 4, 2019) No. 2:18-CV-238, 2019 WL 4893834 (settlement of a case against CVS Healthcare Corporation on behalf of

4,500 patients in Ohio whose HIV status was disclosed when a CVS-contracted company mailed letters to them in envelopes with clear windows displaying the individual's name and the letters "HIV" resulting in non-claims payments in the approximate amount of $600, as well as allowing claims for up to $10,000 for specific identified damages); *Anthem Blue Cross Affordable Care Act Cases* (L.A. Cty. Super. Ct. Aug. 19, 2016), JCCP No. 4805, *Blue Shield of Cal. Affordable Care Act Cases* (S.F. Cty. Super. Ct. Mar. 27, 2018), JCCP No. 4800, and *Davidson v. Cigna* (L.A. Cty. Super. Ct. June 28, 2018), No. BC558566 (settlement of three class action lawsuits against health insurers over the "narrow network" issue, in which plaintiffs alleged that their insurers had misrepresented the fact that certain insurance plans provided limited access to health care providers. Under the settlement agreements, Blue Cross provided $15 million in direct payments to consumers, Blue Shield provided more than $18 million, and Cigna provided more than $1.8 million); *Taub v. Blue Cross of Cal.* (L.A. Cty. Super. Ct. Aug. 20, 2015) No. BC457809 (settlement of a class action against Blue Cross for illegally making mid-year changes to annual deductibles, co-pays, and other out-of-pocket costs resulting in $8.3 million in payments to class members and an agreement not to make mid-year cost increases in the future); *Feller v. Blue Cross of Cal.* (Ventura Cty. Super. Ct. Aug 26, 2011), No. 56-2010-00368587 (settlement of a class action against Blue Cross for illegally closing insurance policies and using large rate hikes to force patients into lower-benefit and higher-deductible health coverage—a practice known as the "death spiral." Relief obtained included a cap on future rate increases and the opportunity for plan members to switch coverage, without medical underwriting, to any open policy regulated by the California Department of Managed Health Care.)

16. I also was lead counsel in six settled class action lawsuits against insurance companies for illegally requiring HIV/AIDS patients to purchase their medications from a mail-order pharmacy, threatening their health and privacy. As a result of the settlements, members prescribed HIV/AIDS medications may purchase their medications at any network pharmacy. Members were also allowed to seek reimbursement for out-of-pocket losses resulting from the mail order requirement. (*Doe v. Blue Cross of Cal.* (S.D. Cty. Super. Ct.

June 24, 2016), No. 37-2013-00031442; *Doe One v. Unitedhealthcare Ins. Co.* (C.D. Cal. July 31, 2014), No. SACV-13-00864, 2014 WL 3865847; *Doe v. Cigna Health & Life Ins. Co.*, (S.D. Fla. Oct. 6, 2015), No. 15-cv-60894; *Doe v. Anthem, Inc.* (settled informally); *Doe v. Coventry Health Care Inc.* (S.D. Fla. May 5, 2016), No. 15-CIV-62685; and *Doe v. Aetna, Inc.* (S.D. Cal. Mar. 15, 2016), No. 14CV2986-LAB (DHB), 2016 WL 1028363.)

17. Finally, I served as Counsel of Record in a 2021 victory at the United States Supreme Court representing a class action against CVS for unlawfully disclosing HIV status and/or putting individuals at risk of such a disclosure, as well as providing them into a lower tier of service. After a unanimous win in the Ninth Circuit Court of Appeals, CVS petitioned the high court for review. Review was granted and the case was briefed, but CVS unexpectedly dropped the case, leaving the earlier victory intact. *Doe v. CVS Pharmacy, Inc.* (9th Cir. 2020) 982 F.3d 1204, *cert. granted in part*, (2021) 141 S. Ct. 2882, and *cert. dismissed sub nom. CVS Pharmacy, Inc. v. Doe, One* (2021) 142 S. Ct. 480.

18. The Law Offices of Justin H. King and Shernoff Bidart Echeverria LLP have entered into a written fee-sharing agreement consistent with California Rules of Professional Conduct, rule 1.5.1. All Plaintiffs have consented to the fee-sharing agreement in writing after a full written disclosure: (i) of the fact that a division of fees will be made; (ii) the identity of the lawyers or law firms that are parties to the division; (iii) the terms of the division; and, (iv) that the total fee charged by all lawyers is not increased solely by reason of the agreement to divide fees.

19. Shernoff Bidart Echeverria LLP is not aware of any conflict of interest that would impair Shernoff Bidart Echeverria LLP's ability to fairly and adequately represent the Class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on April 22, 2026, in Los Angeles, California.

JERRY FLANAGAN

EXHIBIT 1

SHERNOFF BIDART
ECHEVERRIA LLP
LAWYERS FOR INSURANCE POLICYHOLDERS

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CLAREMONT, CA 91711
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At Shernoff Bidart Echeverria LLP, we lead the nation in protecting policyholders from insurance companies' refusal to pay claims. The firm has been protecting the rights of insurance consumers, both individuals and businesses, for over 50 years after having set the legal precedent requiring insurance companies to act in good faith.

Summary of Landmark Cases[1]

Setting the Precedent for Years to Come: *Egan v. Mutual of Omaha*

Ruling on a lawsuit brought by Southern California attorney William Shernoff on behalf of a disabled roofer, the California Supreme Court in 1979 handed down a landmark decision that set the legal precedent enabling policyholders to sue their insurance companies for acting in "bad faith."

Egan was the first Supreme Court decision to hold an insurance company guilty of bad faith for failing to investigate a policyholder's claim adequately.

The case opened a vital door for consumers, making it easier for them to bring their insurance companies to court. It enabled consumers to obtain favorable verdicts not just for their claims but for damages suffered because of mental distress and for punitive damages.

During the trial that led to the ruling, Shernoff Bidart Echeverria LLP founding partner, William Shernoff, proved to the satisfaction of the jury that the defendant, Mutual of Omaha, committed bad faith by reclassifying 55-year old Irish immigrant Michael Egan's injury (he had fallen from a ladder) as a sickness rather than an accident. It used this reclassification as a pretext to deny Mr. Egan's benefits under his disability insurance policy.

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[1] For additional landmark cases, see Shernoff Bidart Echeverria LLP's case library at https://shernoff.com/resources/landmark-cases/.

The jury awarded Mr. Egan $45,600 in disability benefits and $78,000 for emotional distress. It went on to assess a $5.1 million punitive damages award against the insurance company, which constituted a record-setting judgment at the time.

The legal precedent created by Shernoff in *Egan* lives on as the foundation for all insurance bad faith actions today.

California's Unfair Business Practices Law Is Applied to the Insurance Industry: *Earthquake Claimants v. Homeowners Carrier* (Allegro)

Shernoff Bidart Echeverria set legal precedent on behalf of victims of the 1994 Northridge earthquake when it was established for the first time that California's Unfair Business Practices Act can be applied to the insurance industry.

At issue was the insurance company's failure to notify policyholders of a reduction in coverage it implemented in 1985. Prior to that year, policyholders paid a premium for earthquake coverage in the form of a policy rider. But in 1985 the company began offering earthquake coverage through a separate policy – without the knowledge or approval of its policyholders.

Attorneys Michael Bidart and William Shernoff recognized that this behavior constituted not only multiple breaches of good faith but also a violation of California's Unfair Business Practices Act. They wanted to hold the insurer accountable for its unfair business practices.

The Superior Court handed down a decision, subsequently upheld by the California Appellate Court, proclaiming that California's unfair business practices law indeed could be applied to insurance companies.

The ruling brought the insurance company in this case to the bargaining table. Bidart was able to gain for all claimants of the lawsuit full restitution for damages they incurred from the Northridge earthquake. The settlement, which was confidential, was nonetheless reported by the *Los Angeles Times* as reaching approximately $100 million.

The Quake that Shook Allstate: *Sherman v. Allstate*

At 4:30 am on January 17, 1994, a 6.7-magnitude earthquake rocked Southern California, collapsing buildings, severing freeway interchanges and rupturing gas lines. Fifty-seven people died, more than 9,000 were injured and more than 20,000 were displaced from their homes. The earthquake, named for its epicenter in the town of Northridge, proved to be the costliest in US history, causing estimated losses of $20 billion.

Many of those who suffered losses turned to the law firm of Shernoff Bidart Echeverria LLP when their claims were not handled fairly.

Shernoff Bidart Echeverria filed a class-action lawsuit against Allstate Insurance Company alleging that the company was involved in a widespread scheme, in which adjusters had altered engineering reports and construction estimates, to minimize claimants' damages.

The case settled upon an agreement by Allstate to provide an independent re-evaluation of engineering reports and construction estimates and to notify an additional 12,000 policyholders of their potential claims.

In the end, Allstate re-evaluated the claims of over 2,300 policyholders and made fair and total payment to them.

In the case, lead counsel William Shernoff and Michael Bidart were able to effect a monumental settlement that also served as a warning to the entire insurance industry about the perils of mistreating policyholders in their time of need.

Collecting Life Insurance Benefits for Heirs of Holocaust Victims: *Stern v. Generali*

Several years ago it was discovered that many Holocaust victims who died in concentration camps had life insurance that was never paid to their heirs.

In one of the first cases of this kind, attorney William Shernoff brought an insurance bad faith lawsuit on behalf of Adolf Stern, a Holocaust survivor, against Generali, an Italian insurance company.

Prior to the lawsuit, Shernoff was instrumental in the passage of a California statute allowing such suits to be brought under California law until the year 2010.

After hearing arguments on whether California has jurisdiction over the giant Italian insurance company, a Los Angeles Superior Court judge ruled that the Stern case could proceed under California law. It was the first ruling of its kind in the United States.

Once the case was set for trial, Generali's executives flew to California to negotiate a confidential settlement for Adolf Stern and the other Stern heirs. Shortly thereafter, Shernoff settled five additional Holocaust-era life insurance cases on behalf of other Holocaust survivors and their families.

The unprecedented success of these cases helped lead to a $5 billion settlement reached in 2002 compensating Holocaust victims for unpaid insurance benefits, dormant bank deposits and slave labor. Our law firm was among the counsel involved in this monumental and historic settlement.

William Shernoff continues to represent Holocaust victims pursuing claims against Generali for life insurance benefits. Such cases have now been consolidated in Federal Court in New York and are presently being handled by the Shernoff Holocaust team, which includes attorney Lisa Stern of Los Angeles.

Improving Coverage for Breast Cancer Treatment: *Schoenburg v. Blue Shield*

Schoenburg v. Blue Shield is an excellent example of why the *LA Daily Journal* says of attorney Michael Bidart, "He has the ability to make public policy with his verdicts."

Breast cancer has become one of the top health issues in the United States, and because of Bidart's efforts, women can now receive progressive treatment for it without having to hock all their possessions to pay the bill.

In 1992 Judith Schoenburg and her husband Robert had to borrow against their house in order for Judith, afflicted with metastatic breast cancer, to receive an advanced treatment consisting of a bone marrow transplant in conjunction with high doses of chemotherapy. The treatment, shown to work with leukemia patients, was recommended by Judith's doctors.

The Schoenburgs were forced to pay for the costly treatment themselves because Blue Shield, which was hired by the California Public Retirement System as healthcare insurance administrator, refused to cover the procedure, calling it "investigational."

Attorney Michael Bidart brought suit against Blue Shield on behalf of Judith Schoenburg and showed that the company was unreasonably applying a blanket practice of rejecting such treatments without considering their real merit as remedy.

The jury in the case awarded the Schoenburgs $312,000, which allowed the couple to pay back their mortgage loan.

More important, Blue Shield, in order to avoid more lawsuits and larger verdicts, established a breast cancer treatment plan with four medical transplant centers. Patients with Blue Shield who qualify for the treatment now receive full coverage, which can amount to upwards of $150,000.

With the verdict and its strong implications for the insurance industry, Michael Bidart was able to bring about great and needed change in insurance coverage standards for all policyholders in California.

The Largest Ever Verdict Against an HMO: *Goodrich v. Aetna*

The *Goodrich* case brought by California attorney Michael Bidart on behalf of an Aetna policyholder afflicted with stomach cancer, represents the largest punitive damages award ever against an HMO and sent shockwaves through our country's managed care system.

At trial, the jury found Aetna guilty of acting with malice, fraud and oppression and punished the HMO with a record-setting $116 million in punitive damages. This award was in addition to $3.7 million for wrongful death and nearly $750,000 for unpaid medical bills.

At issue was Aetna's repeated refusals to pay for policyholder David Goodrich's specialized treatments of his rare cancer, called leiomyosarcoma. The treatments were authorized by David's primary care physician, who was assigned to him by Aetna. Yet with little to no investigation, Aetna simply determined that the procedures were either experimental or too costly and refused to cover them.

David Goodrich died on 15 March 1995, suffering from stomach cancer that had spread to his liver. While fighting for his life, the former deputy DA for San Bernardino County had been forced also to battle his HMO. He passed away fearing that his wife Teresa, a kindergarten school teacher, would be left with all the medical bills.

Outraged by Aetna's behavior, the jury issued a clear warning to all HMOs in the form of the largest verdict in such a case to date.

Attorneys

William M. Shernoff

William M. Shernoff is the founding partner of Shernoff Bidart Echeverria LLP, a law firm specializing in insurance bad faith litigation. A longtime consumer advocate, Mr. Shernoff has made a career of representing insurance consumers in their cases against insurance companies. In 1979, he persuaded the California Supreme Court to establish new case law that permits plaintiffs to sue insurance companies for bad faith seeking both compensatory and punitive damages when they unreasonably handle a policyholder's claim (*Egan v. Mutual of Omaha*).

Often called the "pioneer" of bad faith insurance law, Attorney William Shernoff is a nationally recognized trail blazer in the field with decades of experience representing individual and business insurance consumers. A frequent lecturer and writer, Mr. Shernoff co-authored the legal textbook, "Insurance bad Faith Litigation," which has become the field's definitive treatise, as well as "How to Make Insurance Companies Pay Your Claims . . . . And What To Do If They Don't," "Payment Refused" and "Fight Back and Win – And How To Make Your HMO Pay Up." Mr. Shernoff has also been featured in the New York Times, Wall Street Journal, Time Magazine, and on "60 Minutes." *Chambers USA*, an international attorney ranking service, called Mr. Shernoff the "dean of insurance bad faith" and stated that he's "as good as it gets in that area.

Mr. Shernoff has also been featured in the *New York Times, Wall Street Journal, Time* Magazine, and on "60 Minutes." Mr. Shernoff is an insurance bad faith lawyer, who maintains offices in Beverly Hills and Claremont California, has authored over 50 articles on insurance issues and is featured in the Rutter Group Seminar entitled "The Shernoff Insurance Bad Faith Seminar."

Mr. Shernoff is handling lawsuits accusing health insurance carriers of routinely and illegally denying patients' medical claims on the grounds that such treatments were not medically necessary even when recommended by treating doctors. He is also involved in fighting on behalf of seniors who have suffered financial elder abuse by insurance companies who are denying legitimate insurance claims of seniors.

Michael J. Bidart

As a preeminent consumer attorney, Michael J. Bidart has made a major impact on our healthcare system. Mr. Bidart leads the firm's HMO Litigation and Property/Casualty Departments.

Since bringing his expertise to the firm in 1986, Mr. Bidart has developed the firm's health insurance practice by successfully prosecuting bad faith disputes against insurers and HMOs.

His inexhaustible efforts were showcased in 1999 with a landmark $120.5 million verdict against Aetna over its refusal to pay for care recommended by the health plan's own physicians (*Goodrich v. Aetna*).

Mr. Bidart's dedication and expertise are also exemplified by many earlier landmark decisions. In *State Farm v. Superior Court* (1996) he helped establish conclusively that Business & Professions Code §17200 unfair business practice liability applies to insurance companies in California. For victims of the 1994 Northridge earthquake he won more than $300 million.

He was a key player in the California Public Employees' Retirement System's decision to expand its health care benefits for women with breast cancer, and he led the firm's effort to ensure that prostate cancer patients statewide receive proton beam therapy as a covered benefit under their insurance policies.

Mr. Bidart has been named a Super Lawyer by *Law & Politics Magazine* every year since 2004, has been a Super Lawyer Top 100 Attorney every year since 2004 and Top 10 from 2018 to 2025. In 2019, he was named a Top Healthcare Attorney in California by the *Los Angeles Daily Journal*. He has been profiled in the *National Law Journal, The American Lawyer* and *California Lawyer Magazine,* which have recognized him as one of California's most influential lawyers. The Wall Street Journal has also noted that Mr. Bidart's success in healthcare litigation helped to reignite the debate in Congress over whether patients should have the right to sue their health plans.

A well-known lecturer and keynote speaker on HMO litigation and bad faith insurance practices, Mr. Bidart has been a featured speaker for the Association of Trial Lawyers of America, Consumer Attorneys of California, American Conference Institute, The Rutter Group, the California Judges Association and many others.

Mr. Bidart has served on the Board of Governors of Consumer Attorneys of California and Consumer Attorneys Association of Los Angeles, as well as on the Board of Regents of Loyola Marymount University.

Mr. Bidart graduated from California State Polytechnic University, Pomona (B.S., 1971) and Pepperdine University School of Law (J.D., 1974) and has been the recipient of the Distinguished Alumnus Award of both universities.

Ricardo Echeverria

Ricardo Echeverria is a trial attorney with Shernoff Bidart Echeverria LLP handling insurance bad faith and catastrophic personal injury cases. Mr. Echeverria is a past-president of the Consumer Attorneys Association of Los Angeles (CAALA) the nation's largest local association of plaintiffs' attorneys. In 2026, CAALA recognized Ricardo as one of its newest Hall of Fame inductees making him one of the 26 attorneys in history to receive this honor. He was recognized as one of the Top 30 Plaintiff Lawyers in California in 2018, 2019, 2020, 2021, 2023, and 2024, and was named one of the Top 100 Attorneys in

California in 2017, 2018 and 2023 by the Los Angeles Daily Journal. He was honored by the Orange County Trial Lawyers Association as the 2021 and 2024 Top Gun Trial Lawyer of the Year. In 2019, he was honored with the Lifetime Legal Achievement Award from Consumer Watchdog. In 2024, Ricardo was recently inducted into The Inner Circle of Advocates, known as the 100 best plaintiff lawyers in the U.S. The Inner Circle of Advocates is an exclusive, invitation-only group of the best plaintiff lawyers in the United States.

Mr. Echeverria's trial record is distinguished by impressive victories including a $68 million jury verdict in a medical malpractice case in Fresno, CA (Perez et al. v Community Regional Medical Center, Pervaiz A. Chaudhry) the National Law Journal recognized the verdict as one of the Elite Trial Lawyer Top 50 Verdicts in 2018; a $42.4 million jury verdict to a pregnant mother who suffered a severe traumatic brain injury following a head-on collision (Diana Estevez v. Gregory Kadlec); a $25.7 million jury verdict in a catastrophic personal injury case (Elkins v. Murchison); a $17 million jury verdict in a catastrophic personal injury case where a security guard had his leg amputated in a forklift accident (Meier v. Pennysaver USA); a $15 million jury verdict in a wrongful death case involving a mother of two killed in a hit-and-run accident (Paregien v Perez dba E&M Trucking); a $13.2 million jury verdict in an auto v. bicycle hit-and-run accident (Wood v Venegas); a $10.5 million jury verdict to a former truck driver who had his leg amputated after a forklift accident (Singh v. Capay); a $7.2 million jury verdict against an insurance company for its failure to settle a claim within policy limits on behalf of its insured in Minnesota Federal Court (George Martin Co. v. Royal Insurance); a $6.9 million dollar jury verdict against Geico Insurance Company on behalf of a man injured in a motorcycle accident for unreasonably failing to settle within its $100,000 policy limit; a $6.2 million jury verdict in Orange County Superior Court on behalf of a 24-year-old developmentally disabled man who was struck by a car on an outing to the OC Fair (Dotson v. Aacres, LLC); a $5.1 million jury verdict against an insurance company for low-balling victims of the October 2003 California Wildfires (Stone v. Fidelity National); a $3.6 million jury verdict against an insurance company for its failure to pay on a $75,000 water loss claim under a homeowner's insurance policy (Colombero v. USAA); a $3.3 million jury verdict against an insurance company for mishandling a fire claim for victims of the 2007 San Diego wildfires (Van Zee v. Homesite Insurance); a $3.2 million jury verdict in a wrongful death and personal injury trial (Rojas v HFS Enterprises); a $2.3 million jury verdict against an insurance agent in an agent negligence case (Fulton Santa Rosa v Sullivan Curtis Monroe Insurance Services); a $2 million jury verdict against an oil refinery in a breach of employment contract case (George Sturges, Jr. vs. Kern Fuels Research, LLC, et al.); a $1.9 million verdict on behalf of the City of Long Beach against its insurer in a coverage dispute (City of Long Beach v. AIG); a $1.8 million jury verdict for a computer software developer (Nunn v. Cigna); a $1.8 million verdict against the State of California in a wrongful death action (Musharbash v. State of California); a $1.2 million jury verdict in a personal injury matter (Berry v. Hicks); a $1 million jury verdict for a commercial property owner against a tenant for negligently causing a fire (Ramos-Lovato v. Community Bank); a $500,000 jury verdict in a personal injury and premises liability action (Smith v. Margaritaville, Inc.); and a $483,000 jury verdict in a personal injury and premises liability case (Ryan v. Hasbert).

Mr. Echeverria was named 2019 Trial Lawyer of the Year by Consumer Attorneys of Inland Empire and was also named the 2010 Trial Lawyer of the Year by the CAALA after having been nominated for the award from 2006 through 2009. He has also been a finalist for the Consumer Attorneys of California's Consumer Attorney of the Year in 2007, 2009, and 2018. He was also a finalist for the San Francisco Trial Lawyers Association 2019 Trial Lawyer of the Year. Mr. Echeverria was presented the 2011 – 2012 Jennifer Brooks Lawyer of the Year Award by the Western San Bernardino County Bar Association. In 2012, he received an Outstanding Trial Lawyer Award from the Consumer Attorneys of San Diego. He has been named a Super Lawyer by Super Lawyers Magazine every year since 2005. He has been named a "Best Lawyer" by the Best Lawyers in America publication every year since 2014.

He is a member of the American Board of Trial Advocates (ABOTA) and has been recognized as a Top 100 Trial Lawyer in the State of California by The National Trial Lawyers Association. In 2014, Mr. Echeverria was elected a Fellow of the American College of Trial Lawyers (ACTL), which recognizes the top one percent of total trial attorneys in the country.

A frequent lecturer on insurance bad faith and managed care liability, Mr. Echeverria has been a featured speaker for the Consumer Attorneys Association of Los Angeles, Consumer Attorneys of California, Consumer Attorneys of the Inland Empire, Consumer Attorneys of San Diego, Association of Trial Lawyers of America, Orange County Trial Lawyers Association, San Francisco Trial Lawyers Association, New York State Trial Lawyers Institute, Montana Trial Lawyers Association, The Rutter Group, Shernoff Bad Faith Insurance Seminar, Trial Guides, National Health Lawyers Association, Santa Clara University School of Law, UCLA School of Law, Loyola Law School, Whittier Law School, University of La Verne, College of Law, Southwestern Law School, Practicing Bar Institute, American Conference Institute, Lexington Insurance Seminar, Mealey's Insurance Seminar, Los Angeles County Bar Association, Riverside

County Bar Association, Beverly Hills Bar Association and the Marin County Bar Association.

He is a member of the State Bar of California, American Bar Association, Riverside County Bar Association, Los Angeles County Bar Association, Consumer Attorneys Association of California, Consumer Attorneys of the Inland Empire, and the Consumer Attorneys Association of Los Angeles as a member of the Board of Governors since 2003 and its 2017 President.

He has co-authored numerous articles, including "Litigating an HMO Bad Faith Case from the Plaintiff's Perspective," "The Erosion of ERISA Preemption of Bad Faith Liability Actions," "Punitive Damages in Insurance Bad Faith Cases," "HMOs: Delay of Treatment" and "Holocaust Insurance Claims: Getting Justice 50 years Later." Mr. Echeverria has also written several articles for Mealey's Publications, including "Goodrich v. Aetna: A $120.5 million Commentary."

Mr. Echeverria received his B.S., magna cum laude, from California Polytechnic State University, San Luis Obispo in 1990, and his J.D. from Santa Clara University in 1993.