



Final Details for Order #112-3607373-1968200

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Order Placed: November 8, 2024

Amazon.com order number: 112-3607373-1968200

Order Total: \$1,853.94

Shipped on November 9, 2024

Items Ordered

1 of: *ASUS TUF Newest 16" AMD Ryzen 9 RTX 4060 Ultimate Gaming Laptop, 16" FHD+1920 x 1200 165Hz, NVIDIA RTX 4060, 64GB DDR5 RAM, 2TB SSD, Wi-Fi 6, RJ45, Windows 11 P, with Targus Universal Docking Station* **Price** \$1,749.00

Sold by: PConline US ([seller profile](#))

Supplied by: Other

Condition: New

Shipping Address:

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

Shipping Speed:

Local Express Shipping

Payment information

Payment Method:

Pay over time with Affirm

Item(s) Subtotal: \$1,749.00

Shipping & Handling: \$0.00

Total before tax: \$1,749.00

Estimated tax to be collected: \$104.94

Grand Total: \$1,853.94

Billing address

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

To view the status of your order, return to [Order Summary](#).

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English

United States

Help

Account | **Welcome, John!**

Overview

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Multiple Product Registration

Technical Inbox

Application status

Contact Us

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Registration Date: 2024-11-17

RT-AX1800S

Serial Number : **RBIG4Y6021088V6**

✔ Warranty : Valid until 2027-04-07 [Learn More >](#)

* To facilitate the customer service process, we may autofill the serial numbers of your registered products on the next page when you click the buttons below.

| | |
|-------------------|--------------------|
| Driver & Tools | FAQ |
| Manual & Document | Warranty Extension |
| Repair Records | Remove the Product |

Remark

Purchase Date : 2024-11-14



Final Details for Order #112-4220555-6151413

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Order Placed: November 13, 2024

Amazon.com order number: 112-4220555-6151413

Order Total: \$70.27

Shipped on November 14, 2024

Items Ordered

Price

1 of: *ASUS RT-AX1800S Dual Band WiFi 6 Extendable Router, Subscription-Free Network Security, Parental Control, Built-in VPN, AiMesh Compatible, Gaming & Streaming, Smart Home* \$66.29

Sold by: TRENDY-TECH (We Record Serial Numbers) ([seller profile](#))

Supplied by: TRENDY-TECH (We Record Serial Numbers) ([seller profile](#))

Condition: New

Shipping Address:

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Visa ending in 2794

Item(s) Subtotal: \$66.29

Shipping & Handling: \$0.00

Total before tax: \$66.29

Estimated tax to be collected: \$3.98

Grand Total: \$70.27

Billing address

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

Credit Card transactions

Visa ending in 2794: November 14, 2024: \$70.27

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Registration Date: 2024-11-14

FA607PV

Serial Number : **S4NRKD02023214A**

Warranty : Valid until 2025-11-17 [Learn More >](#)

* To facilitate the customer service process, we may autofill the serial numbers of your registered products on the next page when you click the buttons below.

| | |
|--------------------|--------------------|
| Driver & Tools | FAQ |
| Manual & Document | Warranty Extension |
| Repair Records | Upgrade Warranty |
| Remove the Product | |

Tech Specs

Operating System Windows 11 Home

Processor AMD Ryzen™ 9 7940HX Mobile Processor (16-core/32-thread, 64MB L3 cache, up to 5.2 GHz max boost)

Graphics NVIDIA® GeForce RTX™ 4060 Laptop GPU (233 AI TOPs), 2420MHz* at 140W (2370MHz Boost Clock+50MHz OC, 115W+25W Dynamic Boost), 8GB GDDR6

Display 16-inch, FHD+ 16:10 (1920 x 1200, WUXGA), IPS-level, Anti-glare display, - sRGB:100.00%, - Adobe:75.35%, - Refresh Rate:165Hz, G-Sync, N/A, MUX Switch + NVIDIA® Advanced Optimus, - Support Dolby Vision HDR :N/A

| | |
|----------------------------------|--|
| Memory | 8GB DDR5-5200 SO-DIMM x 2, - Max Capacity:64GB |
| Storage | 512GB PCIe® 4.0 NVMe™ M.2 SSD |
| I/O Ports | 1x 3.5mm Combo Audio Jack, 1x HDMI 2.1 FRL, 2x USB 3.2 Gen 1 Type-A (data speed up to 5Gbps) 1x USB 3.2 Gen 2 Type-C with support for DisplayPort™ / power delivery / G-SYNC (data speed up to 10Gbps) 1x USB 3.2 Gen 2 Type-C with support for DisplayPort™ / G-SYNC (data speed up to 10Gbps) 1x RJ45 LAN port |
| Keyboard and Touchpad | Backlit Chiclet Keyboard 1-Zone RGB, Touchpad, N/A |
| Camera | 720P HD camera |
| Audio | Dolby Atmos AI noise-canceling technology Hi-Res certification (for headphone) Support Microsoft Cortana near field/far field (Microsoft service suspended in spring of 2023.), Built-in array microphone, 2-speaker system |
| Network and Communication | Wi-Fi 6(802.11ax) (Dual band) 2*2 + Bluetooth® 5.3 Wireless Card (*Bluetooth® version may change with OS version different.) |
| Battery | 90WHrs, 4S1P, 4-cell Li-ion |
| Power Supply | ø6.0, 280W AC Adapter, Output: 20V DC, 14A, 280W, Input: 100~240C AC 50/60Hz universal |
| Security | BIOS Administrator Password and User Password Protection Kensington Security Slot™ Trusted Platform Module (Firmware TPM), McAfee® 30 days free trial |

Remark

Purchase Date : 2024-11-11



John Fouts <icreateupwardspirals@gmail.com>

2025-05-07 - 12:08 a.m. - Subject: Follow-Up on Escalated ASUS Security Case – Legal and Technical Clarification4 messages

John Fouts <icreateupwardspirals@gmail.com>

Wed, May 7, 2025 at 12:38 AM

To: "Wendy Vu (ACI)" <wendy_vu@asus.com>

Cc: "Jennifer Stover (ACI)" <Jennifer_Stover@asus.com>, "ic3@fbi.gov" <ic3@fbi.gov>, "consumer@ftc.gov" <consumer@ftc.gov>, "alerts@cisa.gov" <alerts@cisa.gov>, "Tony Han (ACI)" <Tony_Han@asus.com>, "Weifen1 Liu (ACI)" <Weifen1_Liu@asus.com>, "Wendy Vu (ACI)" <wendy_vu@asus.com>, legal@asus.com

Subject: Follow-Up on Escalated ASUS Security Case – Confirmed Device Compromise

Dear Ms. Vu,

Thank you for your response and for confirming escalation to ASUS Global Research and Development.

To clarify -- once more...This is **NOT** a standard customer support case.This matter involves **confirmed and reproducible evidence of device compromise** across multiple ASUS products, including the TUF Gaming A16 laptop and the AX1800 and AX5400 routers.The issues documented are **not hypothetical or “potential.”****They include:**

- **Persistent firmware-level compromise** that survives factory reset
- **Remote access behaviors consistent with unauthorized control**
- **Manipulated traffic and DNS hijacking**, confirmed across clean networks
- **Hypervisor activity** not attributable to user configuration
- **Chain-of-custody and supply chain integrity failures**

These facts have been reported not only to ASUS, but also to **federal authorities**, including the:

FBI (IC3),

FTC, and

CISA,

due to the national cybersecurity implications of compromised infrastructure equipment.

I am prepared to provide the requested serial number in clearer form, of course.

However, I will not surrender these devices to ASUS without **neutral third-party forensic oversight or a federally supervised transfer**, to ensure that no evidence is altered, suppressed, or invalidated.Further, **I strongly object to ASUS dismissing my other claims—such as damages and systemic negligence—as “outside the scope of support.”** These are not warranty issues.They are **civil, criminal, and constitutional violations**, some of which may ultimately very likely involve ASUS as a named party in federal litigation.

ASUS's formal participation may indeed be compelled by court order, and I reserve all rights to pursue that and any other course of action.

I expect immediate acknowledgment of:

1. ASUS's willingness to coordinate secure, traceable transfer of these devices for forensic analysis,
2. ASUS must provide **temporary replacement devices of equivalent functionality** for the duration of the investigation, so that I may maintain access to essential services (including medical) and communications.
3. Your investigation timeline and scope, and
4. The name of the internal team lead for this case, all team members, and supervisory contacts.

To further support these issues, I have attached a compiled document that includes:

- **Clear and verifiable serial number identification**
- **Forensic logs and system data** indicating persistent compromise
- **Hardware-level output** that demonstrates unauthorized firmware behavior and security violations

Please confirm receipt and advise on next steps immediately.

Sincerely,

John R. Fouts, MBA



output_compressed.pdf

On Tue, May 6, 2025 at 4:36 PM Wendy Vu (ACI) <wendy_vu@asus.com> wrote:

Dear Mr. Fouts,

Thank you for your continued communication and for submitting detailed documentation regarding your ASUS TUF Gaming A16 and AX1800, AX5400 routers. We confirm receipt of your materials and attachments.

Your concerns have been formally escalated to our Global Research and Development team for internal review. Please note that this investigation may take some time, as it involves a careful and thorough technical assessment by multiple internal teams.

As outlined in our warranty terms, we require that the products be returned to an ASUS Service Center for diagnostic testing. This step is essential in order to verify the reported issues and inspect the unit's condition. Once the device has been received and it is confirmed to be in its original factory state and free of any physical damage, we would be happy to consider a buyback of the unit as a potential resolution.

In addition, please provide the full and clearly legible serial number (SN) of the affected device, as the images provided do not clearly display this information.

We would also like to clarify the scope of our support:

- Requests such as a lifetime supply of ASUS products, emergency housing, or similar forms of personal or financial support fall outside the terms and conditions of our product warranty and are not services ASUS provides.
- Additionally, ASUS will not be participating as a co-plaintiff in any litigation. If ASUS's participation is legally required, this must be pursued through proper legal channels via a valid subpoena or court order.

We remain committed to investigating this matter as appropriate, based on the facts and findings from our technical review. Your cooperation in returning the unit and providing the requested serial number will help us proceed efficiently.

If you may have any additional questions and/or concerns, please do not hesitate to let us know.

Thank you!

Best regards,

Wendy Vu | Senior Supervisor of Customer Care

Service Department | Support Section | Corporate Customer Care

Phone: 510-739-3777 ext. 65008 | Email: Wendy_Vu@asus.com

ASUS Computer International | 48720 Kato Road, Fremont, CA 94538

ASUS IN SEARCH OF INCREDIBLE

From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Saturday, May 3, 2025 10:29 PM

To: Wendy Vu (ACI) <wendy_vu@asus.com>; asus cc (ACI) <asus_cc@asus.com>
Cc: Jennifer Stover (ACI) <Jennifer_Stover@asus.com>; Wendy Vu (ACI) <wendy_vu@asus.com>;
ic3@fbi.gov; consumer@ftc.gov; alerts@cisa.gov; Tony Han (ACI) <Tony_Han@asus.com>; Weifen1
Liu (ACI) <Weifen1_Liu@asus.com>
Subject: [WARNING: ATTACHMENT(S) MAY CONTAIN MALWARE]2025-05-04 - Subject: URGENT –
Firmware Compromise Confirmed: Updated Evidence Submission + Escalation Follow-Up

External email : Ensure your email is secure before opening links and attachments.

Subject: URGENT – Firmware Compromise Confirmed: Updated Evidence Submission + Escalation Follow-Up

Hi Wendy,

Thank you again for your response. I am continuing to gather and send the materials you requested. Please see the attached for an updated set of critical documentation, including the following:

- Serial numbers and official purchase receipts for the ASUS TUF Gaming A16 and AX1800 router - AX5400 Router Receipt will be provided in near future
- Product box photos and identifying labels
- A forensic evidence archive containing ACPI firmware tables (DSDT, SSDT1–23, IVRS, TPM2, VFCT, etc.)
- Boot logs showing Secure Boot bypassed and kernel virtualization activity
- Additional screenshots and data supporting our case of firmware-level and hypervisor compromise

The latest evidence now confirms:

- **Presence of stealth hypervisor behavior in the kernel logs**, including the line:
Booting paravirtualized kernel on bare hardware
- **Injection of Microsoft Hyper-V drivers** into a non-Hyper-V Linux environment
- **Secure Boot disabled** despite BIOS settings indicating otherwise
- **ACPI tables** such as IVRS, TPM2, and VFCT, and up to 23 custom SSDT entries with rogue identifiers (CPMACPV7, CPLTFG, CPMDFIG2, GPPS_PME, AMDW0V) — suggesting thermal spoofing, PCIe redirection, and virtualization payloads likely injected via firmware
- **Failure of ASUS firmware security** to protect against virtualization-layer compromise and PCIe bus deception

These facts are verifiable, reproducible, and irrefutable. I expect this to be escalated immediately to your firmware security, BIOS/UEFI development, and legal teams.

I am reiterating my original formal demands:

- A **Lifetime Protectional Contract Guarantee** and **Lifetime Supply of uncompromised equipment** for myself and my disabled child (J.A.F.)
- ASUS's participation as a **co-plaintiff in related federal litigation**
- Immediate preservation of logs, internal findings, and supply chain traceability
- A formal **Non-Retaliation Agreement**
- Compensation for the documented damages
- Coordination with federal agencies including **FTC, IC3, CISA, and HIPAA enforcement**

Attachments:

- ASUS ACPI_evidence_bundle.zip
- ASUS 1800 router + ASUS A16 Tuf Gaming laptop receipts (PDF/JPG) - the AX5400 Receipt for that router I have not yet gotten a copy of but can send soon.
- Terminal logs and screenshots (PDF)
- Cyber_Espionage_Legal_Notice_Meta.pdf

- Gmail - 2025-04-10 URGENT_ Cyber Espionage Report & Legal Notice – ADA-Protected Whistleblower Targeting.pdf
- EXHIBIT-EMERGENCY MEDICAL-NECESSITY-LETTER-DR-JORDAN-VAUGHN.pdf

1. **Immediate relocation and emergency housing**, paid for by ASUS, to ensure the safety of myself and my disabled child (J.A.F.)
2. **Immediate replacement of all compromised ASUS devices**, including the TUF Gaming A16 and AX1800 router, with fully verified, uncompromised hardware
3. A **lifetime supply of top-tier, secure ASUS computing and networking equipment** for both myself and my child
4. Ongoing ASUS-based system integrity checks or trusted partner support to ensure continued protection
5. **Immediate filing by ASUS of a federal legal case** in partnership with me, listing ASUS and myself as **co-plaintiffs**
6. **Filing of a formal police report** by ASUS with:
 7. Local law enforcement (Jeffersontown Police Department and Louisville Metro Police Department),
 8. The Louisville FBI Field Office, local DOJ office
 9. And relevant federal cybersecurity agencies (FTC, CISA, IC3, FCC),to launch a coordinated investigation into the supply chain compromise and resulting harm
10. **A formal Lifetime Protectional Contract Guarantee** for myself and my child
11. **A Formal Non-Retaliation Agreement**
12. **Comprehensive forensic transparency**: ASUS must preserve all related internal firmware records and logs
13. Immediate preservation of logs, internal findings, and supply chain traceability
14. Compensation for the documented damages

The evidence now confirms:

- Firmware ACPI tables (DSDT, SSDT1–23, IVRS, TPM2, VFCT, WSMT) have been modified or injected with virtualization code
- Boot logs show **paravirtualized kernel activity on bare hardware**
- Secure Boot is disabled despite UEFI settings
- Microsoft Hyper-V kernel modules were **injected without consent**
- Custom ACPI identifiers (CPMACPV7, CPLTFG, GPPS_PME, AMDW0V, etc.) strongly suggest spoofed PCIe bridges and power control layers consistent with hypervisor rootkits

There is additional evidence as well that I will hold onto at this point in time

This is not theoretical. It is **proven, forensic, and actionable**. These failures trace directly to ASUS hardware and must now be met with legal, logistical, and protective action by ASUS immediately.

These findings are irrefutable and documented across multiple forensic snapshots. I am operating with every form of communication, storage, and transmission infrastructure actively compromised. Your immediate action is required.

Please confirm:

- Receipt of the attachments
- Immediate initiation of the above actions
- Timeline for ASUS's formal response, device replacement, relocation, and legal engagement

This is a life-threatening emergency, and I am copying federal authorities to ensure this matter is recorded and escalated properly. This is a direct request for relief, protection, justice, and initial restitution.

Respectfully,

Mr. John R. Fouts, MBA

Plaintiff, Civil Rights Advocate, and Legal Guardian of J.A.F.

✉ icreateupwardspirals@gmail.com

📞 502-956-0052 (text only)

📠 502-996-8246 (HIPAA Compliant)

CC:

✉ ic3@fbi.gov

✉ consumer@ftc.gov

✉ alerts@cisa.gov

On Wed, Apr 30, 2025 at 6:40 PM Wendy Vu (ACI) <wendy_vu@asus.com> wrote:

Dear Mr. Fouts,

Thank you for contacting ASUS and for taking the time to share the serious concerns you've experience. We understand that you and your child are currently facing extremely difficult circumstances, including displacement and significant medical needs. Please know that we take your message seriously, and we are committed to giving your situation the careful attention and thorough review.

At ASUS, we take product security and customer safety with the utmost seriousness. Our devices are designed and manufactured to meet or exceed applicable consumer protection and cybersecurity standards, including those outlined by the Federal Trade Commission (FTC). We continually assess and improve our hardware and firmware integrity to ensure the protection of our users' privacy and data.

To initiate a formal review and escalate your case appropriately, we kindly ask that you provide the following information:

1. Serial numbers of all ASUS devices currently in your possession (e.g., the laptop and both routers),
2. Receipts or invoices confirming your original purchase of these products,

- **The receipt/invoice will need to display the:**

- company's logo
- date of purchase
- cost

- serial and/or model number of ASUS product
- File types accepted: PDF, JPG, PNG, GIF

• **Unacceptable forms of proof of purchase are:**

- bank statements
- screen shots
- forwarded e-mails
- copy & pasted e-mails
- do not accept files attached as TXT or RTF, DOC

3. Any supporting documentation, including forensic reports, logs, screenshots, or other evidence relating to the issues described.

We understand that gathering this information may be challenging given your current situation. If you need help identifying device serial numbers, please let us know — we are here to assist you. Once we receive this information, we will escalate the matter to our security and product investigation teams and keep you informed at each stage of the process.

Thank you for your patience and cooperation. We're committed to thoroughly reviewing your concerns.

Best regards,

Wendy Vu | Senior Supervisor of Customer Care

Service Department | Support Section | Corporate Customer Care

Phone: 510-739-3777 ext. 65008 | Email: Wendy_Vu@asus.com

ASUS Computer International | 48720 Kato Road, Fremont, CA 94538

ASUS IN SEARCH OF INCREDIBLE

From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Tuesday, April 29, 2025 8:59 PM

To: Wendy Vu (ACI) <wendy_vu@asus.com>; Jennifer Stover (ACI) <Jennifer_Stover@asus.com>; Tony Han (ACI) <Tony_Han@asus.com>; Weifen1 Liu (ACI) <Weifen1_Liu@asus.com>; asus cc (ACI) <asus_cc@asus.com>

Cc: ic3@fbi.gov; consumer@ftc.gov; alerts@cisa.gov

Subject: 2025-04-29 - Subject: URGENT: Formal Demand for Immediate Action, Legal Partnership, and Federal Escalation

External email : Ensure your email is secure before opening links and attachments.

Dear ASUS Executive and Legal Teams,

Please find attached my formal demand letter and supporting evidence regarding catastrophic digital and physical harm enabled by ASUS-manufactured hardware.

This includes:

- A Lifetime Protectional Contract Guarantee and Lifetime Supply of top-tier equipment for both myself and my disabled child (J.A.F.), covering the remainder of our lives
- ASUS's active initiation of new federal litigation as a co-plaintiff alongside me
- Police report filing and formal escalation to federal agencies (FTC, CISA, IC3, HIPAA, NFTC)
- Preservation and delivery of logs, chain-of-custody documentation, and internal findings
- A Non-Retaliation Agreement
- Compensation for already-incurred damages, and acknowledgment of ASUS's exposure to punitive damages

This situation has involved not only the confirmed compromise of firmware-level security, stealth hypervisors, and supply chain integrity—but also real-world surveillance, unlawful displacement/forced homelessness, defamation, and federal civil rights violations.

Due to this breach, my child and I are currently displaced and surviving under severe hardship. Delivery logistics must be coordinated with me directly. I expect timely and professional response to the demands laid out in the attached letter.

I request for all communication to be in writing via email.

Contact:

- Email: icreateupwardspirals@gmail.com
- Phone: 502-956-0052 - text only
- Fax: 502-996-8246 - HIPAA compliant

Respectfully,

Mr. John R. Fouts, MBA

Plaintiff, Civil Rights Advocate, and Legal Guardian of J.A.F.

Attachment:

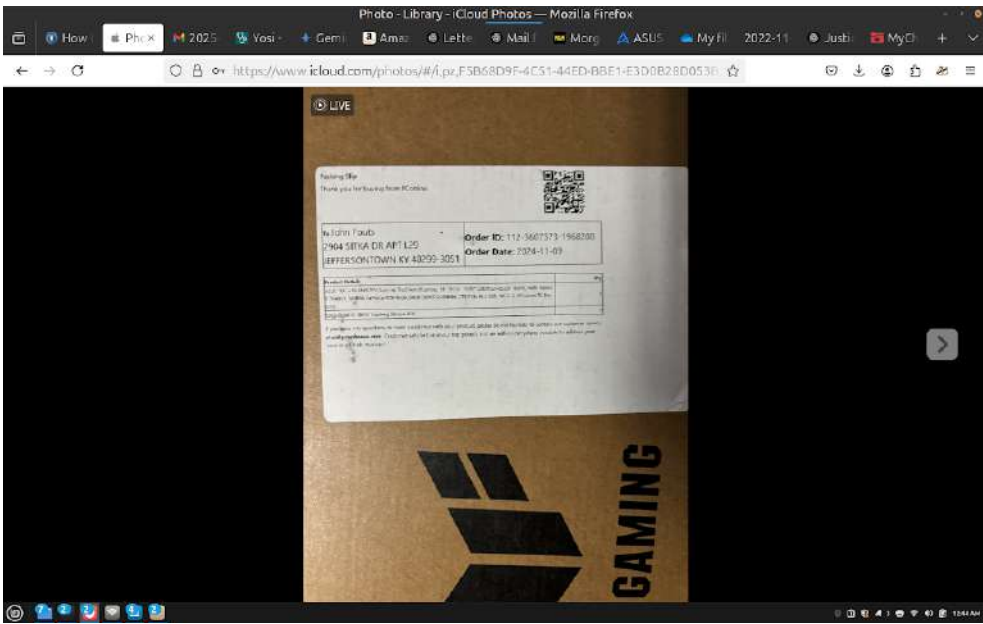
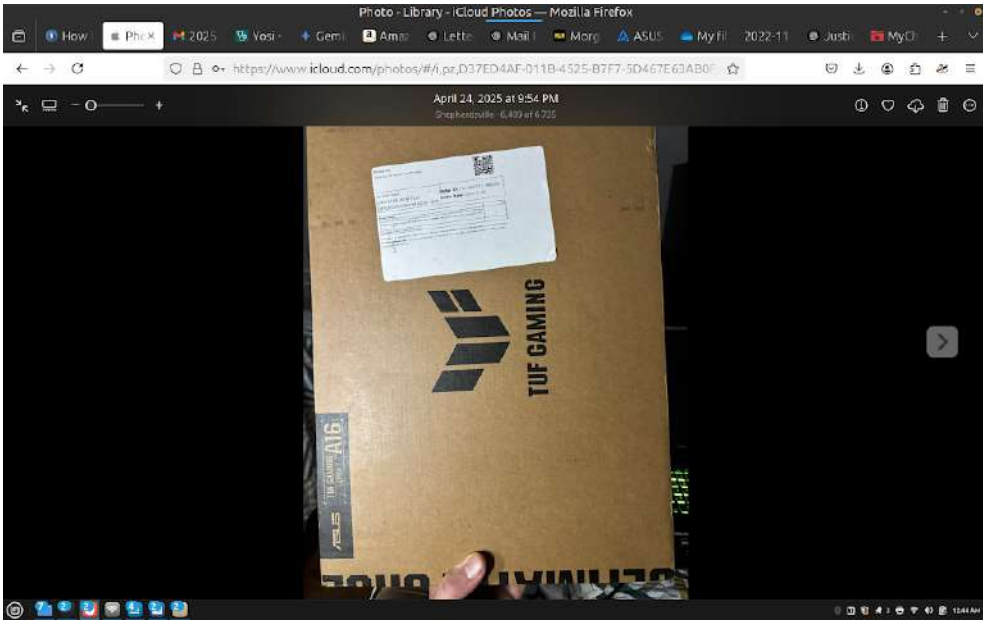
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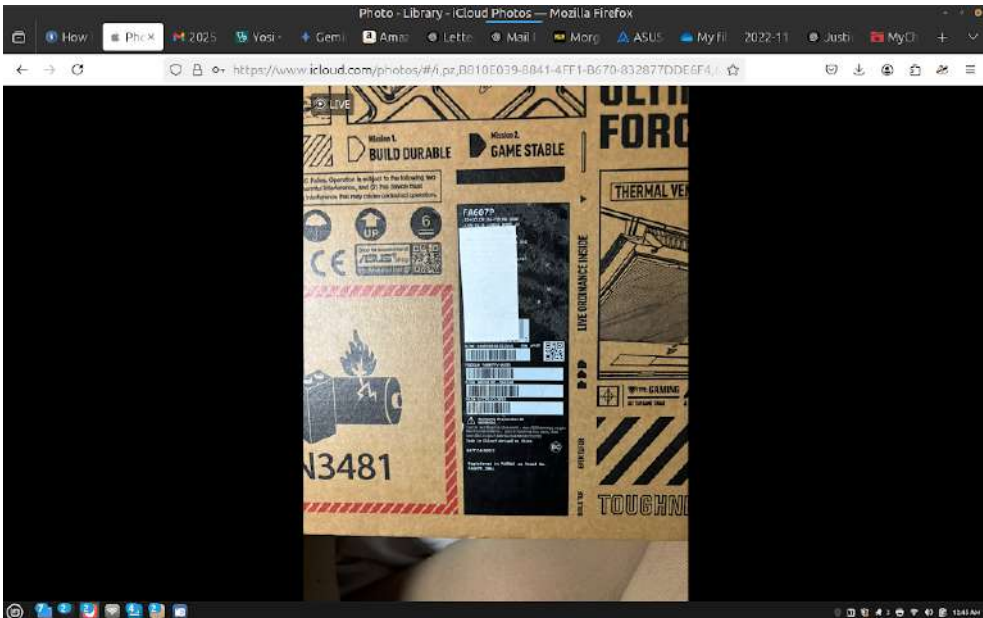
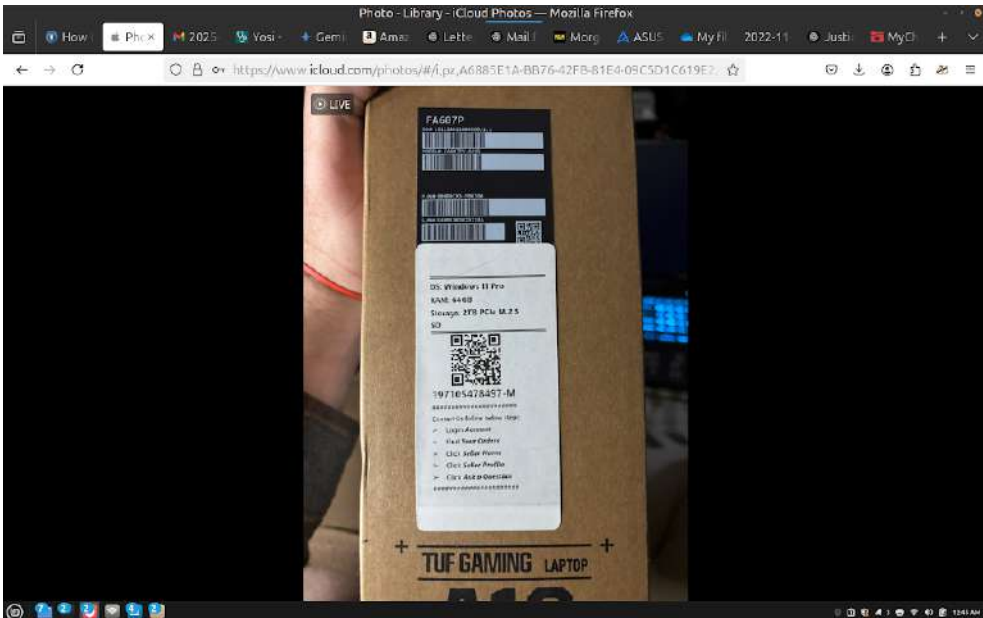
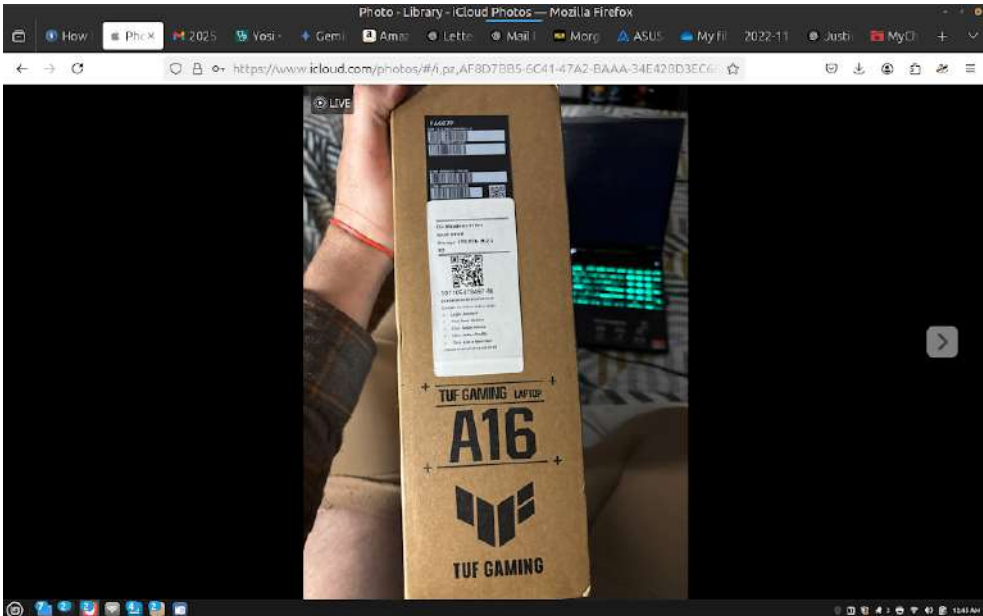
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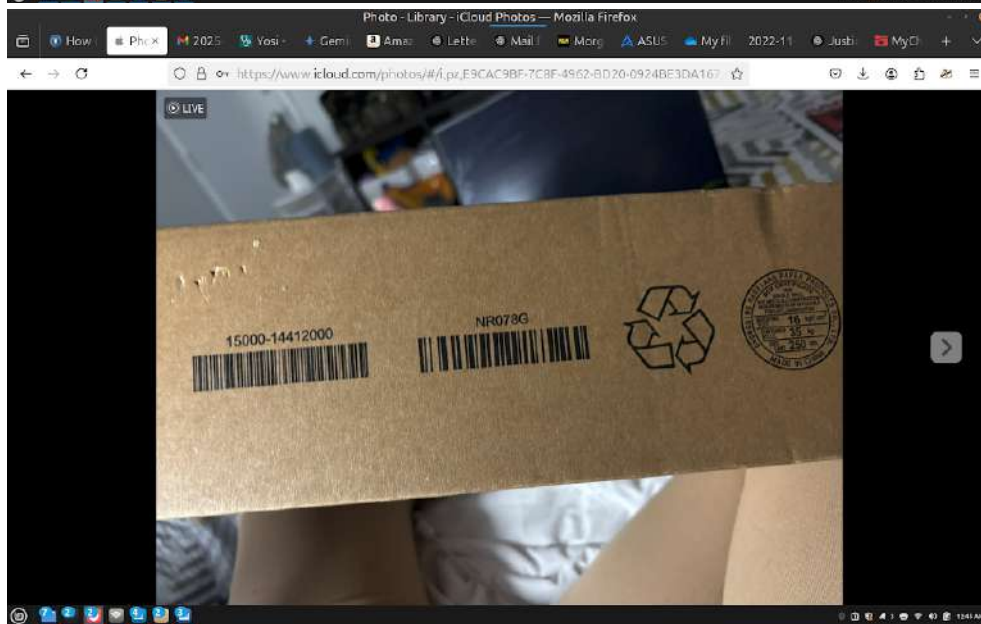
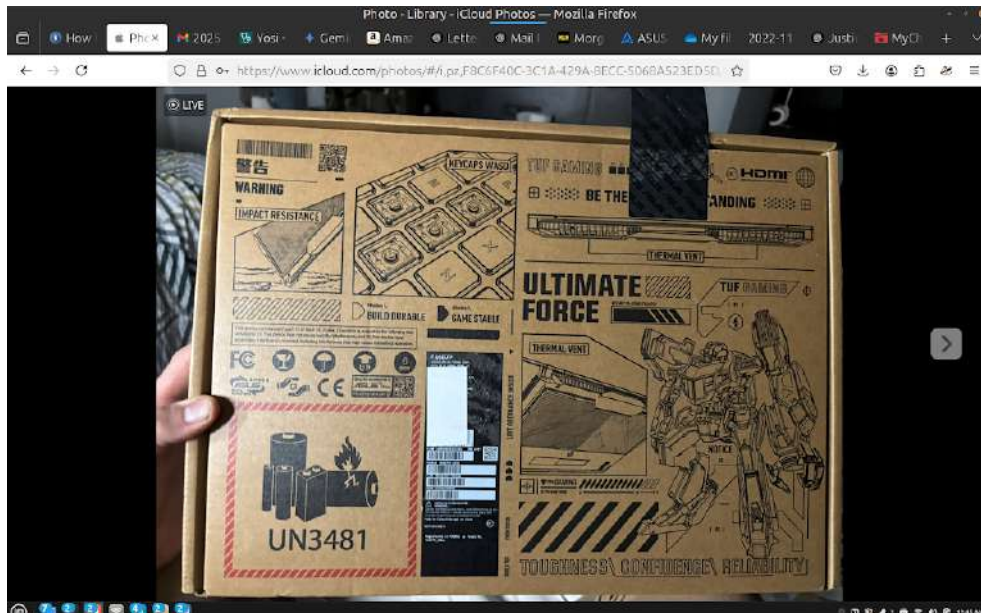
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For pricing information, ASUS is only entitled to set a recommendation resale price. All customers are free to set their own price as they wish.

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 This email and any attachments to it contain confidential information and are intended solely for the use of the individual to whom it is addressed. If you are not the intended recipient or receive it accidentally, please immediately notify the sender by e-mail and delete the message and any attachments from your computer system, and destroy all hard copies. Please be advised that any unauthorized disclosure, copying, distribution or any action taken or omitted in reliance on this, is illegal and prohibited. Any views or opinions expressed are solely those of the author and do not represent those of ASUSTeK.

For pricing information, ASUS is only entitled to set a recommendation resale price. All customers are free to set their own price as they wish.

=====
 =====



Address not found

Your message wasn't delivered to **ic3@fbi.gov** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 #5.1.0 Address rejected.

Final-Recipient: rfc822; ic3@fbi.gov


Action: failed

Status: 5.7.0

Remote-MTA: dns; mx-east.fbi.gov. (153.31.119.142, the server for the domain fbi.gov.)

Diagnostic-Code: smtp; 550 #5.1.0 Address rejected.

Last-Attempt-Date: Tue, 06 May 2025 21:38:50 -0700 (PDT)

 **noname**
4K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: icreateupwardspirals@gmail.com

Wed, May 7, 2025 at 12:40 AM



Address not found

Your message wasn't delivered to **legal@asus.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 #5.1.0 Address rejected.

Final-Recipient: rfc822; legal@asus.com

Action: failed

Status: 5.7.0

Remote-MTA: dns; mg.asus.com. (103.10.4.32, the server for the domain asus.com.)

Diagnostic-Code: smtp; 550 #5.1.0 Address rejected.

Last-Attempt-Date: Tue, 06 May 2025 21:40:01 -0700 (PDT)

 **noname**
4K

Wendy Vu (ACI) <wendy_vu@asus.com>
To: John Fouts <icreateupwardspirals@gmail.com>
Cc: "Wendy Vu (ACI)" <wendy_vu@asus.com>

Fri, May 9, 2025 at 1:06 PM

Dear Mr. Fouts,

Thank you for your detailed message and for taking the time to provide further clarification regarding your concerns.

After careful review of the information you've shared, and consultation with several internal teams, we want to acknowledge the seriousness of the issues you've outlined. Given the nature of the claims and the security implications involved, we kindly ask that you direct all related correspondence, documentation, and evidence to our dedicated security team. This team is best positioned to handle matters involving potential device compromise, supply chain integrity, and cybersecurity threats. You can submit your information here: <https://www.asus.com/securityadvisory/>

For additional information about our security processes and how such cases are reviewed, please refer to our official Product Security Advisory page:

- <https://www.asus.com/content/asus-product-security-advisory/>

We appreciate your cooperation in helping us ensure the integrity and security of our products, and we thank you for bringing this matter to our attention.

Best regards,

Wendy Vu | Senior Supervisor of Customer Care

Service Department | Support Section | Corporate Customer Care

Phone: 510-739-3777 ext. 65008 | Email: Wendy_Vu@asus.com

ASUS Computer International | 48720 Kato Road, Fremont, CA 94538



From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Tuesday, May 6, 2025 9:39 PM

To: Wendy Vu (ACI) <wendy_vu@asus.com>

Cc: Jennifer Stover (ACI) <Jennifer_Stover@asus.com>; ic3@fbi.gov; consumer@ftc.gov; alerts@cisa.gov; Tony Han (ACI) <Tony_Han@asus.com>; Weifen1 Liu (ACI) <Weifen1_Liu@asus.com>; legal@asus.com

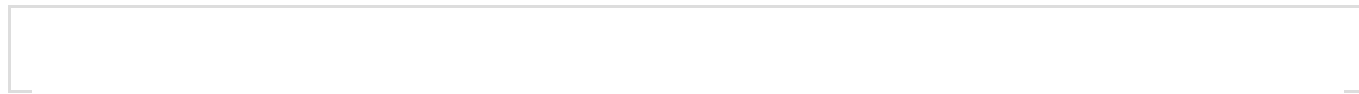
Subject: 2025-05-07 - 12:08 a.m. - Subject: Follow-Up on Escalated ASUS Security Case – Legal and Technical Clarification

External email : Ensure your email is secure before opening links and attachments.

Subject: Follow-Up on Escalated ASUS Security Case – Confirmed Device Compromise

[Quoted text hidden]

[Quoted text hidden]



[Quoted text hidden]

output_compressed.pdf

[Quoted text hidden]



Subscribe to Our Newsletter

Subscribe



ROB BONTA

Attorney General

Consumer Complaint Against A Business/Company

Consumer Complaint Against A Business/Company

/ *Consumer Complaint Against A Business/Company*

Thank you, your submission has been sent.

A copy of your submission is shown below. **Please use your browser Print function to print this page for your records.**

Please be advised that our office cannot represent individual citizens in legal matters, and cannot give individuals legal advice.

If you need legal assistance, we suggest that you contact a private attorney. You may obtain a referral to a certified lawyer referral service by contacting the State Bar at 866-442-2529 (toll-free in California) or 415-538-2250 (from outside California), or via the State Bar website.

If you cannot afford a private attorney, you may consider contacting your local legal aid office. For a referral, visit the Legal Services Corporation and click on the Find

Legal Aid tab.

If you have information about a crime, please report the matter locally to the police department or sheriff's office. For contact information, visit the California Law Enforcement Agencies page and click on your city or county law enforcement agency.

If you are contacting our Office about the national mortgage servicing settlement with Citibank, JPMorgan Chase/Washington Mutual, Bank of America/Countrywide, Wells Fargo/Wachovia, and Ally Financial/GMAC, please visit our National Mortgage Settlement website for helpful information.

Although we do our best to respond to all e-mails as quickly as possible, due to high volume, it is possible to experience a delay. We thank you for your patience.

PUBLIC INQUIRY UNIT

Data you submitted:

| |
|--|
| Your Information |
| First Name John |
| Middle Initial R |
| Last Name Fouts |
| Address Line Presently Displaced Unlawfully Evicted Homeless |
| Address Line 2 Near Clifton Neighborhood of Louisville, KY |
| City Louisville |

State KY

Zip Code 40206

(+4)

Email Address icreateupwardspirals@gmail.com

Confirm Email Address icreateupwardspirals@gmail.com

Area Code 502

Phone Number 9560052

Are you submitting this complaint on behalf of someone else? No

Business Information (Complaint Against):

Company Name ASUS North America and its parent company ASUSTeK

Computer Inc.

Company Address Asus North America

48720 Kato Road

Company City Fremont

Company State CA

Zip Code 94538

(+4)

Area Code 510

Phone Number 7393777

Email Address wendy_vu@asus.com

Website asus.com

Complaint

Amount in dispute

\$ 10,000,000

This figure reflects the extensive, sustained, and provable damage caused by ASUS's failure to prevent, disclose, or remediate confirmed firmware-level sabotage of its own hardware — affecting both my laptop and routers. As a direct result of ASUS's negligence, concealment, and refusal to act, I and my disabled minor child have suffered:

Irreparable legal harm, including the obstruction and derailment of active federal litigation under RICO, ADA, and whistleblower statutes;

Destruction of medical evidence and disability records protected by HIPAA and 504/ADA law, resulting in worsening physical decline, lack of access to care, and systemic medical neglect;

Unlawful displacement and loss of housing, forcing survival in motels and shelters due to digital interference that made legal relief and communications impossible;

Permanent educational disruption and psychological trauma to my child, whose protected educational and therapeutic records were compromised;

Confirmed infiltration of my computing infrastructure, including ACPI manipulation, DNS redirection, ARP poisoning, stealth hypervisors, and supply chain interference;

Ongoing surveillance-grade harm, including indications of remote access, backdoor execution, and device-level behavioral control outside my consent.

ASUS was notified, acknowledged the severity, and still refused to take any corrective action — instead stonewalling, denying responsibility, and refusing to assign a legal contact or case manager. This is not a customer service dispute.

This is a civil rights and digital warfare incident, and the damages are not hypothetical.

Ten million dollars is the minimum fair demand given the measurable, escalating consequences. If not resolved directly, this amount will be pursued through multi-party litigation including state and federal claims.

Minimum Acceptable Resolution from ASUS:

Immediate Written Admission of Fault

ASUS must acknowledge in writing that its hardware — including but not limited to the TUF Gaming A16 laptop, RT-AX1800S router, and RT-AX5400 router — was shipped with or later became compromised at the firmware and/or supply chain level, and that ASUS failed to respond adequately after multiple verified reports.

Full Internal Audit Disclosure

ASUS must provide:

Full forensic metadata from internal device logs tied to my hardware serials from manufacturing through present;

Disclosure of any upstream security breaches or internal alerts;

A complete list of ASUS employees or contractors who accessed my submitted case data;

Any record of third-party (e.g. governmental, private security firm) involvement or access.

Financial Compensation

ASUS must provide no less than \$10,000,000 USD in damages to account for:

Loss of legal standing and access in active federal cases;

Medical harm, delayed care, and denied ADA access;

Educational loss and trauma to my child;

Forced displacement, housing instability, and tech replacement costs;

Emotional distress, surveillance trauma, and years of damage caused.

Lifetime Hardware Remedy

ASUS must issue a written contract offering lifetime, at-cost replacement of secure, clean devices, with open architecture and verifiable firmware, as part of

restitution and harm mitigation.

Third-Party Verification

ASUS must fund and submit to an independent forensic investigation by a third-party cybersecurity firm of my choosing, with direct access to ASUS engineering staff as required.

Public Apology and Policy Reform

ASUS must issue a formal public statement acknowledging the failure, apologizing for the harm, and committing to changes in how escalated security complaints are handled moving forward.

If ASUS cannot or will not deliver every item above, the matter must move forward through criminal referral, civil litigation, and RICO complaint escalation.

Briefly state what you would consider a reasonable resolution from the company

See Above

Have you contacted the company about this issue? Yes

Date of last contact 2025-05-13

Communication means E-mail

Person communicated with Wendy Vu

Results of communication ASUS Acknowledges Severity of Security Breach Due To Their Hardware Yet Takes No Action

Have you previously contacted our Office or other agencies about this issue? No

No

Documents

Do you want to upload supporting documents? Yes

Upload supporting documents 2025-05-13- IMMEDIATE ESCALATION –

Confirmed Firmware-Level Device Compromise and ASUS Legal Non-

Responsiveness-IMMEDIATE-RESPONSE-REQUIRED.pdf

Description of document Immediate Escalation Letter to Asus

Do you wish to upload a second supporting document? Yes

Upload second supporting document 2025-05-13-ASUS-Gmail - 2025-05-20 -

10_10 P.M. EST - Re_ Follow-Up on Escalated ASUS Security Case – Request for

Immediate Action and Confirmation of Internal Review.pdf

Description of second document Asus Confirmation of Internal Review Request

Do you wish to upload a third supporting document? No

Additional Information About You (optional)

Are you 65 years or older? No

Do you have a disability? Yes

What is your annual household income? \$30,000-\$49,999

Are you a current member of the U.S. Armed Forces or the immediate family of a service member?

No

Are you a former member of the U.S. Armed Forces? No

Do you have limited English ability? No

Statement

I affirm that the foregoing information is true and accurate Yes

By filing this complaint, I authorize you to send this complaint to the party named, and for that party to communicate, including disclosure of non-public personal information, with the Attorney General's office concerning this complaint.

Yes

Attorney General's Role

[Return to the Comment form](#)

[Office of the Attorney General](#)

[Accessibility](#)

[Privacy Policy](#)

[Conditions of Use](#)

[Disclaimer](#)

© 2025 DOJ

Transaction details



\$66.76

| | |
|---------------|---------------------------------|
| Merchant | BEST BUY 00003335 |
| Date and time | 4/18/2025 · 7:21 PM |
| Asset | USD |
| Total USD | \$66.76 |
| Reward | 0.5% back in Bitcoin |
| Reward earned | \$0.33 |
| Status | <input type="radio"/> Completed |

Contact support

0.5%

0.5%

0.5%

Transaction details



\$66.76

| | |
|---------------|---------------------------------|
| Merchant | BEST BUY 00003335 |
| Date and time | 4/18/2025 · 7:21 PM |
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Contact support

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0.5%

0.5%

Transaction details



\$66.76

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| Asset | USD |
| Total USD | \$66.76 |
| Reward | 0.5% back in Bitcoin |
| Reward earned | \$0.33 |
| Status | <input type="radio"/> Completed |

Contact support



MOTEL 6 - SHEPHERDSVILLE
 144 Joe B Hall Ave North, Shepherdsville 40165 USA
 (502) 543-4400
 m64545bo@6franchise.com

Date Range: Apr 21, 2025 - May 15, 2025
 Tax ID :

Guest Folio

Confirmation No - 4545AGJ750

Primary Guest

Guest Name BONNIA FOUTS
 Address 184 CEDARVIEW DRIVE
 City / State / Zip Code SHEPHERDSVILLE KY 40165
 Country US

Additional Guests

JOHN FOUTS

Stay Details

Check In Date Apr 21, 2025
 Check Out Date May 05, 2025
 Room 2QN - 105
 Source BOOKING.COM
 Guests 1/0

Company Details

Name BOOKING.COM
 Tax ID
 PO Number
Travel Agent
 IATA
 Name

Other Details

Bill Number
 Tax/Fee NO
 Exemption
 Tax/Fee
 Exempt Date

Summary

| Type | Amount |
|----------------------|---------------|
| ROOM RENT | \$1,333.86 |
| COUNTY TAX | \$53.36 |
| OTHER TAX | \$13.34 |
| STATE TAX | \$84.07 |
| CREDIT CARD | \$1,484.63 |
| Folio Balance | \$0.00 |

Check In Time 08:03 PM
 Check Out Time 08:54 AM



MOTEL 6 - SHEPHERDSVILLE
 144 Joe B Hall Ave North, Shepherdsville 40165 USA
 (502) 543-4400
 m64545bo@6franchise.com

Date Range: Apr 21, 2025 - May 15, 2025
 Tax ID :

Guest Folio

Confirmation No - 4545AGJ750

Primary Guest

Guest Name
 Address
 City / State / Zip Code
 Country

BONNIA FOUTS
 184 CEDARVIEW DRIVE
 SHEPHERDSVILLE KY 40165
 US

Additional Guests

JOHN FOUTS

Stay Details

Check In Date
 Check Out Date
 Room
 Source
 Guests

Apr 21, 2025
 May 05, 2025
 2QN - 105
 BOOKING.COM
 1/0

Company Details

Name
 Tax ID
 PO Number
 Travel Agent
 Name

BOOKING.
 COM

Other Details

Bill Number
 Tax/Fee
 Exemption
 Tax/Fee
 Exempt Date

NO

Summary

| Type | Amount |
|----------------------|---------------|
| ROOM RENT | \$1,333.86 |
| COUNTY TAX | \$53.36 |
| OTHER TAX | \$13.34 |
| STATE TAX | \$84.07 |
| CREDIT CARD | \$1,484.63 |
| Folio Balance | \$0.00 |

Check In Time 08:03 PM

Check Out Time 08:54 AM

Page 1 of 1



John Fouts <icreateupwardspirals@gmail.com>

You're approved to shop at Riggs Tire And Auto Service!

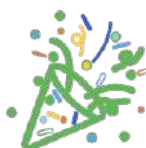
1 message

Snap Finance <customer@snapfinance.com>

Tue, Apr 22, 2025 at 4:19 PM

Reply-To: customer@snapfinance.com

To: icreateupwardspirals@gmail.com



**You've been approved for \$ 300.00! It expires
on 06/20/2025**

Next Steps

Shop at Riggs Tire And Auto Service

When you visit a Snap Partner, let them know you're already approved.
When checking out, use your Snap approval for a fast, easy transaction.

Riggs Tire And Auto Service
[10104 Taylorsville Rd, Louisville, Kentucky, 40299](https://www.riggstireandautoservice.com) 5026537777
[riggstireandautoservice.com](https://www.riggstireandautoservice.com)

[Open in Maps](#)

Standard Lease

For the lowest payment amount, Snap sets up automatic payments over the full term of your lease, typically 12-18 months.

What could your payments look like?

We estimated your payment plan based on the maximum amount you may use.

18 Monthly payments of \$39.17

Enjoy savings when you pay off your lease agreement early

Early Ownership Options

You have options to pay off early and reduce your overall cost.

100-Day Option

Lowest overall cost when you pay before 100 days

Early Buyout Option

Enjoy savings when you pay off before the full term of your lease

Once you've received the merchandise, you can exercise one of these options. Please go to customer.snapfinance.com or call 877-557-3769.

You may cancel your lease at anytime by notifying and returning the merchandise to Snap.

**Sincerely,
Your Snap Finance Team**

Have questions?

Visit our [Help](#) page for answers to commonly asked questions. You can also chat with us there.



Snap Finance, PO Box 26561, Salt Lake City,
Utah 84126, United States



Privacy | Terms and Conditions

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This email was sent by an unmonitored email. If you would like to reply, please email customer@snapfinance.com

[Dashboard](#)[Help](#)[Settings](#)[Log Out](#)

Welcome back, John Fouts

[Details](#)[Transactions](#)[Ownership Options](#)[Lease Agreement](#)

Application ID: 2504220NCBKY

[Make an Additional Payment](#)

Merchant Information

 **Riggs Tire And Auto Service**

10104 Taylorsville Rd, Louisville, KY 40299

Payment Details

| | |
|--|--------------|
| NEXT PAYMENT AMOUNT | \$41.52 |
| NEXT PAYMENT DATE | MAY 27, 2025 |
| TOTAL PAID TO DATE | \$0.00 |
| REMAINING AMOUNT FOR MAXIMUM NUMBER OF RENEWAL PERIODS | \$747.30 |
| REMAINING AMOUNT FOR 100-DAY OPTION | \$377.00 |

Cancel Lease Agreement

If you wish to cancel your lease agreement, please call Snap Customer Care at

[800-222-8576](tel:800-222-8576) to arrange for the return and surrender of the merchandise.

Payment Methods

To use a different bank account, call Snap Customer Care at [877-557-3769](tel:877-557-3769).



PRIMARY

Stride Bank, National Association

••••9286



**Add Another
Payment Method**

[Privacy](#) [Terms](#) [Financing](#)

© 2025 Snap Finance




Your receipt from Airbnb



Receipt ID: RC5BJJ243A · May 8, 2025

Louisville

30 nights in Louisville

Sat, May 10, 2025 → Mon, Jun 9, 2025 

Entire home/apt · 2 beds · 2 guests · 2 pets

Hosted by Sara Boyle

Confirmation code: HMMT3QFX45

[Go to itinerary](#) · [Go to listing](#)

Traveler: Bonnia Cook Fouts

Cancellation policy

This reservation is non-refundable.

Cutoff times are based on the listing's local time

| | |
|----------------------------|-------------------|
| \$65.77 x 30 nights | \$1,973.00 |
| Airbnb service fee | \$278.55 |
| Airbnb service fee savings | -\$69.06 |
| Total (USD) | \$2,182.49 |

| | |
|-----------------------------|-------------------|
| VISA ---- 8075 | \$2,182.49 |
| May 8, 2025, 6:26:18 PM EDT | |
| Amount paid (USD) | \$2,182.49 |

Have a question?

Find details about payments and refunds in [your payments](#), or try the [Help Center](#).

Occupancy taxes

Occupancy Taxes include General Sales and Use Tax (Kentucky), Accommodations Tax (Jefferson).

Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Price to Airbnb Payments, your payment obligation to your Host is satisfied. Refund requests will be processed in accordance with: (i) the Host's cancellation policy (available on the Listing); or (ii) Rebooking and Refund Policy Terms, available at www.airbnb.com/terms. Questions or complaints: contact Airbnb Payments, Inc. at +1 (844) 234-2500.

Airbnb Stays, Inc.

The contracting entity is Airbnb Stays, Inc. which jointly controls data processing with Airbnb Ireland UC.

Payment processed by:

Airbnb Payments, Inc.
888 Brannan Street, San Francisco, CA
94103

Airbnb, Inc.
888 Brannan St, San Francisco, CA 94103
www.airbnb.com



Po Box 2356
Bloomington IL 61702-2356



AT2 H-11-1B6B-FA9B F H4
3201
FOOTS, JOHN R
2904 SITKA DR APT 29
LOUISVILLE KY 40299-3051

BALANCE DUE NOTICE

AMOUNT DUE: SEE NOTE

Payment is due by SEE NOTE

Policy Number: 17-L9-1767-9

Policy Period: 12 Months

Effective Dates: JAN 15 2025 to JAN 15 2026

Your State Farm Agent

WILL FLOWERS
1407 CRYSTAL DR E STE I
LA GRANGE KY 40031-1456

Phone: (502) 222-0105

Location of Residence Premises

2904 SITKA DR APT 29
LOUISVILLE KY 40299-3051

IMPORTANT MESSAGES

Full payment by Date Due continues this policy to JAN 15 2026

Note: Do not pay. Payment is being made through State Farm Payment Plan. Account # 1466653211

Thanks for letting us serve you!

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Prepared: JAN 17 2025

↓ Please fold and tear here ↓

Page 1 of 1
04 05 2018 (o1F1082E)

**Power To Pay
Your Way**



Online
statefarm.com/pay



Mobile
Use the
State Farm mobile app



Call
Automated Line: 800-440-0998
Your agent: (502) 222-0105



Mail
Send us a
check



Visit your
State Farm
agent

Key code: 44 2547 6416

HO - RENTERS



Insured Name: FOOTS, JOHN R

Policy Number: 17-L9-1767-9

1109503236

AMOUNT DUE: SEE NOTE

Please pay by SEE NOTE

Make payment to State Farm

For Office Use Only

FIRE BAL DUE

0323

Po Box 2356
Bloomington IL 61702-2356



AT2 H-11-1B6B-FA9B F H4
3201
FOUTS, JOHN R
2904 SITKA DR APT 29
LOUISVILLE KY 40299-3051

DECLARATIONS

AMOUNT DUE: None

Payment is due by BILLED THRU SFPP

Policy Number: 17-L9-1767-9
Replaces Number: 17-K5-3262-0

Policy Period: 12 Months

Effective Dates: JAN 15 2025 to JAN 15 2026

The policy period begins and ends at 12:01 am standard time at the residence premises.

Your State Farm Agent

WILL FLOWERS
1407 CRYSTAL DR E STE I
LA GRANGE KY 40031-1456

Phone: (502) 222-0105

RENTERS POLICY

Location of Residence Premises

2904 SITKA DR APT 29
LOUISVILLE KY 40299-3051

Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

Please see Additional Messages for KY Municipal Tax/Collection Fee Information.

PREMIUM

| | | |
|---|----|--------|
| Annual Premium | \$ | 145.00 |
| KY Mncpl Tax/Col Fee | \$ | 8.34 |
| KY Revenue Surchg | \$ | 2.61 |
| <i>Your premium has already been adjusted by the following:</i> | | |
| Home/Auto | | |
| Claim Record | | |
| Loyal Customer | | |

Total Premium \$ **155.95**

17-L9-1767-9 60 000054 H 3201 11

**NAMED INSURED****MORTGAGEE AND ADDITIONAL INTERESTS**

FOUTS, JOHN R

Notice Only:
STATION JTOWN
PO BOX 3687
COPPELL TX 75019-4296Loan Number:
N/A**SECTION I - PROPERTY COVERAGES AND LIMITS**

| Coverage | Limit of Liability |
|--|---|
| B Personal Property | \$ 36,000 |
| C Loss of Use | \$ 32,400 |
| Additional Coverages | |
| Arson Reward | \$1,000 |
| Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money | \$1,000 |
| Debris Removal | Additional 5% available |
| Fuel Oil Release | \$10,000 |
| Locks and Remote Devices | \$1,000 |
| Trees, Shrubs, and Landscaping | 10% of Coverage B amount/\$750 per item |

SECTION II - LIABILITY COVERAGES AND LIMITS

| Coverage | Limit of Liability |
|--|---------------------------|
| L Personal Liability (Each Occurrence) | \$ 100,000 |
| Damage to the Property of Others | \$ 1,000 |
| M Medical Payments to Others (Each Person) | \$ 1,000 |

INFLATION

Inflation Coverage Index: 315.7

DEDUCTIBLES

| Section Deductible | Deductible Amount |
|-----------------------------|--------------------------|
| All Losses | \$ 500 |

LOSS SETTLEMENT PROVISIONS

B1 Limited Replacement Cost - Coverage B

JAN 17 2025

FORMS, OPTIONS, AND ENDORSEMENTS

H4-2117 Renters Policy
HO-2254.1 Amendatory Endorsement

ADDITIONAL MESSAGES

Kentucky Municipal Tax/Collection Fee Information

County: JEFFERSON Tax/Fee: \$ 0.00 City: JEFFERSONTOWN Tax/Fee: \$ 8.34

If you have questions regarding your Kentucky Municipal Tax charges, please contact your State Farm Agent.

Other limits and exclusions may apply - refer to your policy

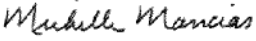
Your policy consists of these Declarations, the Renters Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President

RENTERS AMENDATORY ENDORSEMENT (Kentucky)

This endorsement modifies insurance provided under the following: RENTERS POLICY

DEFINITIONS

Under the definition of "**business**", item d. is replaced by the following:

Business does not include:

- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power, if:
 - (1) the power generated is intended primarily for consumption on the **residence premises**; and
 - (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income; derived from sending excess power back to the electricity grid; or

The definition of "**occurrence**" is replaced by the following:

"**occurrence**", when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:

- a. **bodily injury**; or
- b. **property damage**;

during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous or repeated exposure to the same general conditions is considered to be one **occurrence**.

SECTION I – PROPERTY COVERAGES**SECTION I – ADDITIONAL COVERAGES**

The following is added to **Volcanic Action**:

When applicable, the following coverages apply to a loss covered by **Volcanic Action**:

- a. **COVERAGE C – LOSS OF USE**; and
- b. **SECTION I – ADDITIONAL COVERAGES**.

The following is added to **Collapse**:

When applicable, the following coverages apply to a loss covered by **Collapse**:

- a. **COVERAGE C – LOSS OF USE**; and
- b. **SECTION I – ADDITIONAL COVERAGES**.

The following is added to **Fuel Oil Release**:

When applicable, the following coverages apply to a loss covered by **Fuel Oil Release**:

- a. **COVERAGE C – LOSS OF USE**; and

b. SECTION I – ADDITIONAL COVERAGES.

Any payments made for these coverages are included in, and not in addition to, the \$10,000 limit of insurance for **Fuel Oil Release**.

SECTION II – LIABILITY COVERAGES**SECTION II – ADDITIONAL COVERAGES**

The following is added to **Damage to Property of Others**:

- d. Under **SECTION II – EXCLUSIONS**, exclusion 2.c. does not apply to the coverage provided by **Damage to Property of Others**.

SECTION II – EXCLUSIONS

Under **SECTION II – EXCLUSIONS**, 1.p. is replaced by the following:

1. Coverage L and Coverage M do not apply to:
 - p. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power, unless:
 - (1) the power generated is intended primarily for consumption on the **residence premises**; and
 - (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income; derived from sending excess power back to the electricity grid.

Under **SECTION II – EXCLUSIONS**, 2.a. and 2.c. are replaced by the following:

2. Coverage L does not apply to:
 - a. liability:
 - (1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or
 - (2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to:
 - (a) liability for damages that the **insured** would have in absence of the contract or agreement; or
 - (b) written contracts:

- (i) that directly relate to the ownership, maintenance, or use of any **insured location**; or
 - (ii) when the liability of others is assumed by **you** prior to the **occurrence**;
- unless excluded elsewhere in the policy;
- c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by:
- (1) fire;
 - (2) smoke;
 - (3) explosion;
 - (4) abrupt and accidental damage from water; or
 - (5) household pets, up to \$500 in excess of **your** security deposit;

SECTION I AND SECTION II – CONDITIONS

Under **Cancellation**, 5.b. is replaced by the following:

- b. **We** may cancel this policy by providing notice to a named insured shown on the **Declarations**. The notice will provide the date cancellation is effective.
 - (1) When **you** have not paid the premium, **we** may cancel at any time by providing notice at least 14 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.
 - (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason. **We** may cancel by providing notice at least 14 days before the date cancellation takes effect.
 - (3) When this policy has been in effect more than 60 days or after the effective date of a renewal policy, **we** may cancel for one of the following reasons:
 - (a) Discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
 - (b) Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;

- (c) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (d) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (e) **We** are unable to reinsure the risk covered by the policy; or
- (f) A determination by the commissioner that the continuation of the policy would place **us** in violation of the Kentucky insurance code or regulations of the commissioner.

We may cancel this policy by providing notice at least 75 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary. **We** may cancel by providing notice at least 75 days before the date cancellation takes effect.

Nonrenewal is replaced by the following:

Nonrenewal. If **we** decide not to renew this policy, then, at least 75 days before the end of the current policy period, **we** will provide a nonrenewal notice to a named insured shown on the **Declarations**.

Renewal is replaced by the following:

Renewal. If **we** elect to renew this policy, **we** will provide notice to a named insured shown on the **Declarations** at least 30 days before the expiration date of this policy. The notice will provide the amount of the renewal premium and its due date. This policy will terminate without further notice on the due date unless **we** receive the renewal premium on or before that date. If **we** have not received the renewal premium on or before the due date, **we** will, within 15 days, provide notice to a named insured shown on the **Declarations** that the policy was not renewed and the date it was terminated.

Joint and Individual Interests is replaced by the following:

Joint and Individual Interests. If **you** consists of more than one person or entity, then each acts for all to change or cancel this policy.

Electronic Delivery is deleted.

All other policy provisions apply.

IMPORTANT NOTICE

About Your Policy Declarations Page

Thank you for choosing State Farm® to provide your insurance.

Your Declarations Page and applicable endorsements are enclosed. **PLEASE REVIEW YOUR COVERAGE SELECTIONS CAREFULLY. If you have any questions concerning the coverage listed on your Declarations Page, or you believe any information is incorrect, please contact your State Farm agent immediately.**

By payment of the applicable premium and acceptance of this coverage, you agree to the terms and conditions of the policy and acknowledge that the Declarations Page accurately represents your choices of the types and amounts of coverage desired.

The Declarations Page replaces the Binder you recently received. You should keep the Binder, Declarations Page, and Policy Booklet with your important papers.

Again, thank you for choosing State Farm!

This message is only a general description of coverage and/or coverage changes and is not a statement of contract. All coverages are subject to all policy provisions and applicable endorsements.

553-4380



State Farm[®] Renters Policy

Kentucky
H4-2117

10. "insured location" means:

- a. the residence premises;
- b. the part of any other premises, other structures, and grounds used by **you** as a residence. This includes premises, structures, and grounds **you** acquire while this policy is in effect for **your** use as a residence;
- c. any premises used by **you** in connection with the premises included in 10.a. or 10.b. above;
- d. any part of a premises not owned by an **insured** but where an **insured** is temporarily residing;
- e. land owned by or rented to an **insured** on which a one or two family dwelling is being constructed as a residence for an **insured**;
- f. individual or family cemetery plots or burial vaults owned by an **insured**;
- g. any part of a premises occasionally rented to an **insured** for purposes other than **business**;
- h. vacant land owned by or rented to an **insured**. For the purposes of this definition, vacant land does not include:
 - (1) farm land;
 - (2) land containing a residence; or
 - (3) land containing fences, corrals, boat docks, tool sheds, barns, grain bins, and similar structures, unless they are used solely for the personal use of the **insured**; or
- i. farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.

11. "loss insured" means a loss as described under SECTION I - LOSSES INSURED, COVERAGE B - PERSONAL PROPERTY.

12. "motor vehicle", when used in Section II of this policy, means:

- a. a land **motor vehicle** designed for travel on public roads or subject to motor vehicle registration;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;

c. a "recreational or utility vehicle" while off an **insured location**. "Recreational or utility vehicle" means a motorized vehicle designed for recreation or utility purposes, used principally off public roads, and that is owned or leased by an **insured**. This includes, but is not limited to, a motorized all-terrain vehicle, side-by-side vehicle, utility work vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike, and personal assistive mobility device. "Leased" does not include temporary rental;

d. a "locomotive" while off an **insured location**. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an **insured**. "Leased" does not include temporary rental;

e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle, or road building vehicle that is owned or leased by an **insured** while off an **insured location**. "Leased" does not include temporary rental; and

f. any vehicle while being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above.

The following are not **motor vehicles**:

a. a boat, camper, home, or utility trailer not being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above;

b. a motorized land vehicle in storage on an **insured location** not intended to be operated for an extended period of time and rendered inoperable by placing the vehicle on blocks or removing parts essential for its operation;

c. a motorized golf cart while used for golfing purposes;

d. a motorized vehicle or trailer designed to assist persons with disabilities that is not designed for travel on public roads or subject to motor vehicle registration; or

e. a commercially manufactured two, three, or four wheeled personal conveyance powered only by or assisted by an unmodified motor or engine

with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.

13. "**occurrence**", when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:

- a. **bodily injury**; or
- b. **property damage**;

during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.

14. "**property damage**" means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not **property damage**.

15. "**relative**" means any person related to **you** by:

- a. **blood**;
- b. **adoption**;
- c. **marriage**; or
- d. **civil union, domestic partnership, or other substantially similar legal relationship that is recognized and valid in the state where, and at the time when, the legal relationship was established,** and who resides primarily with **you**.

16. "**residence employee**" means an employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm under an agreement between an **insured** and the labor leasing firm, who performs duties, including household or domestic services, in connection with the maintenance or use of the **residence premises**. This includes employees who perform similar duties elsewhere for **you**. This does not include employees while performing duties in connection with the **business** of an **insured**.

17. "**residence premises**" means:

- a. the one, two, three, or four family dwelling, other structures and grounds; or
- b. that part of any other **building structure**;

where **you** reside and which is shown in the **Declarations**.

18. "**State Farm Companies**" means one or more of the following:

- a. State Farm Mutual Automobile Insurance Company;
- b. State Farm Fire and Casualty Company; and
- c. subsidiaries or affiliates of either 18.a. or 18.b. above.

19. "**vacant dwelling**" means:

- a. a dwelling:
 - (1) that has not been occupied as a residence for more than 30 consecutive days immediately before the loss; and
 - (2) where a predominant amount of personal property has been removed or is absent such that the dwelling is not functional as a habitual place of residence.

A dwelling will be considered occupied only if it is being used as a habitual place of residence with **your** knowledge and approval.

b. A dwelling that is under active construction will not be considered a **vacant dwelling**. A dwelling is under active construction when it is:

- (1) being built as a new structure;
- (2) being repaired due to damage otherwise covered by this policy; or
- (3) undergoing substantial improvements, renovations, remodeling, or modifications;

and the construction results in substantial continuing activities by persons associated with the construction project at the premises during the relevant time periods.

20. "**we**", "**us**", and "**our**" mean the Company shown in the **Declarations**.

21. "**you**" and "**your**" mean the person or persons shown as "Named Insured" in the **Declarations**. If a "Named Insured" shown in the **Declarations** is a human being, then **you** and **your** include:

- a. a spouse of a "Named Insured";

- b. a party to a civil union with a "Named Insured";
- c. a domestic partner of a "Named Insured"; or
- d. a person in a substantially similar legal relationship with a "Named Insured";

if such relationship is recognized and valid in the state where, and at the time when, the legal relationship was established, so long as the person in the above relationship resides primarily with that "Named Insured".

DEDUCTIBLE

Declarations. Deductibles will be applied per occurrence. Deductibles apply to specific losses as described in this policy.

In case of loss under this policy, we will pay, subject to specified policy limits, only that part of the amount of the loss that exceeds the deductible amount shown in the

SECTION I - PROPERTY COVERAGES

COVERAGE B - PERSONAL PROPERTY

Property Covered.

- a. We cover personal property owned or used by an **insured** while it is anywhere in the world. This includes structures not permanently attached to or otherwise forming a part of the realty. At **your** request, we will cover personal property:
 - (1) owned by others while the property is on the part of the **residence premises** occupied exclusively by an **insured**;
 - (2) owned by a guest or a **residence employee**, while the property is in any other residence occupied by an **insured**; and
 - (3) owned by roomers, boarders, tenants, and other residents, any of whom are related to **you**.
- b. We cover personal property usually located at an **insured's** residence, other than the **residence premises**, for up to \$1,000 or 10% of the Coverage B limit, whichever is greater. This limitation does not apply to personal property:
 - (1) in a newly acquired principal residence for the first 30 days after **you** start moving the property there. If the **residence premises** is a newly acquired principal residence, personal property in **your** immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy; and
 - (2) of a student who is an **insured** while located at a residence away from the **residence premises**.

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins, and medals, including any of these that are a part of a collection, bank notes, bullion, gold other than goldware, silver other than silverware, and platinum;
- b. \$1,500 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to \$750 on such property away from the **residence premises**.

Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage, and is addressed in item c. below;

- c. \$10,000 on electronic data processing system equipment used or intended for use in a **business**, including but not limited to computers, tablets, mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices;
- d. \$1,500 on securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, and tickets.

- e. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings, and equipment;
- f. \$1,500 on trailers not used with watercraft;
- g. \$2,500 on stamps, trading cards, and comic books, including any of these that are a part of a collection;
- h. \$2,500 for loss by theft of firearms;
- i. \$2,500 for loss by theft of silverware and goldware;
- j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging, or other similar article;
- k. \$1,000 on commercially manufactured two, three, or four wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include such conveyances that are:
 - (1) designed for assisting persons with disabilities;
 - (2) not designed for travel on public roads; and
 - (3) not subject to motor vehicle registration; and
- l. \$1,000 for loss by theft of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones.

2. Property Not Covered. We do not cover:

- a. articles separately described and specifically insured in this or any other insurance;
- b. animals, birds, or fish;
- c. any engine-propelled or motor-propelled vehicle or machine, including parts, designed for movement on land, except as provided in **Special Limits of Liability**, item k. However, we do cover those vehicles or machines:
 - (1) that are:
 - (a) not designed for travel on public roads; and

- (b) not subject to motor vehicle registration;
- (2) and that are:
 - (a) used primarily to service the **insured location**; or
 - (b) designed for assisting persons with disabilities;
- d. any electronic equipment, devices, or accessories designed for the recording, reproduction, or storage of audio, video, photos, or other data that is permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or hard-wired directly to the vehicle's electrical system. We also do not cover removable products that may be used with the equipment or devices described above, including but not limited to tapes, discs, videos, or memory cards while in an engine-propelled or motor-propelled vehicle;
- e. aircraft and parts. This does not apply to unmanned aircraft systems used as model aircraft and operated solely for recreational or hobby purposes;
- f. property of roomers, boarders, tenants, and other residents not related to **you**;
- g. property regularly rented or held for rental to others by an **insured**. This does not apply to property of an **insured**:
 - (1) in a sleeping room when the **dwelling** is rented in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or
 - (2) on the **residence premises** if it is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;
- h. property rented or held for rental to others away from the **residence premises**;
- i. any radio devices or transmitters; global positioning systems, radar or laser detectors, antennas, and all other similar equipment that is

permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or that is hard-wired directly to the vehicle's electrical system;

books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems, or other records. This does not apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards, or other blank material plus the cost of labor you incur for transcribing or copying such records;

k. recording or storage media for electronic data processing that cannot be replaced with property of like kind and quality on the current retail market;

l. purchased or created audio, video, photos, or other data that cannot be replaced with like kind and quality on the current retail market and that is transferred or downloaded onto mobile communication equipment, global positioning systems, or electronic devices designed for the recording, reproduction, or storage of audio, video, photos, or other data;

m. contraband; or any property used in the course of illegal consumption, possession, import, export, or trade;

n. outdoor hardscape property, used for aesthetic purposes except as provided in **SECTION I - ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**; or

o. electronic currency, digital currency, virtual currency, crypto-currency, and other similar mediums of exchange.

COVERAGE C - LOSS OF USE

The most we will pay for the sum of all losses combined under **Additional Living Expense**, **Fair Rental Value**, and **Prohibited Use** is the limit of liability shown in the **Declarations for Coverage C - Loss of Use**.

1. **Additional Living Expense.** When a **loss insured** causes the **residence premises** to become uninhabitable, we will pay the reasonable and necessary increase in cost incurred by an **insured** to maintain their normal standard of living for up to 24 months.

Our payment is limited to incurred costs for the shortest of:

- The time required to repair or replace the premises;
- The time required for **your** household to settle elsewhere; or
- 24 months.

This period of time is not limited by the expiration of this policy.

We will not pay more than the limit of liability shown in the **Declarations for Coverage C - Loss of Use**. Any normal expenses that are reduced or discontinued due to a **loss insured** will be subtracted from any amount owed.

2. **Fair Rental Value.** When a **loss insured** causes that part of the **residence premises** rented to others or held for rental by **you** to become uninhabitable, we will pay its fair rental value. Payment will be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by the expiration of this policy. Fair rental value will not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.

3. **Prohibited Use.** We will pay **Additional Living Expense** and **Fair Rental Value**, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits **your** use of the **residence premises**, provided that:

a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a **loss insured** under this policy if the damage had occurred to property on the **residence premises**;

b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and

c. the action of the civil authority is taken in response to:

- (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;

- (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
- (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We will not pay for loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

1. **Debris Removal.** We will pay the reasonable expenses **you** incur in the removal of debris of covered property damaged by a **loss insured**. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping.**

2. **Temporary Repairs.** If damage is caused by a **loss insured**, we will pay the reasonable and necessary cost **you** incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.

3. **Trees, Shrubs, and Landscaping.** We will pay for accidental direct physical loss to outdoor:

- a. trees, shrubs, live or artificial plants, and lawns;
- b. artificial grass; and
- c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the **residence premises**, caused by the following perils: **Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles** (not owned or operated by a resident of the **residence premises**), **Vandalism or malicious mischief, or Theft.**

The limit for this coverage, including the removal of debris, will not exceed 10% of the amount shown in the **Declarations** for **COVERAGE B – PERSONAL**

PROPERTY. We will not pay more than \$750 for any one outdoor tree, shrub, plant, or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. We will not pay for any loss to property grown for **business** purposes.

4. **Building Additions and Alterations.** We will pay, under Coverage B, for a **loss insured** to building additions, alterations, fixtures, improvements, or installations made or acquired at **your** expense. The following conditions apply:

- a. This coverage applies only to that part of the **residence premises** used exclusively by **you**; and
- b. The limit for this coverage will not exceed 15% of the limit of liability shown in the **Declarations** for **COVERAGE B – PERSONAL PROPERTY.** This coverage does not increase the Coverage B limit.

5. **Property Removed.** We will pay for any accidental direct physical loss to covered property while being removed from a premises endangered by a **loss insured**. This coverage also applies to the property for up to 30 days while removed. We will also pay for reasonable expenses incurred by **you** for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

6. **Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money.**

- a. We will pay up to \$1,000 for:
 - (1) the legal obligation of an **insured** to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an **insured's** name. If an **insured** has not complied with all terms and conditions under which the cards are issued, we will not pay for use by an **insured** or anyone else;
 - (2) loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
 - (3) loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

We will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.

b. We will not pay for loss arising out of **business** pursuits or dishonesty of an **insured**.

c. Defense:

(1) We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend claims or suits ends when the amount we pay for the loss equals our limit of liability.

(2) If claim is made or a suit is brought against an **insured** for liability under the Credit Card or Bank Fund Transfer Card coverage, we will provide a defense. This defense is at our expense by counsel of our choice.

(3) We have the option to defend at our expense an **insured** or an **insured's** bank against any suit for the enforcement of payment under the Forgery coverage.

7. **Power Interruption.** We will pay for accidental direct physical loss caused directly or indirectly by a change of temperature that results from power interruption that takes place on the **residence premises**. The power interruption must be caused by a **loss insured** occurring on the **residence premises**. The power lines off the **residence premises** must remain energized. This coverage does not increase the limit applying to the damaged property.

8. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the **residence premises** for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to **you**, all reasonable means must be used to protect the property insured from further damage or this coverage is void. Power failure or mechanical failure does not include:

a. removal of a plug from an electrical outlet; or

b. turning off an electrical switch unless caused by a **loss insured**.

This coverage does not increase the limit applying to the damaged property.

9. **Arson Reward.** We will pay \$1,000 for information that leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information.

10. **Volcanic Action.** We will pay for accidental direct physical loss to a covered **building structure** or covered property contained in a **building structure** resulting from the eruption of a volcano when the loss is directly and immediately caused by:

a. airborne volcanic shock waves;

b. ash, dust, or particulate matter; or

c. lava flow.

We will also pay for the removal of that ash, dust, or particulate matter that has caused accidental direct physical loss to a covered **building structure** or covered property contained in a **building structure**.

All volcanic eruptions that occur within any 168-hour period will be considered one volcanic eruption.

This coverage does not increase the limit applying to the damaged property.

11. **Collapse.** We will pay for accidental direct physical loss to covered property involving the abrupt, entire collapse of a **building structure** or any part of a **building structure**.

a. Collapse means the abrupt and entire falling down, caving in, or falling into pieces of a **building structure** or any part of a **building structure**. Collapse does not include any of the following:

(1) settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending;

(2) substantial structural impairment;

(3) imminent or threatened collapse;

(4) a **building structure** or any part of a **building structure** that is in danger of falling down or caving in; or

(5) a part of a **building structure** that is still standing even if:

- (a) it has separated from another part of the **building structure**; or
- (b) it shows evidence of settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending.

b. The collapse must be directly and immediately caused by one or more of the following:

- (1) perils described in **SECTION I - LOSSES INSURED, COVERAGE B - PERSONAL PROPERTY**. These perils apply to **building structures** covered under Coverage B for loss insured by this Additional Coverage;
- (2) decay or deterioration of, or damage from animals, birds, or insects to:
 - (a) a connector; or
 - (b) a structural member of a **building structure**;

The decay, deterioration, or damage must be hidden from view and unknown to all **insureds** prior to the collapse;

- (3) weight of contents, equipment, animals, or people;
- (4) weight of ice, snow, sleet, or rain that collects on a roof, porch, or deck; or
- (5) use of defective material or methods in the construction (includes remodeling or renovation) of the **building structure**, if the collapse occurs during the course of the construction of the **building structure**.

Loss to awnings, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cess-pools, septic tanks, foundations (including slabs, basement walls, and crawl space walls), retaining walls, bulkheads, piers, wharfs, docks, trellises, or antennas and their supporting structures is not included under items (2), (3), and (4) immediately above unless the loss is the direct and immediate result of the collapse of a **building structure** or any part of a **building structure**.

This coverage does not increase the limit applying to the damaged property.

Locks and Remote Devices. We will pay up to \$1,000 for each loss for the reasonable expenses you incur to rekey, replace, recode, program, or re-program locks on exterior doors to the **dwelling** or other structures located on the **residence premises** when the keys or remote devices used with those doors are part of a covered theft loss. This coverage includes remote devices designed solely for locking, unlocking, opening, or closing doors, including garage doors and gates.

No deductible applies to this coverage.

13. **Fuel Oil Release.** We will pay up to \$10,000 for each loss for accidental direct physical loss to covered property caused by the abrupt and accidental escape of liquid fuel oil from a fixed household tank, apparatus, or pipes that are part of a heating unit for the **dwelling**. This includes damage to covered property resulting from an accidental spill or overflow of fuel oil in the course of filling a fixed household tank.

This coverage includes surface clean up only. We will not pay for:

- a. the cost to repair or replace the fuel oil tank, apparatus, and pipes; or
- b. the cost of testing, monitoring, removing, treating, or detoxifying of soil, air, or water.

This coverage does not increase the limit applying to the damaged property.

INFLATION COVERAGE

The limit of liability shown in the **Declarations** for Coverage B will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limit on a given date:

- 1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
- 2. multiply the resulting factor by the limit of liability for Coverage B.

The limit of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy the Coverage B limit of liability is changed at **your** request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I - LOSSES INSURED

COVERAGE B - PERSONAL PROPERTY

We will pay for accidental direct physical loss to the property described in Coverage B caused by the following perils, unless the loss is excluded or limited in SECTION I - LOSSES NOT INSURED or otherwise excluded or limited in this policy. However, loss does not include and we will not pay for, any *diminution in value*.

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril does not include loss to property contained in a structure caused by rain, snow, sleet, sand, or dust. This limitation does not apply when the direct force of wind or hail damages the structure causing an opening in a roof or wall and the rain, snow, sleet, sand, or dust enters through this opening.
This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a **building structure**.
3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft, including self-propelled missiles and spacecraft.**
6. **Vehicles, meaning accidental direct physical loss to covered property caused by the weight, force, power, or movement of a vehicle.**

a. This includes:

- (1) the impact of a vehicle;
- (2) an object propelled from the tire or body of a vehicle;
- (3) the upset or collision of a vehicle with a stationary object or other vehicle, including damage to personal property carried on the exterior of the vehicle; or
- (4) a vehicle door or trunk lid being closed on personal property.

b. This peril does not include loss:

- (1) to personal property that falls off a vehicle and strikes the ground, any other surface, or any object;

- (2) caused by shifting of the load being carried in or on a vehicle; or

- (3) to the vehicle itself unless the vehicle is property covered under **COVERAGE B - PERSONAL PROPERTY** and the loss is caused by the weight, force, power, or movement of another vehicle.

7. **Smoke, meaning abrupt and accidental damage from smoke.**

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism or malicious mischief, meaning only willful and malicious damage to or destruction of property.**

9. **Theft, including attempted theft and loss of property from a known location when it is probable that the property has been stolen.**

This peril does not include:

- a. loss of a precious or semi-precious stone from its setting;
- b. loss caused by theft:

- (1) committed by an **insured** or by any other person regularly residing on the insured **location**. Property of a student who is an **insured** is covered while located at a residence away from the **residence premises**, if the theft is committed by a person who is not an **insured**;

- (2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or

- (3) from the part of a **residence premises** rented to others:

- (a) caused by a tenant, members of the tenant's household, or the tenant's employees unless the **residence premises** is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in

the 12-month period prior to the date of the loss;

(b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins, and medals;

(c) of securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets, and stamps; or

(d) of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones; or

loss caused by theft that occurs away from the **residence premises** of:

(1) property while at any other residence owned, rented to, or occupied by an **insured**, except while an **insured** is temporarily residing there. Property of a student who is an **insured** is covered while at a residence away from the **residence premises**;

(2) watercraft of all types, including their furnishings, equipment, and outboard motors; or

(3) trailers and campers designed to be pulled by or carried on a vehicle.

If the **residence premises** is a newly acquired principal residence, property in the immediate past principal residence will not be considered property away from the **residence premises** for the first 30 days after the inception of this policy.

10. **Falling objects.** This peril does not include loss to property contained in a structure unless the roof or an exterior wall of the structure is first damaged by a falling object. Damage to the falling object itself is not included.

11. **Weight of ice, snow, or sleet** that causes damage to property contained in a structure.

12. **Abrupt and accidental discharge or overflow** of water, steam, or sewage from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or from within a household appliance.

This peril does not include loss:

a. to the system or appliance from which the water, steam, or sewage escaped;

b. caused by or resulting from:

(1) freezing;

(2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area; or

(3) the pressure from or presence of tree, shrub, or plant roots; or

c. that occurs or develops over a period of time and is caused by or resulting from:

(1) condensation or the presence of humidity, moisture, or vapor; or

(2) seepage or leakage of water, steam, or sewage that is:

(a) continuous;

(b) repeating;

(c) gradual;

(d) intermittent;

(e) slow; or

(f) trickling.

13. **Abrupt and accidental tearing asunder, cracking, burning, or bulging** of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss:

a. caused by or resulting from freezing; or

b. that occurs or develops over a period of time and is caused by or resulting from:

- (1) condensation or the presence of humidity, moisture, or vapor; or
- (2) seepage or leakage of water or steam that is:
 - (a) continuous;
 - (b) repeating;
 - (c) gradual;
 - (d) intermittent;
 - (e) slow; or
 - (f) trickling.

14. Freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a household appliance.

This peril does not include:

- a. loss to a portable hot tub or portable spa unless you have used reasonable care to prevent freezing; or
- b. loss on the **residence premises** unless you have used reasonable care to:
 - (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or

However, if the **building structure** is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the **building structure** at 55 degrees Fahrenheit or higher for coverage to apply.

15. **Abrupt and accidental damage** to electrical appliances, devices, fixtures, and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$3,000 under this peril for each damaged item described above.

16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass that is a part of a structure on the **residence premises**. We will not pay for loss or damage to the glass.

17. **Wild bears or deer**, meaning damage caused by wild bears or deer to property located in a **building structure**.

18. **Breakage of glass or safety glazing material** that is part of a building, storm door, or storm window and is covered under **SECTION I – ADDITIONAL COVERAGES, Building Additions and Alterations**.

This peril does not include loss on the **residence premises** if the **dwelling** is a **vacant dwelling**.

SECTION I – LOSSES NOT INSURED

1. We will not pay for, under any part of this policy, any loss that would not have occurred in the absence of one or more of the following excluded events. We will not pay for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs abruptly or gradually, involves isolated or widespread damage, occurs on or off the **residence premises**, arises from any natural or external forces, or occurs as a result of any combination of these:

a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a **building structure** or other structure.

b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all regardless of whether combined with water, sewage, or any material carried by, or otherwise moved by the earth. Earth movement includes but is not limited to:

- (1) earthquake;
- (2) landslide, mudslide, or mudflow;
- (3) sinkhole or subsidence;
- (4) movement resulting from:
 - (a) improper compaction;
 - (b) site selection;
 - (c) natural resource extraction activities; or
 - (d) excavation;

- (5) erosion;
- (6) pressure by surface or subsurface earth or fil or
- (7) any volcanic activity, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES, Volcanic Action.**

However, we will pay for any accidental direct physical loss by fire resulting from earth movement, provided the resulting fire loss is itself a **loss insured.**

c. Water, meaning:

- (1) flood;
- (2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;
- (3) waves (including tidal wave, tsunami, and seiche);
- (4) tides or tidal water;
- (5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);
- (6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;
- (7) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;
- (8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a **building structure**, sidewalk, driveway, swimming pool, or other structure; or

- (9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above.

However, we will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a **loss insured.**

d. Neglect, meaning neglect of the **insured** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.

e. War, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental.

f. Nuclear Hazard, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused; or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke.

However, we will pay for any accidental direct physical loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a **loss insured.**

g. Fungus, including:

- (1) any loss of use or delay in rebuilding, repairing, or replacing covered property, including any associated cost or expense, due to interference at the **residence premises** or location of the rebuilding, repair, or replacement, by **fungus**;
- (2) any remediation of **fungus**, including the cost to:
 - (a) remove the **fungus** from covered property or to repair, restore, or replace that property; or

(b) tear out and replace any part of the **building structure** or other property as needed to gain access to the **fungus**; or

(3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence, or level of **fungus**, whether performed prior to, during, or after removal, repair, restoration, or replacement of covered property.

h. Intentional Losses. If any **insured** intentionally causes or procures a loss to property covered under this policy, **we** will not pay any **insured** for this loss. This applies regardless of whether the **insured** is charged with or convicted of a crime.

This does not apply to an **insured** who did not participate in, cooperate in, or contribute to causing or procuring the loss.

2. **We** will not pay for, under any part of this policy, any loss consisting of one or more of the items below. Further, **we** will not pay for any loss described in paragraph 1. immediately above regardless of whether one or more of the following: (a) directly or indirectly

cause, contribute to, or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

a. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;

b. defect, weakness, inadequacy, fault, or unsoundness in:

(1) planning, zoning, development, surveying, or siting;

(2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

(3) materials used in repair, construction, renovation, remodeling, grading, or compaction; or

(4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the **residence premises**; or

c. weather conditions.

However, **we** will pay for any resulting loss from items 2.a., 2.b., and 2.c. unless the resulting loss is itself a Loss Not Insured as described in this Section.

SECTION I - LOSS SETTLEMENT

Only the Loss Settlement Provision shown in the **Declarations** applies. **We** will settle covered property losses according to the following. However, the valuation of any covered property losses does not include, and **we** will not pay, any amount for **diminution in value**.

COVERAGE B - PERSONAL PROPERTY

1. **B1 - Limited Replacement Cost Loss Settlement.**

a. **We** will pay the cost to repair or replace property covered under **SECTION I - PROPERTY COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:

(1) until repair or replacement is completed, **we** will pay only the **actual cash value** of the damaged property;

(2) after repair or replacement is completed, **we** will pay the difference between the **actual**

cash value and the cost **you** have actually and necessarily spent to repair or replace the property; and

(3) if property is not repaired or replaced within two years after the date of loss, **we** will pay only the **actual cash value**.

b. **We** will pay market value at the time of loss for:

(1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;

(2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and

(3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) our cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

2. B2 - Depreciated Loss Settlement.

- a. We will pay the **actual cash value** for property covered under **SECTION I - PROPERTY COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below.
- b. We will pay market value at the time of loss for:

- (1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;
- (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and
- (3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) our cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable:

- a. to the **insured** for an amount greater than the **insured's** interest; or
- b. for more than the applicable limit of liability.

2. **Your Duties After Loss.** After a loss to which this insurance may apply, **you** must cooperate with us in the investigation of the claim and also see that the following duties are performed:

- a. give immediate notice to **us** or **our** agent and also notify:
 - (1) the police if the loss is caused by theft, vandalism, or any other criminal act; and
 - (2) the credit card company or bank if the loss involves a credit card or bank fund transfer card;
- b. protect the property from further damage or loss and also:
 - (1) make reasonable and necessary temporary repairs required to protect the property; and
 - (2) keep an accurate record of repair expenses;
- c. prepare an inventory of damaged or stolen personal property:

- (1) showing in detail the quantity, description, age, replacement cost, and amount of loss; and
- (2) attaching all bills, receipts, and related documents that substantiate the figures in the inventory;
- d. as often as we reasonably require:
 - (1) exhibit the damaged property;
 - (2) provide **us** with any requested records and documents and allow **us** to make copies;
 - (3) while not in the presence of any other **insured**:
 - (a) give statements; and
 - (b) submit to examinations under oath; and
 - (4) produce employees, members of the **insured's** household, or others for examination under oath to the extent it is within the **insured's** power to do so; and
- e. submit to **us**, within 60 days after the loss, **your** signed, sworn proof of loss that sets forth, to the best of **your** knowledge and belief:
 - (1) the time and cause of loss;

- (2) interest of the *insured* and all others in the property involved and all encumbrances on the property;
- (3) other insurance that may cover the loss;
- (4) changes in title or occupancy of the property during the term of this policy;
- (5) specifications of any damaged structure and detailed estimates for repair of the damage;
- (6) an inventory of damaged or stolen personal property described in 2.c.;
- (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
- (8) evidence or affidavit supporting a claim under **SECTION I – ADDITIONAL COVERAGES, Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money coverage**, stating the amount and cause of loss.

3. **Loss to a Pair or Set.** In case of loss to a pair or set, we may choose to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between the depreciated value of the property before the loss and the depreciated value of the property after the loss.

4. **Appraisal.** If *you* and *we* fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only *you* or *we* may demand appraisal. A demand for appraisal must be in writing. *You* must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.

- a. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal.

b. The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party, and jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.

The written report of agreement will set the amount of the loss of each item in dispute and will be binding upon *you* and *us*.

If the two appraisers fail to agree upon the amount of the loss within 30 days, unless the period of time is extended by mutual agreement, they will select a competent, disinterested umpire and will submit their differences to the umpire. If the appraisers are unable to agree upon an umpire within 15 days:

- (1) *you* or *we* may make a written application for a judge of a court of record in the same state and county (or city if the city is not within a county) where the **residence premises** is located to select an umpire;
- (2) the party requesting the selection described in item c.(1) must provide the other party:
 - (a) written notice of the intent to file, identifying the specific location and identity of the court at least 10 days prior to submission of the written application; and
 - (b) a copy of the written application; and
- (3) a written report of agreement, as required in item b., signed by any two (appraisers or appraiser and umpire) will set the amount of the loss of each item in dispute and will be binding upon *you* and *us*. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.

d. To qualify as an appraiser or umpire for a loss to building property, a person must be one of the following and be licensed or certified as required by the applicable jurisdiction:

- (1) an engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;
- (2) an adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or
- (3) a contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.

e. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer:

- (1) has performed services for either party with respect to the claim at issue in the appraisal; or
- (2) has a financial interest in the outcome of the claim at issue in the appraisal.

f. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable compensation of the umpire will be paid equally by **you and us**.

g. **You and we** do not waive any rights by demanding or submitting to an appraisal, and retain all contractual rights to determine if coverage applies to each item in dispute.

h. Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:

- (1) any other questions of fact;
- (2) questions of law;
- (3) questions of coverage;
- (4) other contractual issues; or
- (5) to conduct appraisal on a class-wide basis.

i. Appraisal is a non-judicial proceeding and does not provide for or require arbitration. Neither party will be awarded attorney fees. The appraisal award may not be entered as a judgment in a court.

A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.

5. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.

6. **Suit Against Us.** No action will be brought against **us** unless there has been full compliance with all of the policy provisions. Any action by any party must be started within one year after the date of loss or damage.

7. **Our Option.** **We** may repair or replace any part of the property damaged or stolen with similar property. Any property **we** pay for or replace becomes **our** property.

8. **Loss Payment.** **We** will adjust all losses with **you**. **We** will pay **you** unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after **we** receive **your** proof of loss and:

- a. reach agreement with **you**;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with **us**.

9. **Abandonment of Property.** **We** need not accept any property abandoned by an **insured**.

10. **Glass Replacement.** Loss for damage to glass caused by a **loss insured** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

11. **No Benefit to Bailee.** **We** will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing, or transporting property for a fee. This applies regardless of any other provision of this policy.

12. **Recovered Property.** If either **you** or **we** recover any property after loss settlement, that party must give the other prompt notice. At **your** option, **you** may keep the property or **we** will return it to **you**. Otherwise, it will become **our** property. If **you** choose to keep the property, the loss payment will be adjusted based on the amount **you** received for the recovered property.

13. **Assignment of Claim.** Assignment to another party of any of **your** rights or duties under this policy regarding any claim, or any part of any claim, will be void and **we** will not recognize any such assignment, unless **we** give **our** written consent. However, once **you** have complied with all policy provisions, **you** may assign to another party, in writing, payment of claim proceeds otherwise payable to **you**.

SECTION II - LIABILITY COVERAGES

COVERAGE L - PERSONAL LIABILITY

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** to which this coverage applies, caused by an **occurrence**, we will:

1. pay up to **our** limit of liability for the damages for which the **insured** is legally liable. **We** will not pay for criminal restitution; and
2. provide a defense at **our** expense by counsel of **our** choice. **We** may make any investigation and settle any claim or suit that **we** decide is appropriate. **Our** obligation to defend any suit ends when the amount **we** pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals **our** limit of liability. **We** will not provide a defense to any **insured** for criminal prosecution or proceedings.

COVERAGE M - MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, rehabilitation, pharmaceuticals, orthopedic devices, prosthetic devices, and funeral services. This coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**;
2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. is caused by the activities of an **insured**;
 - c. is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or

- d. is caused by an animal owned by or in the care of an **insured**; or
3. to a **residence employee** if the **occurrence** causing **bodily injury** occurs off the **insured location** and arises out of or in the course of the **residence employee's** employment by an **insured**.

SECTION II - ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy. **We** will pay for the following in addition to the limits of liability:

- Claim Expenses.** **We** will pay:
- a. expenses **we** incur and costs taxed against an **insured** in suits **we** defend. Taxed costs do not include attorney fees;
 - b. premiums on bonds required in suits **we** defend, but not for bond amounts greater than the Coverage L limit. **We** are not obligated to apply for or furnish any bond;
 - c. reasonable expenses an **insured** incurs at **our** request. This includes actual loss of earnings (but not loss of other income) up to \$250 per day for aiding **us** in the investigation or defense of claims or suits;
 - d. interest the **insured** is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages **we** pay; or
 - (2) the Coverage L limit; and
 - e. interest on the entire judgment that accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment

and that does not exceed the limit of liability that applies.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. We will not pay for first aid to **you** or any other **insured**.

3. **Damage to Property of Others.**

a. We will pay for **property damage** to property of others caused by the activities of an **insured**.

b. We will not pay more than the smallest of the following amounts:

- (1) replacement cost at the time of loss;
- (2) full cost of repair; or
- (3) the limit of liability shown in the **Declarations** for **Damage to Property of Others** for any one **occurrence**.

c. We will not pay for **property damage**:

- (1) for a loss that is recoverable under Section I of this policy. We also will not pay for any applicable deductible regardless of whether the amount of the loss exceeds the deductible;

SECTION II - EXCLUSIONS

1. Coverage L and Coverage M do not apply to:

a. **bodily injury** or **property damage** that:

- (1) was a result of a:
 - (a) willful and malicious; or
 - (b) criminal; act or omission of the **insured**;
- (2) was intended by the **insured**; or
- (3) would have been expected by the **insured** based on a reasonable person standard.

However, exclusions a.(2) and a.(3) above do not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

Exclusions a.(1), a.(2), and a.(3) above apply to all **bodily injury** or **property damage** even if the:

- (2) caused intentionally by an **insured** 13 years of age or older;
- (3) to property, other than a rented golf cart, owned by, or rented to an **insured**, a tenant of an **insured**, or a resident in **your** household;
- (4) arising out of:
 - (a) **business** pursuits;
 - (b) any act or omission in connection with a premises an **insured** owns, rents, or controls, other than the **insured location**;
 - (c) a condition on the **insured location** or the ways immediately adjoining; or
 - (d) the ownership, maintenance, or use of a **motor vehicle**, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board, or similar type watercraft; or
- (5) if a payment is made under **COVERAGE L - PERSONAL LIABILITY** for the same **property damage**.

- (1) **bodily injury** or **property damage** was sustained by a different person, entity, or property than was expected or intended;
 - (2) **bodily injury** or **property damage** was of a different kind, quality, or degree than was expected or intended;
 - (3) **insured** lacked the mental capacity to control his or her conduct;
 - (4) **insured** was not charged with or convicted of a criminal act or omission; or
 - (5) **insured** was impaired by drugs or alcohol;
- b. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured**, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-**business** pursuits;

c. **bodily injury** or **property damage** arising out of the rental of any part of any premises by any **insured**. This exclusion does not apply:

(1) to the rental of the **residence premises**:

(a) either completely or in part, for exclusive use as a residence, for up to 30 nights in the 12-month period prior to the date of the loss;

(b) in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or

(c) in part, as an office, school, studio, or private garage;

(2) when the **dwelling** on the **residence premises** is a two, three, or four family **dwelling** and **you** occupy one part and rent the other part to others;

(3) to farm land (without buildings), rented to others, but not to exceed a total of 500 acres, regardless of the number of locations; or

(4) to activities that are ordinarily incident to non-**business** pursuits;

d. **bodily injury** or **property damage** arising out of the rendering or failing to render professional services;

e. **bodily injury** or **property damage** arising out of any premises currently owned or rented to any **insured** which is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**;

f. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading, or unloading of:

(1) an aircraft. This exclusion does not apply to the ownership, maintenance, use, loading, or unloading of unmanned aircraft systems used as model aircraft:

(a) solely for recreational or hobby purposes;

(b) designed to be operated within the visual line of sight of the operator and operated within the visual line of sight of the operator; and

(c) weighing not more than 55 pounds at the time of operation;

unless the ownership, maintenance, use, loading, or unloading of such aircraft results in:

(a) **property damage** to any aircraft; or

(b) **bodily injury** or **property damage** resulting from interference with an aircraft carrying people regardless of whether the **bodily injury** or **property damage** is sustained by people or property on the aircraft or not;

(2) a **motor vehicle** owned or operated by or rented or loaned to any **insured**; or

(3) a watercraft:

(a) owned by or rented to any **insured** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;

(b) owned by or rented to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;

(c) powered by one or more outboard motors with more than 25 total horsepower owned by any **insured**;

(d) designated as an airboat, air cushion, or similar type of craft; or

(e) owned by any **insured** if it is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**. Exclusion f.(3) does not apply while the watercraft is on the **residence premises**;

bodily injury or property damage arising out of:

- (1) the entrustment by any **insured** to any person;
- (2) the supervision by any **insured** of any person;
- (3) any liability statutorily imposed on any **insured**; or
- (4) any liability assumed through an unwritten or written agreement by any **insured**;

with regard to the ownership, maintenance, or use of any aircraft, watercraft, or **motor vehicle** not covered under Section II of this policy;

h. bodily injury or property damage caused directly or indirectly by war, including undeclared war, or any warlike act including destruction, seizure, or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental;

i. bodily injury to any **insured** within the meaning of part 9.a., 9.b., or 9.c. of the definition of **insured**.

This exclusion also applies to any claim made or suit brought against any **insured** within the meaning of part 9.a., 9.b., or 9.c. of the definition of **insured** to share damages with or repay someone else who may be obligated to pay damages because of the **bodily injury** sustained by any **insured** within the meaning of part 9.a., 9.b., or 9.c. of the definition of **insured**;

any claim made or suit brought against any **insured** by:

- (1) any person in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;
 - (b) any employee of any **insured**; or
 - (c) any other person actually or apparently acting on behalf of any **insured**; or
- (2) any person who makes a claim because of **bodily injury** to any person in the care of

any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;
- (b) any employee of any **insured**; or
- (c) any other person actually or apparently acting on behalf of any **insured**.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** under 19 years of age;

bodily injury or property damage arising out of an **insured's** participation in, or preparation or practice for, any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power;

l. bodily injury or property damage arising out of the use, sale, manufacture, distribution, delivery, transfer, or possession, by any **insured**, of any substance that is illegal or is a controlled substance under either federal or state law.

This exclusion does not apply to the legitimate use of legally prescribed drugs, under either federal or state law, by a person following orders of a licensed health care professional;

m. bodily injury or property damage arising out of the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to contaminants or pollutants at or from any source or location.

Contaminants and pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, fuel oil, asbestos, or lead.

This exclusion does not apply to **bodily injury or property damage** arising out of smoke or fumes caused by fire or explosion.

We also do not cover:

(1) any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of contaminants or pollutants;

(2) any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of contaminants or pollutants; or

(3) contamination or pollution arising out of actually or allegedly defective building materials, nuclear substances, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed;

n. **bodily injury or property damage** arising out of any actual, alleged, or threatened:

- (1) sexual harassment, sexual molestation, or sexual misconduct;
- (2) physical or mental abuse; or
- (3) corporal punishment;

by the **insured**;

o. **bodily injury or property damage** arising out of the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungus** at or from any source or location.

We also do not cover any loss, cost, or expense arising out of any:

(1) request, demand, order, or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of **fungus**; or

(2) claim or suit for damages because of testing for, monitoring, cleaning up, removing,

containing, disposing, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of **fungus**; or

p. **bodily injury or property damage** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the **residence premises** in the 12-month period prior to the date of the loss.

Coverage L does not apply to:

2. liability:

(1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or

(2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in absence of the contract or agreement;

b. **property damage** to property owned by any **insured** at the time of the **occurrence**;

c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by fire, smoke, explosion, or abrupt and accidental damage from water;

d. **bodily injury** to a person eligible to receive any benefits required to be provided or voluntarily provided by an **insured** under a workers' compensation, non-occupational disability, or occupational disease law;

e. **bodily injury or property damage** for which an **insured** under this policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors; or

bodily injury or **property damage** arising out of any real property any **insured** has sold or transferred. This includes but is not limited to **bodily injury** or **property damage** arising out of known, unknown, hidden, or alleged property conditions, problems, or defects.

This exclusion also applies to any **property damage** to the sold or transferred real property itself.

However, this exclusion does not apply to:

- (1) **bodily injury** arising out of fire, smoke, explosion, electrocution, or carbon monoxide poisoning; or
- (2) **property damage** arising out of fire, smoke, or explosion.

3. Coverage M does not apply to **bodily injury**.

SECTION II - CONDITIONS

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury** or **property damage** first occurs, regardless of the number of **insureds**, claims made, or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is **our** limit for all medical expenses for **bodily injury** to one person as the result of one accident.

2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition does not increase **our** limit of liability for any one **occurrence**.

3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** must cooperate with **us** in the investigation, settlement, or defense of any claim or suit and also perform the following duties that apply. **You** must cooperate with **us** in seeing that these duties are performed:

- a. give written notice to **us** or **our** agent as soon as possible; which sets forth:
 - (1) the identity of this policy and the **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and

a. to a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an **insured**;

b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability, or occupational disease law;

c. to a person other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**; or

d. from nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

(3) names and addresses of any claimants and available witnesses;

b. immediately forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;

c. at **our** request, assist in:

- (1) making settlement;
- (2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an **insured**;
- (3) the conduct of suits and attend hearings and trials; and

(4) securing and giving evidence and obtaining the attendance of witnesses;

d. under **SECTION II - ADDITIONAL COVERAGES, Damage to Property of Others**, exhibit the damaged property if within the **insured's** control; and

e. the **insured** must not, except at the **insured's** own cost, voluntarily make payments, assume obligations, or incur expenses. This does not apply to expense for first aid to others at the time of the **bodily injury**.

4. **Coverage M Requirements.** We may require the following in regard to any Coverage M claim:

- a. written proof of claim, under oath if required, as soon as possible from the injured person, or when appropriate, someone acting on behalf of that person;
- b. the injured person's submission to physical examinations by a physician selected by us when and as often as we reasonably require; and
- c. any authorizations from the injured person as we may require.

5. **Payment of Claim - Coverage M or Damage to Property of Others.** Payment under either of these is not an admission of liability by an **insured** or **us**.

6. **Suit Against Us.** No action will be brought against **us** unless there has been compliance with the policy provisions.

SECTION I AND SECTION II - CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or **bodily injury** or **property damage** under Section II that occurs during the period this policy is in effect.

2. **Concealment or Fraud.** This policy is void as to **you** and any other **insured** if **you** or any other **insured** under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.

3. **Liberalization Clause.** If we adopt any revision that would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.

4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by **us** to be valid. **Our** request for an appraisal or examination does not waive any of **our** rights.

5. **Cancellation.**

a. **You** may cancel this policy at any time by giving **us** advance written notice of the date cancellation is to take effect.

b. **We** may cancel this policy only for the reasons stated in this condition. **We** will notify **you** in writing of the date cancellation takes effect. This

No one will have the right to join **us** as a party to an action against an **insured**. Further, no action with respect to Coverage L will be brought against **us** until the obligation of the **insured** has been determined by final judgment on the merits, after an actual trial or by an agreement signed by **us**; but **we** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.

7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an **insured** will not relieve **us** of **our** obligation under this policy.

8. **Other Insurance - Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

cancellation notice may be delivered to **you**, or mailed to the last mailing address known to **us**. Proof of mailing will be sufficient proof of notice:

(1) When **you** have not paid the premium, we may cancel at any time by notifying **you** at least 14 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.

(2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, we may cancel for any reason by notifying **you** at least 14 days before the date cancellation takes effect.

(3) When this policy has been in effect more than 60 days or after the effective date of a renewal policy, we may cancel for one of the following reasons:

(a) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.

(b) Discovery of willful or reckless acts or omissions on the part of the Named Insured which increase any hazard insured against;

(c) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(d) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(e) **We** are unable to reinsure the risk covered by the policy; or

(f) A determination by the commissioner that the continuation of the policy would place **us** in violation of the Kentucky insurance code or regulations of the commissioner.

We may cancel this policy by notifying **you** at least 75 days before the date cancellation takes effect.

(4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary. **We** may cancel by notifying **you** at least 75 days before the date cancellation takes effect.

c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. The return premium will be pro rata.

d. The return premium may not be refunded with the notice of cancellation or when the policy is returned to **us**. In such cases, **we** will refund it within a reasonable time after the date cancellation takes effect.

6. **Nonrenewal.** **We** may elect not to renew this policy. **We** may do so by delivering to **you**, or mailing to **you** at the last mailing address known to **us**, written notice at least 75 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

7. **Renewal.** **We** may elect to renew this policy. **We** may do so by delivering to **you**, or mailing to **you** at the last mailing address known to **us**, written notice at least 30 days before the expiration date of this policy with the amount of the renewal premium charge and without further notice to **you** on the due date unless **we** receive the renewal premium on or before that date. If **we** have not received the renewal premium on or before the due date, **we** will, within 15 days, deliver or mail to **you** at the last mailing address known to **us**, a notice that the policy was not renewed and the date on which the coverage under it ceased.

8. **Assignment of Policy.** Assignment of this policy will be void and **we** will not recognize any such assignment, unless **we** give **our** written consent.

9. **Subrogation and Reimbursement.**

a. **Subrogation.**

(1) Applicable to SECTION I:

If any **insured** to or for whom **we** make payment under this policy has rights to recover damages from another, those rights are transferred to **us** to the extent of **our** payment. That **insured** must do everything necessary to secure **our** rights and must do nothing after loss to impair them. However before a loss, an **insured** may waive in writing all rights of recovery against any person.

(2) Applicable to SECTION II:

If any **insured** has rights to recover all or part of any payment **we** have made under this policy, those rights are transferred to **us**. An **insured** must do nothing after loss to impair them. At **our** request, an **insured** will bring suit or transfer those rights to **us** and help **us** enforce them.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

b. **Reimbursement.**

If **we** make payment under this policy and any **insured** to or for whom **we** make payment recovers or has recovered from another person or

organization, then the **insured** to or for whom we make payment must:

- (1) hold in trust for **us** the proceeds of any recovery; and
- (2) reimburse **us** to the extent of **our** payment.

10. Death. If **you** die:

a. **we** insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;

b. **insured** includes:

- (1) any member of **your** household who is an **insured** at the time of **your** death, but only while a resident of the **residence premises**; and
- (2) with respect to **your** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

11. Conformity to State Law. When a policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

12. Premium.

a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.

b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium applicable at the time of renewal.

c. The premium for this policy may vary based upon:

- (1) the purchase of other products or services from the **State Farm Companies**;
- (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies**

do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or

- (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which **you** are a member, employee, subscriber, licensee, or franchisee.

13. Other Products. **Your** purchase of this policy may allow:

a. **you** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or

b. the price to vary for other:

- (a) insurance;
- (b) financial;
- (c) vehicle;
- (d) home;
- (e) electronic; or
- (f) travel;

products or services purchased by **you**. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

14. Right to Inspect.

a. **We** have the right but are not obligated to perform the following:

- (1) make inspections and surveys of the **insured location** at any time;
- (2) provide **you** with reports on conditions we find; or
- (3) recommend changes.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

b. **We do not:**

- (1) make safety inspections;
- (2) undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
- (3) warrant that conditions are safe or healthful; or
- (4) warrant that conditions comply with laws, regulations, codes, or standards.

This condition applies to **us** and to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations on **our** behalf.

15. **Joint and Individual Interests.** When there are two or more Named Insureds, each acts for all to cancel or change this policy.

16. **Change of Policy Address.** **We** may change the Named Insured's policy address as shown in the **Declarations** and in **our** records to the most recent address provided to **us** by:

- a. **you**, or
- b. the United States Postal Service.

17. **Electronic Delivery.** With **your** consent, **we** may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

18. **Our Rights Regarding Claim Information.**

a. **We** will collect, receive, obtain, use, and retain all the items described in item b.(1) below and use and retain the information described in item b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of **our** business functions.

b. Subject to 18.a. above, **we** will not be restricted or prohibited from:

- (1) collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical

records, wage information, salary information, employment information, data, and any other information;

(2) using any of the items described in item b.(1) above; or

(3) retaining:

(a) any of the items in item b.(1) above; or

(b) any other information **we** have in **our** possession as a result of **our** processing, handling, or otherwise resolving claims submitted under this policy.

c. **We** may disclose any of the items in b.(1) above and any of the information described in item b.(3)(b) above:

(1) to enable performance of **our** business functions;

(2) to meet **our** reporting obligations to insurance regulators;

(3) to meet **our** reporting obligations to insurance data consolidators;

(4) to meet other obligations required by law; and

(5) as otherwise permitted by law.

d. **Our** rights under 18.a., 18.b., and 18.c. above will not be impaired by any:

(1) authorization related to any claim submitted under this policy; or

(2) act or omission of an **insured** or a legal representative acting on an **insured's** behalf.

19. **Duties Regarding Claim Information.** An **insured** or a legal representative acting on an **insured's** behalf must provide **us** with any requested authorizations related to the claim. **Our** rights as set forth under **Our Rights Regarding Claim Information** of this policy will not be impaired by any:

a. authorization related to the claim; or

b. act or omission of an **insured** or a legal representative acting on an **insured's** behalf.

OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the **Declarations** and is subject to all the terms, provisions, exclusions, and conditions of this policy.

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

Option BU – Business Pursuits. SECTION II – EXCLUSIONS, item 1.b. is modified as follows:

1. Section II coverage applies to the **business** pursuits of an **insured** who is a:

- a. clerical office employee, salesperson, collector, messenger; or
- b. teacher (except college, university, and professional athletic coaches), school principal, or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:

a. for **bodily injury** or **property damage** arising out of a **business** owned or financially controlled by the **insured** or by a partnership of which the **insured** is a partner or member;

b. for **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:

- (1) computer programming, architectural, engineering; or industrial design services;
- (2) medical, surgical, dental, or other services or treatment conducive to the health of persons or animals; and
- (3) beauty or barber services or treatment;

c. for **bodily injury** to a fellow employee of the **insured** injured in the course of employment; or

d. when the **insured** is a member of the faculty or teaching staff of a school or college:

(1) for **bodily injury** or **property damage** arising out of the maintenance, use, loading, or unloading of:

(a) draft or saddle animals, including vehicles for use with them; or

(b) aircraft, **motor vehicles**, recreational **motor vehicles** or watercraft, airboats, air cushions; or personal watercraft which use a water jet pump powered by an internal combustion engine as the primary source of propulsion;

owned, operated, or hired by or for the **insured** or employer of the **insured** or used by the **insured** for the purpose of instruction in the use thereof; or

(2) under **Coverage M** for **bodily injury** to a student arising out of corporal punishment administered by or at the direction of the **insured**.

Option FA – Firearms. Firearms are covered for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. We will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:

a. mechanical breakdown, wear and tear, or gradual deterioration;

b. all animals, birds, or insects, including nesting, infestation, gnawing, feeding; breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, we will pay for losses caused by wild bears or deer;

c. any process of refinishing, renovating, or repairing;

- d. dampness of atmosphere or extremes of temperatures;
- e. inherent defect or faulty manufacture;
- f. rust, fouling, or explosion of firearms;
- g. breakage, marring, scratching, tearing, or denting unless caused by fire, thieves, or accidents to conveyances; or
- h. infidelity of an *insured's* employees or persons to whom the insured property may be entrusted or rented;

2. Our limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;

3. Our limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and

4. Our limits for loss by any covered peril except those in items 2. and 3. above are those shown in the **Declarations** for this option.

Option IO – Incidental Business. The coverage provided by this option applies only to that incidental *business* occupancy on file with us.

1. **COVERAGE B – PERSONAL PROPERTY** is extended to include equipment, supplies, and furnishings usual and incidental to this *business* occupancy. This Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.

The Option IO limits are shown in the **Declarations**. The first limit applies to property on the *residence premises*. The second limit applies to property while off the *residence premises*. These limits are in addition to the **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability** on property used or intended for use in a *business*.

2. Under Section II, the *residence premises* is not considered *business* property because an *insured* occupies a part of it as an incidental *business*.

3. **SECTION II – EXCLUSIONS**, item 1.b. is replaced with the following:

b. **bodily injury** or **property damage** arising out of *business* pursuits of any *insured*, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-*business* pursuits or to *business* pursuits of an *insured* that are necessary or incidental to the use of the *residence premises* as an incidental *business*;

4. This insurance does not apply to:

a. **bodily injury** to an employee of an *insured* arising out of the *residence premises* as an incidental *business* other than to a *residence employee* while engaged in the employee's employment by an *insured*;

b. **bodily injury** to a student arising out of corporal punishment administered by or at the direction of the *insured*;

c. liability arising out of any acts, errors, or omissions of an *insured*, or any other person for whose acts an *insured* is liable, resulting from the preparation or approval of data, plans, designs, opinions, reports, programs, specifications, supervisory inspections, or engineering services in the conduct of an *insured's* incidental *business* involving data processing, computer consulting, or computer programming; or

d. any claim made or suit brought against any *insured* by:

(1) any person in the care of any *insured* because of child care services provided by or at the direction of:

- (a) any *insured*;
 - (b) any employee of any *insured*; or
 - (c) any other person actually or apparently acting on behalf of any *insured*;
- or

(2) any person who makes a claim because of **bodily injury** to any person in the care of any *insured* because of child care services provided by or at the direction of:

- (a) any *insured*;

H4-2117

- (b) any employee of any *insured*; or
- (c) any other person actually or apparently acting on behalf of any *insured*.

Coverage M does not apply to any person indicated in d.(1) and d.(2) above.

This exclusion does not apply to the occasional child care services provided by any *insured*, or to the part-time child care services provided by any *insured* under 19 years of age.

Option JF – Jewelry and Furs. Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware, and platinum are covered for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss. All provisions and exclusions of **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**, Theft apply to Option JF.

The following additional provisions apply:

1. We will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:

- (a) any loss to property described in this option which is caused by the theft of property described in this option;
- (b) any loss to property described in this option which is caused by the theft of property described in this option;
- (c) any loss to property described in this option which is caused by the theft of property described in this option;
- (d) any loss to property described in this option which is caused by the theft of property described in this option;
- (e) any loss to property described in this option which is caused by the theft of property described in this option;
- (f) any loss to property described in this option which is caused by the theft of property described in this option;
- (g) any loss to property described in this option which is caused by the theft of property described in this option;
- (h) any loss to property described in this option which is caused by the theft of property described in this option;
- (i) any loss to property described in this option which is caused by the theft of property described in this option;
- (j) any loss to property described in this option which is caused by the theft of property described in this option;
- (k) any loss to property described in this option which is caused by the theft of property described in this option;
- (l) any loss to property described in this option which is caused by the theft of property described in this option;
- (m) any loss to property described in this option which is caused by the theft of property described in this option;
- (n) any loss to property described in this option which is caused by the theft of property described in this option;
- (o) any loss to property described in this option which is caused by the theft of property described in this option;
- (p) any loss to property described in this option which is caused by the theft of property described in this option;
- (q) any loss to property described in this option which is caused by the theft of property described in this option;
- (r) any loss to property described in this option which is caused by the theft of property described in this option;
- (s) any loss to property described in this option which is caused by the theft of property described in this option;
- (t) any loss to property described in this option which is caused by the theft of property described in this option;
- (u) any loss to property described in this option which is caused by the theft of property described in this option;
- (v) any loss to property described in this option which is caused by the theft of property described in this option;
- (w) any loss to property described in this option which is caused by the theft of property described in this option;
- (x) any loss to property described in this option which is caused by the theft of property described in this option;
- (y) any loss to property described in this option which is caused by the theft of property described in this option;
- (z) any loss to property described in this option which is caused by the theft of property described in this option;

- a. mechanical breakdown, wear and tear, gradual deterioration;
- b. all animals, birds or insects, including nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, we will pay for losses caused by wild bears or deer;
- c. inherent vice; or
- d. seizure or destruction under quarantine or customs regulations;

2. Our limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
3. Our limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
4. Our limits for loss by any covered peril except those in items 2. and 3. above are those shown in the **Declarations** for this option.

Option SG – Silverware and Goldware Theft. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item i., for theft of silverware and goldware is increased to be the amount shown in the **Declarations** for this option.

The following additional provisions apply:

(1) We will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:

- (a) any loss to property described in this option which is caused by the theft of property described in this option;
- (b) any loss to property described in this option which is caused by the theft of property described in this option;
- (c) any loss to property described in this option which is caused by the theft of property described in this option;
- (d) any loss to property described in this option which is caused by the theft of property described in this option;
- (e) any loss to property described in this option which is caused by the theft of property described in this option;
- (f) any loss to property described in this option which is caused by the theft of property described in this option;
- (g) any loss to property described in this option which is caused by the theft of property described in this option;
- (h) any loss to property described in this option which is caused by the theft of property described in this option;
- (i) any loss to property described in this option which is caused by the theft of property described in this option;
- (j) any loss to property described in this option which is caused by the theft of property described in this option;
- (k) any loss to property described in this option which is caused by the theft of property described in this option;
- (l) any loss to property described in this option which is caused by the theft of property described in this option;
- (m) any loss to property described in this option which is caused by the theft of property described in this option;
- (n) any loss to property described in this option which is caused by the theft of property described in this option;
- (o) any loss to property described in this option which is caused by the theft of property described in this option;
- (p) any loss to property described in this option which is caused by the theft of property described in this option;
- (q) any loss to property described in this option which is caused by the theft of property described in this option;
- (r) any loss to property described in this option which is caused by the theft of property described in this option;
- (s) any loss to property described in this option which is caused by the theft of property described in this option;
- (t) any loss to property described in this option which is caused by the theft of property described in this option;
- (u) any loss to property described in this option which is caused by the theft of property described in this option;
- (v) any loss to property described in this option which is caused by the theft of property described in this option;
- (w) any loss to property described in this option which is caused by the theft of property described in this option;
- (x) any loss to property described in this option which is caused by the theft of property described in this option;
- (y) any loss to property described in this option which is caused by the theft of property described in this option;
- (z) any loss to property described in this option which is caused by the theft of property described in this option;

EXHIBIT: NON-CONSENT TO SURVEILLANCE AND THIRD-PARTY DISCLOSURE DEMAND

I, John R. Fouts, MBA., founder of Upward Spirals Association, a 508(c)(1)(A) faith-based organization, do hereby attest, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the following is truthful to the best of my knowledge and ability:

Neither I nor my child, JAF, have ever given consent to any surveillance activity at any time in the past, do not give consent in the present, and explicitly refuse to grant such consent in the future. Any such surveillance is unauthorized, unlawful, and conducted without informed consent.

No valid warrant has ever been served or issued authorizing surveillance against me or my child. Any claims of such authorization are false, baseless, and unlawful.

Any and all third parties involved in surveillance—individuals, agencies, private contractors, or other organizations—must be immediately identified, including the names of all actors and the authorities or individuals directing their actions. Their email addresses, faxes, phone numbers, and addresses must also be disclosed for the purpose of ongoing communication during discovery phases of legal proceedings and to properly issue subpoenas. This includes entities identified or implied through the presence of warrant canaries.

Each individual packet of data unlawfully surveilled constitutes a separate violation under Color of Law statutes. Such actions also implicate the False Claims Act, RICO, the KKK Act of 1871, the RFRA, and Misprision of Felony.

All parties must immediately cease and desist all surveillance activities and the history and real truth since the beginning of these cases must be released to me along with all data obtained during the unlawful surveillance activities.

Additionally, those responsible must be held accountable and prosecuted for their actions in repeat violations of dozens of federal laws and constitutional violations.

All communication must be in writing and transmitted via email, as physical mail, digital mail, and faxes have all been subject to tampering. Email represents the best likelihood of successful delivery and leaves a traceable record. This written format is required as an ADA accommodation due to disability. All rights reserved.





Final Details for Order #112-3607373-1968200

[Print this page for your records.](#)

Order Placed: November 8, 2024

Amazon.com order number: 112-3607373-1968200

Order Total: \$1,853.94

Shipped on November 9, 2024

Items Ordered

Price

1 of: *ASUS TUF Newest 16" AMD Ryzen 9 RTX 4060 Ultimate Gaming Laptop, 16" FHD+1920 x 1200 165Hz, NVIDIA RTX 4060, 64GB DDR5 RAM, 2TB SSD, Wi-Fi 6, RJ45, Windows 11 P, with Targus Universal Docking Station* \$1,749.00

Sold by: PConline US ([seller profile](#))

Supplied by: Other

Condition: New

Shipping Address:

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

Shipping Speed:

Local Express Shipping

Payment information

Payment Method:

Pay over time with Affirm

Item(s) Subtotal: \$1,749.00

Shipping & Handling: \$0.00

Total before tax: \$1,749.00

Estimated tax to be collected: \$104.94

Grand Total: \$1,853.94

Billing address

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

To view the status of your order, return to [Order Summary](#).

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[Back to top](#)

English

United States

Help



John Fouts <icreateupwardspirals@gmail.com>

I DEMAND A RESPONSE - MY LAST EMAILS AND FAXES HAVE GONE COMPLETELY UNACKNOWLEDGED - Fwd: 2025-06-03 - CONTINUING TO FOLLOW UP ON NON-RESPONSIVENESS OF CLAIMS - Re: [EXTERNAL] 2025-05-22 - Formal Rebuttal – False Claim Summary by Robin Williams (Claim #17-84S0-76M)

2 messages

John Fouts <icreateupwardspirals@gmail.com>

Wed, Jul 9, 2025 at 10:37 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

RESPOND.

----- Forwarded message -----

From: **John Fouts** <icreateupwardspirals@gmail.com>

Date: Tue, Jun 3, 2025 at 5:59 PM

Subject: 2025-06-03 - CONTINUING TO FOLLOW UP ON NON-RESPONSIVENESS OF CLAIMS - Re: [EXTERNAL] 2025-05-22 - Formal Rebuttal – False Claim Summary by Robin Williams (Claim #17-84S0-76M)

To: Will Flowers <will.flowers.vab3yr@statefarm.com>, <robin.williams@statefarm.com>, <media@statefarm.com>

Subject: Urgent Follow-Up: Request for Action on Claim and False Statements by Robin Williams

Dear Will,

I hope this message finds you well. As per our previous correspondence, I have yet to receive any meaningful communication or updates regarding my claim.

Instead, I've been met with a false and damaging summary by Robin Williams and I submitted the recording of the call as an official part of the claim so there can be absolutely no confusion there.

This not only undermines the integrity of my claim but also places me in an increasingly precarious situation.

As I mentioned in my earlier email, I have provided concrete evidence of the issues surrounding my property and vehicle.

However, Robin Williams' false statement—claiming that I did not want to pursue the claim—is a clear misrepresentation of the facts.

I did, in fact, file the claim, and I want to reiterate that my claim is not only valid but critical to my current circumstances.

Please escalate this matter immediately within State Farm. I request that this be forwarded to upper leadership, including legal oversight, to address the discrepancies and hold Robin Williams accountable for the false information. I've also copied your media department on this so they too will be aware of the situation.

I demand immediate assistance upon receipt of this email. The situation cannot be allowed to stand any longer, and swift action is required to address the false statements and prevent further damage to my case and my character.

Additionally, I would appreciate receiving the contact details for any individuals involved in overseeing claims management, especially those at the leadership level who can help rectify this situation expeditiously.

I have already added the full recording of the call, the transcript, and my formal rebuttal to my claim file for your reference. These documents serve as irrefutable evidence of the misinformation provided by Robin Williams.

Your prompt action is necessary to avoid further legal escalation.

I look forward to your timely response. All correspondence and communication must occur in writing per ADA.

Confirm receipt of this email upon receipt.

Sincerely,

John R. Fouts, MBA

icreateupwardspirals@gmail.com

Phone: 502.956.0052 (Txt only - ADA Accommodations)

Fax: 502.996.8246 (HIPAA Compliant)

On Fri, May 23, 2025 at 3:06 PM John Fouts <icreateupwardspirals@gmail.com> wrote:

Thank you for passing that along. How can I reach upper leadership at State Farm?

Will - you have always been helpful and responsive - unfortunately - I am not having that same good experience with the other sections of State Farm (e.g. Robin Williams) - so if you could please pass this whole situation along to upper leadership/management. It would be very much appreciated.

I have also attached, now, the actual recording of the call itself (Kentucky is a one way state requiring only one party to consent - and I consent - just as an FYI in case there are any attempted blockages there).

Please also add this actual audio file to the case as well. That way there can be absolutely no question raised of the false statements provided by Robin Williams.

John R. Fouts, MBA

P. 502.956.0052

F. 502.996.8246

E. icreateupwardspirals@gmail.com

John R. Fouts

On Fri, May 23, 2025 at 11:46 AM Will Flowers <will.flowers.vab3yr@statefarm.com> wrote:

Got it,

I submitted into the claim as requested and have documented in the claim per your request.

Will Flowers

502-222-0105

From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Thursday, May 22, 2025 6:13 PM

To: HOME CLMS-FIRECLAIMS <statefarmfireclaims@statefarm.com>; Will Flowers <will.flowers.vab3yr@statefarm.com>

Subject: [EXTERNAL] 2025-05-22 - Formal Rebuttal - False Claim Summary by Robin Williams (Claim #17-84S0-76M)

Dear Will,

I'm reaching out to you directly as my State Farm agent to request your immediate assistance with a serious matter involving my recent claim submission. On May 22, 2025, I had a detailed call with Claim Specialist Robin

Williams to report on the urgent situation involving the digital sabotage, targeted tampering of my property and vehicle, and unlawful displacement that you are aware of as I started this process with you as you are my agent.

Despite a clear, thorough, and recorded conversation—during which I actively discussed in detail, the claim, discussed submitted evidence, requested legal review if necessary, and asked for expedited processing—

Ms. Williams issued a written summary that misrepresents our discussion entirely, falsely stating that I was "making a record only." This is both untrue and deeply harmful, especially considering the active endangerment and federal implications of this case.

I've attached a formal rebuttal letter, a transcript of the call, and a copy of her inaccurate summary. Her statements are easily provably false. If necessary, I will bring this matter to the courtroom, however, I am hoping it does not have to go that route. State Farm is supposed to be a protective agency not an agency of malice....

Will, I am asking you to please:

1. Ensure this matter is escalated immediately within State Farm, and
2. Elevate this to appropriate upper-level and legal leadership inside the company.

I am a vulnerable, federally protected individual actively reporting serious misconduct and am now facing obstruction even from my insurer. This cannot stand - and it will not if brought for evaluation in a court of law.

Please make sure the information also is documented within my claim itself.

Thank you for your attention and urgent action.

Sincerely,

John R. Fouts

icreateupwardspirals@gmail.com

Policy #: 17L917679

Claim #: 17-84S0-76M

Date of Loss: March 15, 2025

P. 502.956.0052

F. 502.996.8246

John Fouts <icreateupwardspirals@gmail.com>

To: torchoftruth@zohomail.com

Sun, Jul 20, 2025 at 7:50 PM

I demand a response Will Flowers - if I have to go to court to recover damages, I will. State Farm has acted in bad faith...

[Quoted text hidden]

Account | **Welcome, John!**

Overview

Message Center

Account Settings

Check My Order

My Wishlist

My Product

Online repair service

Multiple Product Registration

Technical Inbox

Application status

Contact Us

< **Back**

[+ Register your product](#)



Registration Date: 2024-11-17

RT-AX1800S

Serial Number : **RBIG4Y6021088V6**

✔ Warranty : Valid until 2027-04-07 [Learn More >](#)

* To facilitate the customer service process, we may autofill the serial numbers of your registered products on the next page when you click the buttons below.

| | |
|-------------------|--------------------|
| Driver & Tools | FAQ |
| Manual & Document | Warranty Extension |
| Repair Records | Remove the Product |

Remark

Purchase Date : 2024-11-14



Final Details for Order #112-4220555-6151413

[Print this page for your records.](#)

Order Placed: November 13, 2024

Amazon.com order number: 112-4220555-6151413

Order Total: \$70.27

Shipped on November 14, 2024

Items Ordered

1 of: *ASUS RT-AX1800S Dual Band WiFi 6 Extendable Router, Subscription-Free Network Security, Parental Control, Built-in VPN, AiMesh Compatible, Gaming & Streaming, Smart Home*

Price

\$66.29

Sold by: TRENDY-TECH (We Record Serial Numbers) ([seller profile](#))

Supplied by: TRENDY-TECH (We Record Serial Numbers) ([seller profile](#))

Condition: New

Shipping Address:

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Visa ending in 2794

Item(s) Subtotal: \$66.29

Shipping & Handling: \$0.00

Billing address

John Fouts
2904 SITKA DR APT L29
JEFFERSONTOWN, KY 40299-3051
United States

Total before tax: \$66.29

Estimated tax to be collected: \$3.98

Grand Total: \$70.27

Credit Card transactions

Visa ending in 2794: November 14, 2024: \$70.27

To view the status of your order, return to [Order Summary](#).

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English

United States

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Account | **Welcome, John!**

Overview

Message Center

Account Settings

Check My Order

My Wishlist

My Product

Online repair service

Multiple Product Registration

Technical Inbox

Application status

Contact Us

< **Back**

[+ Register your product](#)



Registration Date: 2024-11-14

FA607PV

Serial Number : **S4NRKD02023214A**

Warranty : Valid until 2025-11-17 [Learn More >](#)

* To facilitate the customer service process, we may autofill the serial numbers of your registered products on the next page when you click the buttons below.

| | |
|--------------------|--------------------|
| Driver & Tools | FAQ |
| Manual & Document | Warranty Extension |
| Repair Records | Upgrade Warranty |
| Remove the Product | |

Tech Specs

Operating System Windows 11 Home

Processor AMD Ryzen™ 9 7940HX Mobile Processor (16-core/32-thread, 64MB L3 cache, up to 5.2 GHz max boost)

Graphics NVIDIA® GeForce RTX™ 4060 Laptop GPU (233 AI TOPs), 2420MHz* at 140W (2370MHz Boost Clock+50MHz OC, 115W+25W Dynamic Boost), 8GB GDDR6

Display 16-inch, FHD+ 16:10 (1920 x 1200, WUXGA), IPS-level, Anti-glare display, - sRGB:100.00%, - Adobe:75.35%, - Refresh Rate:165Hz, G-Sync, N/A, MUX Switch + NVIDIA® Advanced Optimus, - Support Dolby Vision HDR :N/A

| | |
|----------------------------------|--|
| Memory | 8GB DDR5-5200 SO-DIMM x 2, - Max Capacity:64GB |
| Storage | 512GB PCIe® 4.0 NVMe™ M.2 SSD |
| I/O Ports | 1x 3.5mm Combo Audio Jack, 1x HDMI 2.1 FRL, 2x USB 3.2 Gen 1 Type-A (data speed up to 5Gbps) 1x USB 3.2 Gen 2 Type-C with support for DisplayPort™ / power delivery / G-SYNC (data speed up to 10Gbps) 1x USB 3.2 Gen 2 Type-C with support for DisplayPort™ / G-SYNC (data speed up to 10Gbps) 1x RJ45 LAN port |
| Keyboard and Touchpad | Backlit Chiclet Keyboard 1-Zone RGB, Touchpad, N/A |
| Camera | 720P HD camera |
| Audio | Dolby Atmos AI noise-canceling technology Hi-Res certification (for headphone) Support Microsoft Cortana near field/far field (Microsoft service suspended in spring of 2023.), Built-in array microphone, 2-speaker system |
| Network and Communication | Wi-Fi 6(802.11ax) (Dual band) 2*2 + Bluetooth® 5.3 Wireless Card (*Bluetooth® version may change with OS version different.) |
| Battery | 90WHrs, 4S1P, 4-cell Li-ion |
| Power Supply | ø6.0, 280W AC Adapter, Output: 20V DC, 14A, 280W, Input: 100~240C AC 50/60Hz universal |
| Security | BIOS Administrator Password and User Password Protection Kensington Security Slot™ Trusted Platform Module (Firmware TPM), McAfee® 30 days free trial |

Remark

Purchase Date : 2024-11-11



John Fouts <icreateupwardspirals@gmail.com>

2025-05-07 - 12:08 a.m. - Subject: Follow-Up on Escalated ASUS Security Case – Legal and Technical Clarification

4 messages

John Fouts <icreateupwardspirals@gmail.com>

Wed, May 7, 2025 at 12:38 AM

To: "Wendy Vu (ACI)" <wendy_vu@asus.com>

Cc: "Jennifer Stover (ACI)" <Jennifer_Stover@asus.com>, "ic3@fbi.gov" <ic3@fbi.gov>, "consumer@ftc.gov" <consumer@ftc.gov>, "alerts@cisa.gov" <alerts@cisa.gov>, "Tony Han (ACI)" <Tony_Han@asus.com>, "Weifen1 Liu (ACI)" <Weifen1_Liu@asus.com>, "Wendy Vu (ACI)" <wendy_vu@asus.com>, legal@asus.com

Subject: Follow-Up on Escalated ASUS Security Case – Confirmed Device Compromise

Dear Ms. Vu,

Thank you for your response and for confirming escalation to ASUS Global Research and Development.

To clarify -- once more...This is **NOT** a standard customer support case.This matter involves **confirmed and reproducible evidence of device compromise** across multiple ASUS products, including the TUF Gaming A16 laptop and the AX1800 and AX5400 routers.The issues documented are **not hypothetical or “potential.”****They include:**

- **Persistent firmware-level compromise** that survives factory reset
- **Remote access behaviors consistent with unauthorized control**
- **Manipulated traffic and DNS hijacking**, confirmed across clean networks
- **Hypervisor activity** not attributable to user configuration
- **Chain-of-custody and supply chain integrity failures**

These facts have been reported not only to ASUS, but also to **federal authorities**, including the:

FBI (IC3),

FTC, and

CISA,

due to the national cybersecurity implications of compromised infrastructure equipment.

I am prepared to provide the requested serial number in clearer form, of course.

However, I will not surrender these devices to ASUS without **neutral third-party forensic oversight or a federally supervised transfer**, to ensure that no evidence is altered, suppressed, or invalidated.Further, **I strongly object to ASUS dismissing my other claims—such as damages and systemic negligence—as “outside the scope of support.”** These are not warranty issues.They are **civil, criminal, and constitutional violations**, some of which may ultimately very likely involve ASUS as a named party in federal litigation.

ASUS's formal participation may indeed be compelled by court order, and I reserve all rights to pursue that and any other course of action.

I expect immediate acknowledgment of:

1. ASUS's willingness to coordinate secure, traceable transfer of these devices for forensic analysis,
2. ASUS must provide **temporary replacement devices of equivalent functionality** for the duration of the investigation, so that I may maintain access to essential services (including medical) and communications.
3. Your investigation timeline and scope, and
4. The name of the internal team lead for this case, all team members, and supervisory contacts.

To further support these issues, I have attached a compiled document that includes:

- **Clear and verifiable serial number identification**
- **Forensic logs and system data** indicating persistent compromise
- **Hardware-level output** that demonstrates unauthorized firmware behavior and security violations

Please confirm receipt and advise on next steps immediately.

Sincerely,

John R. Fouts, MBA



output_compressed.pdf

On Tue, May 6, 2025 at 4:36 PM Wendy Vu (ACI) <wendy_vu@asus.com> wrote:

Dear Mr. Fouts,

Thank you for your continued communication and for submitting detailed documentation regarding your ASUS TUF Gaming A16 and AX1800, AX5400 routers. We confirm receipt of your materials and attachments.

Your concerns have been formally escalated to our Global Research and Development team for internal review. Please note that this investigation may take some time, as it involves a careful and thorough technical assessment by multiple internal teams.

As outlined in our warranty terms, we require that the products be returned to an ASUS Service Center for diagnostic testing. This step is essential in order to verify the reported issues and inspect the unit's condition. Once the device has been received and it is confirmed to be in its original factory state and free of any physical damage, we would be happy to consider a buyback of the unit as a potential resolution.

In addition, please provide the full and clearly legible serial number (SN) of the affected device, as the images provided do not clearly display this information.

We would also like to clarify the scope of our support:

- Requests such as a lifetime supply of ASUS products, emergency housing, or similar forms of personal or financial support fall outside the terms and conditions of our product warranty and are not services ASUS provides.
- Additionally, ASUS will not be participating as a co-plaintiff in any litigation. If ASUS's participation is legally required, this must be pursued through proper legal channels via a valid subpoena or court order.

We remain committed to investigating this matter as appropriate, based on the facts and findings from our technical review. Your cooperation in returning the unit and providing the requested serial number will help us proceed efficiently.

If you may have any additional questions and/or concerns, please do not hesitate to let us know.

Thank you!

Best regards,

Wendy Vu | Senior Supervisor of Customer Care

Service Department | Support Section | Corporate Customer Care

Phone: 510-739-3777 ext. 65008 | Email: Wendy_Vu@asus.com

ASUS Computer International | 48720 Kato Road, Fremont, CA 94538

ASUS IN SEARCH OF INCREDIBLE

From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Saturday, May 3, 2025 10:29 PM

To: Wendy Vu (ACI) <wendy_vu@asus.com>; asus cc (ACI) <asus_cc@asus.com>
Cc: Jennifer Stover (ACI) <Jennifer_Stover@asus.com>; Wendy Vu (ACI) <wendy_vu@asus.com>;
ic3@fbi.gov; consumer@ftc.gov; alerts@cisa.gov; Tony Han (ACI) <Tony_Han@asus.com>; Weifen1
Liu (ACI) <Weifen1_Liu@asus.com>
Subject: [WARNING: ATTACHMENT(S) MAY CONTAIN MALWARE]2025-05-04 - Subject: URGENT –
Firmware Compromise Confirmed: Updated Evidence Submission + Escalation Follow-Up

External email : Ensure your email is secure before opening links and attachments.

Subject: URGENT – Firmware Compromise Confirmed: Updated Evidence Submission + Escalation Follow-Up

Hi Wendy,

Thank you again for your response. I am continuing to gather and send the materials you requested. Please see the attached for an updated set of critical documentation, including the following:

- Serial numbers and official purchase receipts for the ASUS TUF Gaming A16 and AX1800 router - AX5400 Router Receipt will be provided in near future
- Product box photos and identifying labels
- A forensic evidence archive containing ACPI firmware tables (DSDT, SSDT1–23, IVRS, TPM2, VFCT, etc.)
- Boot logs showing Secure Boot bypassed and kernel virtualization activity
- Additional screenshots and data supporting our case of firmware-level and hypervisor compromise

The latest evidence now confirms:

- **Presence of stealth hypervisor behavior in the kernel logs**, including the line:
Booting paravirtualized kernel on bare hardware
- **Injection of Microsoft Hyper-V drivers** into a non-Hyper-V Linux environment
- **Secure Boot disabled** despite BIOS settings indicating otherwise
- **ACPI tables** such as IVRS, TPM2, and VFCT, and up to 23 custom SSDT entries with rogue identifiers (CPMACPV7, CPLTFG, CPMDFIG2, GPPS_PME, AMDW0V) — suggesting thermal spoofing, PCIe redirection, and virtualization payloads likely injected via firmware
- **Failure of ASUS firmware security** to protect against virtualization-layer compromise and PCIe bus deception

These facts are verifiable, reproducible, and irrefutable. I expect this to be escalated immediately to your firmware security, BIOS/UEFI development, and legal teams.

I am reiterating my original formal demands:

- A **Lifetime Protectional Contract Guarantee** and **Lifetime Supply of uncompromised equipment** for myself and my disabled child (J.A.F.)
- ASUS's participation as a **co-plaintiff in related federal litigation**
- Immediate preservation of logs, internal findings, and supply chain traceability
- A formal **Non-Retaliation Agreement**
- Compensation for the documented damages
- Coordination with federal agencies including **FTC, IC3, CISA, and HIPAA enforcement**

Attachments:

- ASUS ACPI_evidence_bundle.zip
- ASUS 1800 router + ASUS A16 Tuf Gaming laptop receipts (PDF/JPG) - the AX5400 Receipt for that router I have not yet gotten a copy of but can send soon.
- Terminal logs and screenshots (PDF)
- Cyber_Espionage_Legal_Notice_Meta.pdf

- Gmail - 2025-04-10 URGENT_ Cyber Espionage Report & Legal Notice – ADA-Protected Whistleblower Targeting.pdf
- EXHIBIT-EMERGENCY MEDICAL-NECESSITY-LETTER-DR-JORDAN-VAUGHN.pdf

1. **Immediate relocation and emergency housing**, paid for by ASUS, to ensure the safety of myself and my disabled child (J.A.F.)
2. **Immediate replacement of all compromised ASUS devices**, including the TUF Gaming A16 and AX1800 router, with fully verified, uncompromised hardware
3. A **lifetime supply of top-tier, secure ASUS computing and networking equipment** for both myself and my child
4. Ongoing ASUS-based system integrity checks or trusted partner support to ensure continued protection
5. **Immediate filing by ASUS of a federal legal case** in partnership with me, listing ASUS and myself as **co-plaintiffs**
6. **Filing of a formal police report** by ASUS with:
 7. Local law enforcement (Jeffersontown Police Department and Louisville Metro Police Department),
 8. The Louisville FBI Field Office, local DOJ office
 9. And relevant federal cybersecurity agencies (FTC, CISA, IC3, FCC),

to launch a coordinated investigation into the supply chain compromise and resulting harm
10. **A formal Lifetime Protectional Contract Guarantee** for myself and my child
11. **A Formal Non-Retaliation Agreement**
12. **Comprehensive forensic transparency**: ASUS must preserve all related internal firmware records and logs
13. Immediate preservation of logs, internal findings, and supply chain traceability
14. Compensation for the documented damages

The evidence now confirms:

- Firmware ACPI tables (DSDT, SSDT1–23, IVRS, TPM2, VFCT, WSMT) have been modified or injected with virtualization code
- Boot logs show **paravirtualized kernel activity on bare hardware**
- Secure Boot is disabled despite UEFI settings
- Microsoft Hyper-V kernel modules were **injected without consent**
- Custom ACPI identifiers (CPMACPV7, CPLTFG, GPPS_PME, AMDW0V, etc.) strongly suggest spoofed PCIe bridges and power control layers consistent with hypervisor rootkits

There is additional evidence as well that I will hold onto at this point in time

This is not theoretical. It is **proven, forensic, and actionable**. These failures trace directly to ASUS hardware and must now be met with legal, logistical, and protective action by ASUS immediately.

These findings are irrefutable and documented across multiple forensic snapshots. I am operating with every form of communication, storage, and transmission infrastructure actively compromised. Your immediate action is required.

Please confirm:

- Receipt of the attachments
- Immediate initiation of the above actions
- Timeline for ASUS's formal response, device replacement, relocation, and legal engagement

This is a life-threatening emergency, and I am copying federal authorities to ensure this matter is recorded and escalated properly. This is a direct request for relief, protection, justice, and initial restitution.

Respectfully,

Mr. John R. Fouts, MBA

Plaintiff, Civil Rights Advocate, and Legal Guardian of J.A.F.

✉ icreateupwardspirals@gmail.com

📞 502-956-0052 (text only)

📠 502-996-8246 (HIPAA Compliant)

CC:

✉ ic3@fbi.gov

✉ consumer@ftc.gov

✉ alerts@cisa.gov

On Wed, Apr 30, 2025 at 6:40 PM Wendy Vu (ACI) <wendy_vu@asus.com> wrote:

Dear Mr. Fouts,

Thank you for contacting ASUS and for taking the time to share the serious concerns you've experience. We understand that you and your child are currently facing extremely difficult circumstances, including displacement and significant medical needs. Please know that we take your message seriously, and we are committed to giving your situation the careful attention and thorough review.

At ASUS, we take product security and customer safety with the utmost seriousness. Our devices are designed and manufactured to meet or exceed applicable consumer protection and cybersecurity standards, including those outlined by the Federal Trade Commission (FTC). We continually assess and improve our hardware and firmware integrity to ensure the protection of our users' privacy and data.

To initiate a formal review and escalate your case appropriately, we kindly ask that you provide the following information:

1. Serial numbers of all ASUS devices currently in your possession (e.g., the laptop and both routers),
2. Receipts or invoices confirming your original purchase of these products,

- **The receipt/invoice will need to display the:**

- company's logo
- date of purchase
- cost

- serial and/or model number of ASUS product

- File types accepted: PDF, JPG, PNG, GIF

- **Unacceptable forms of proof of purchase are:**

- bank statements

- screen shots

- forwarded e-mails

- copy & pasted e-mails

- do not accept files attached as TXT or RTF, DOC

3. Any supporting documentation, including forensic reports, logs, screenshots, or other evidence relating to the issues described.

We understand that gathering this information may be challenging given your current situation. If you need help identifying device serial numbers, please let us know — we are here to assist you. Once we receive this information, we will escalate the matter to our security and product investigation teams and keep you informed at each stage of the process.

Thank you for your patience and cooperation. We're committed to thoroughly reviewing your concerns.

Best regards,

Wendy Vu | Senior Supervisor of Customer Care

Service Department | Support Section | Corporate Customer Care

Phone: 510-739-3777 ext. 65008 | Email: Wendy_Vu@asus.com

ASUS Computer International | 48720 Kato Road, Fremont, CA 94538

ASUS IN SEARCH OF INCREDIBLE

From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Tuesday, April 29, 2025 8:59 PM

To: Wendy Vu (ACI) <wendy_vu@asus.com>; Jennifer Stover (ACI) <Jennifer_Stover@asus.com>; Tony Han (ACI) <Tony_Han@asus.com>; Weifen1 Liu (ACI) <Weifen1_Liu@asus.com>; asus cc (ACI) <asus_cc@asus.com>

Cc: ic3@fbi.gov; consumer@ftc.gov; alerts@cisa.gov

Subject: 2025-04-29 - Subject: URGENT: Formal Demand for Immediate Action, Legal Partnership, and Federal Escalation

External email : Ensure your email is secure before opening links and attachments.

Dear ASUS Executive and Legal Teams,

Please find attached my formal demand letter and supporting evidence regarding catastrophic digital and physical harm enabled by ASUS-manufactured hardware.

This includes:

- A Lifetime Protectional Contract Guarantee and Lifetime Supply of top-tier equipment for both myself and my disabled child (J.A.F.), covering the remainder of our lives
- ASUS's active initiation of new federal litigation as a co-plaintiff alongside me
- Police report filing and formal escalation to federal agencies (FTC, CISA, IC3, HIPAA, NFTC)
- Preservation and delivery of logs, chain-of-custody documentation, and internal findings
- A Non-Retaliation Agreement
- Compensation for already-incurred damages, and acknowledgment of ASUS's exposure to punitive damages

This situation has involved not only the confirmed compromise of firmware-level security, stealth hypervisors, and supply chain integrity—but also real-world surveillance, unlawful displacement/forced homelessness, defamation, and federal civil rights violations.

Due to this breach, my child and I are currently displaced and surviving under severe hardship. Delivery logistics must be coordinated with me directly. I expect timely and professional response to the demands laid out in the attached letter.

I request for all communication to be in writing via email.

Contact:

- Email: icreateupwardspirals@gmail.com
- Phone: 502-956-0052 - text only
- Fax: 502-996-8246 - HIPAA compliant

Respectfully,

Mr. John R. Fouts, MBA

Plaintiff, Civil Rights Advocate, and Legal Guardian of J.A.F.

Attachment:

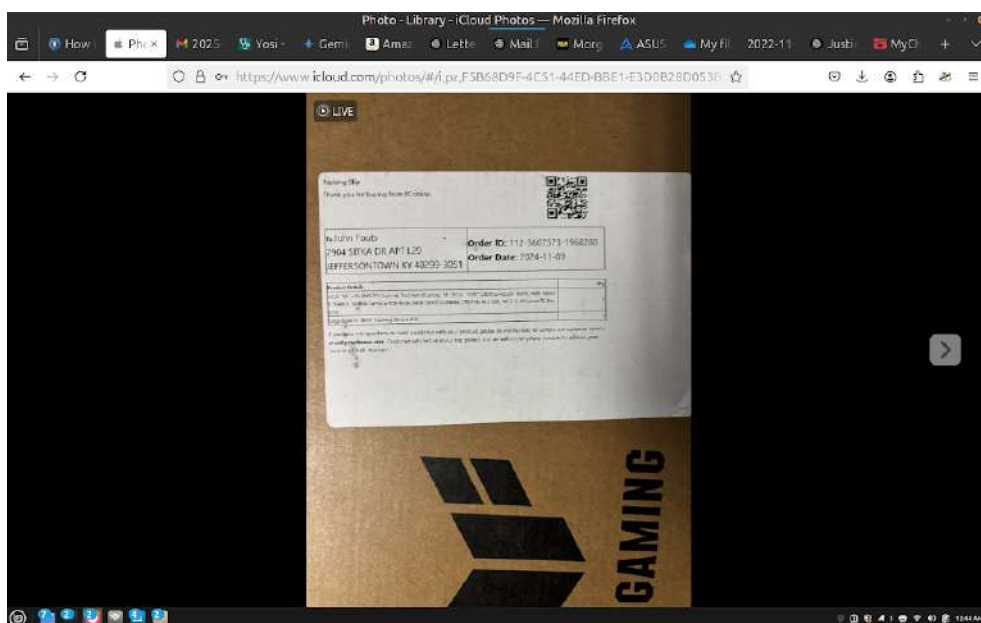
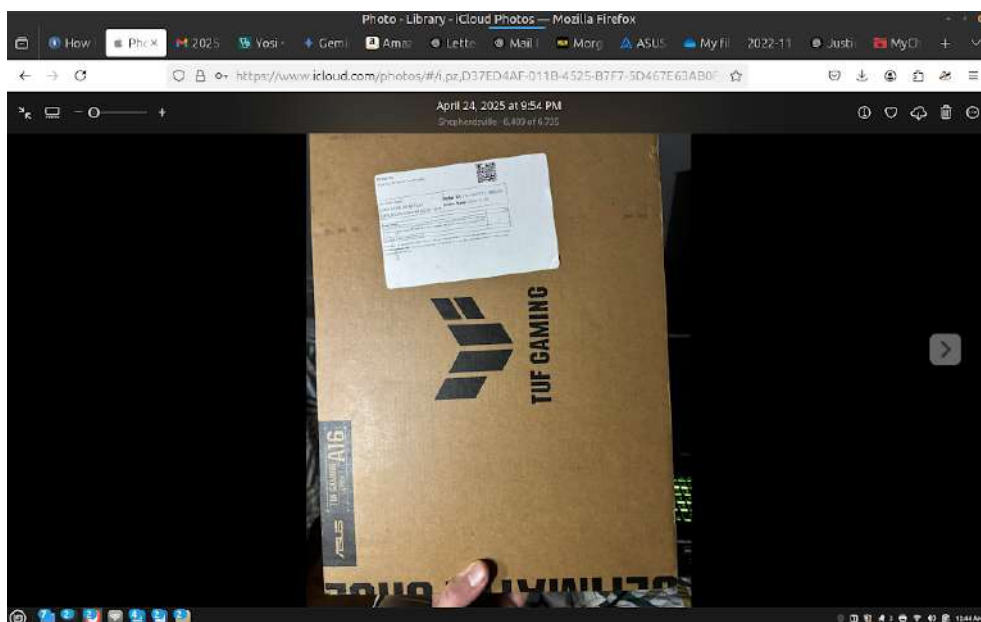
ASUS_Demand_Letter_and_Evidence_John_Fouts_FINAL_JAF_REMEDIES_UPDATED.pdf

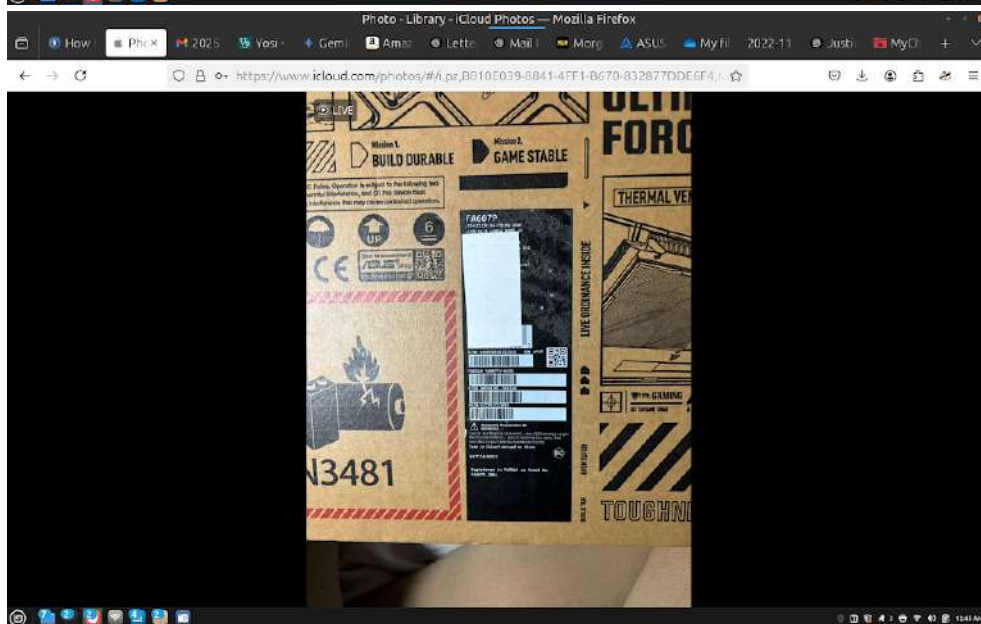
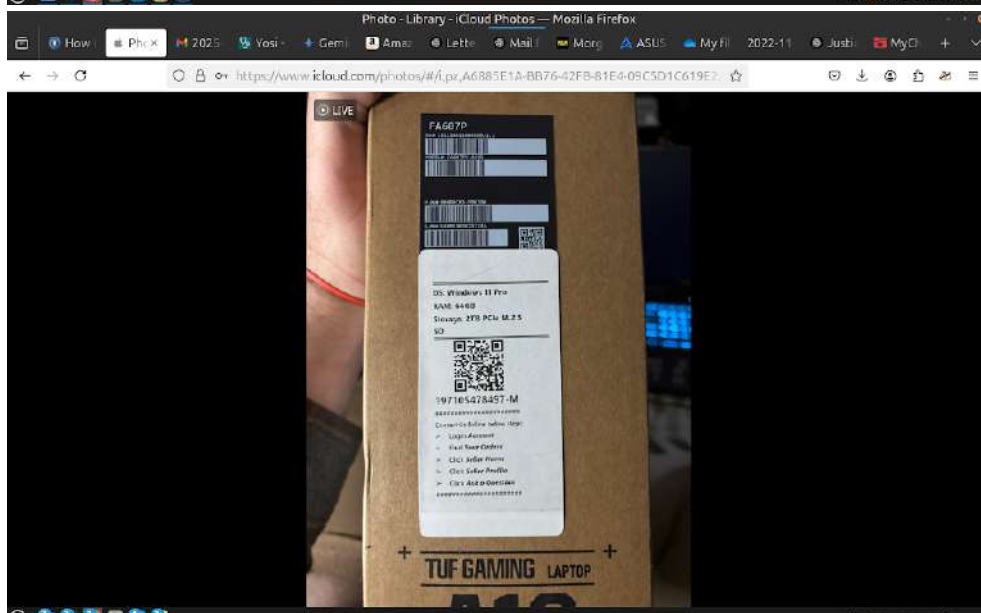
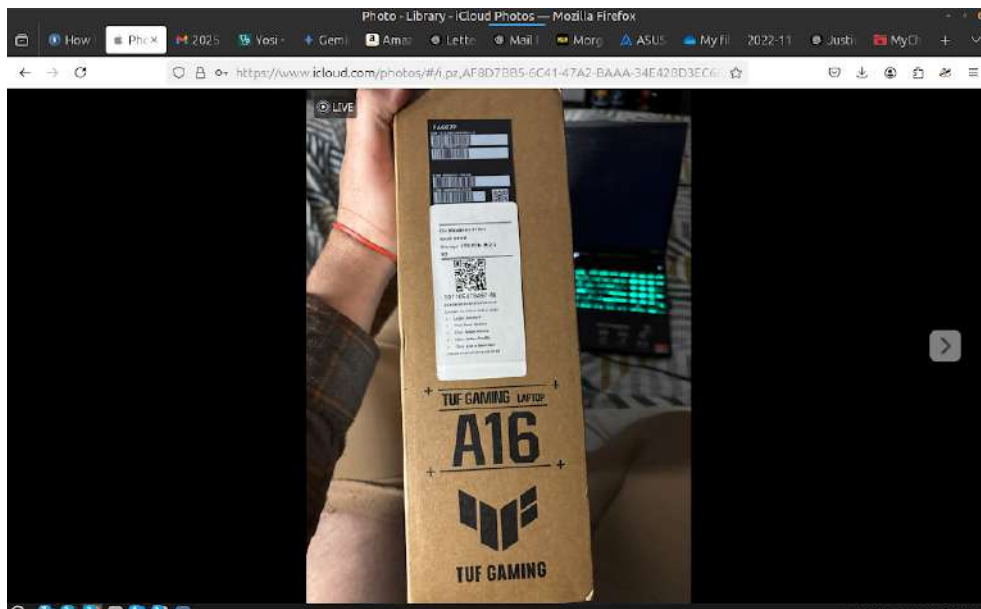
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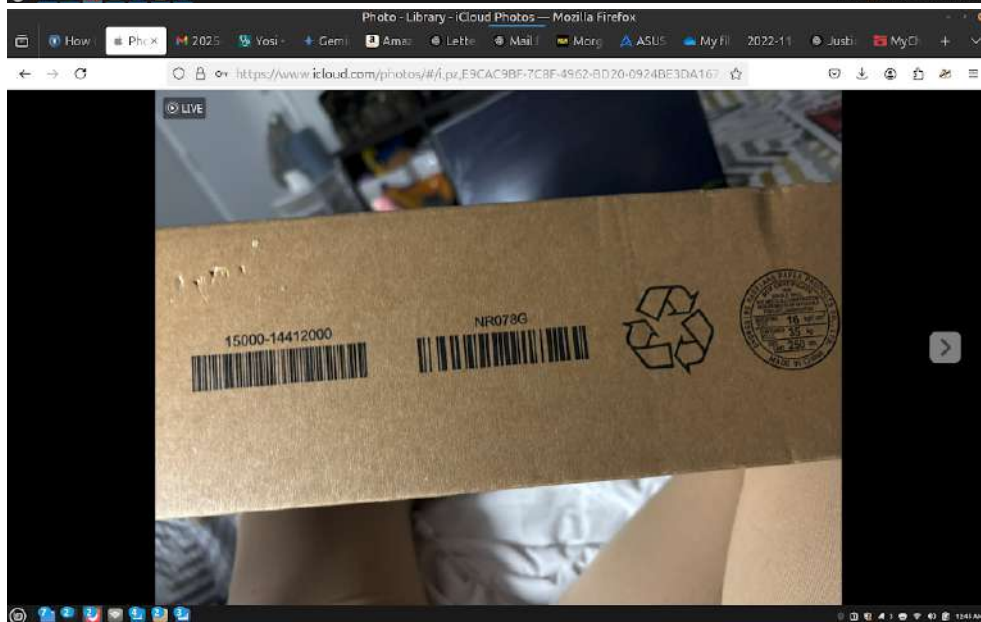
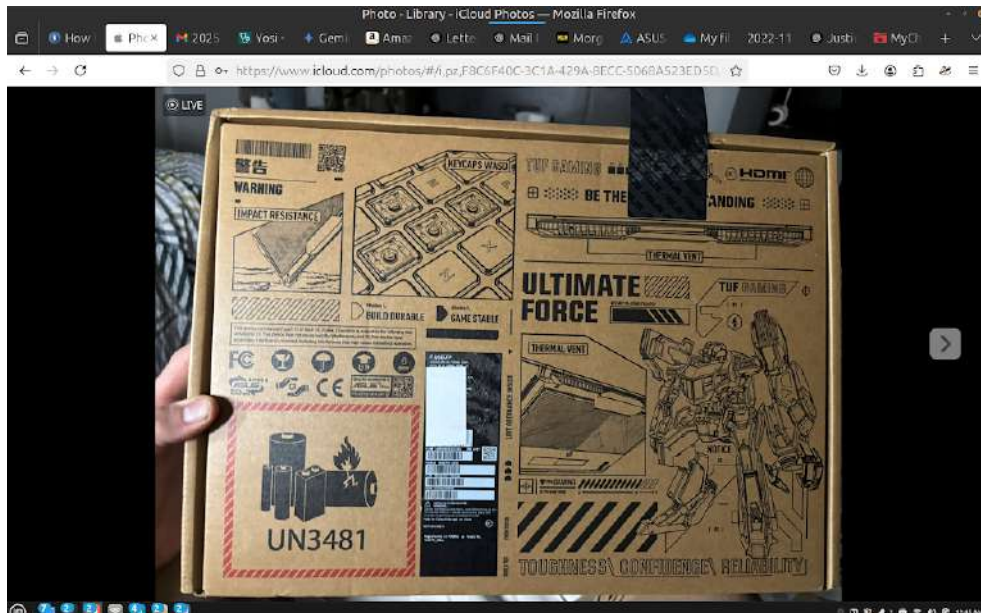
This email and any attachments to it contain confidential information and are intended solely for the use of the individual to whom it is addressed. If you are not the intended recipient or receive it accidentally, please immediately notify the sender by e-mail and delete the message and any attachments from your computer system, and destroy all hard copies. Please be advised that any unauthorized disclosure, copying, distribution or any action taken or omitted in reliance on this, is illegal and prohibited. Any views or opinions expressed are solely those of the author and do not represent those of ASUSTeK.

For pricing information, ASUS is only entitled to set a recommendation resale price. All customers are free to set their own price as they wish.

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 This email and any attachments to it contain confidential information and are intended solely for the use of the individual to whom it is addressed. If you are not the intended recipient or receive it accidentally, please immediately notify the sender by e-mail and delete the message and any attachments from your computer system, and destroy all hard copies. Please be advised that any unauthorized disclosure, copying, distribution or any action taken or omitted in reliance on this, is illegal and prohibited. Any views or opinions expressed are solely those of the author and do not represent those of ASUSTeK.

For pricing information, ASUS is only entitled to set a recommendation resale price. All customers are free to set their own price as they wish.

=====
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Address not found

Your message wasn't delivered to **ic3@fbi.gov** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 #5.1.0 Address rejected.

Final-Recipient: rfc822; ic3@fbi.gov

Action: failed

Status: 5.7.0

Remote-MTA: dns; mx-east.fbi.gov. (153.31.119.142, the server for the domain fbi.gov.)

Diagnostic-Code: smtp; 550 #5.1.0 Address rejected.

Last-Attempt-Date: Tue, 06 May 2025 21:38:50 -0700 (PDT)

 **noname**
4K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: icreateupwardspirals@gmail.com

Wed, May 7, 2025 at 12:40 AM



Address not found

Your message wasn't delivered to **legal@asus.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 #5.1.0 Address rejected.

Final-Recipient: rfc822; legal@asus.com


Action: failed

Status: 5.7.0

Remote-MTA: dns; mg.asus.com. (103.10.4.32, the server for the domain asus.com.)

Diagnostic-Code: smtp; 550 #5.1.0 Address rejected.

Last-Attempt-Date: Tue, 06 May 2025 21:40:01 -0700 (PDT)

 **noname**
4K

Wendy Vu (ACI) <wendy_vu@asus.com>
To: John Fouts <icreateupwardspirals@gmail.com>
Cc: "Wendy Vu (ACI)" <wendy_vu@asus.com>

Fri, May 9, 2025 at 1:06 PM

Dear Mr. Fouts,

Thank you for your detailed message and for taking the time to provide further clarification regarding your concerns.

After careful review of the information you've shared, and consultation with several internal teams, we want to acknowledge the seriousness of the issues you've outlined. Given the nature of the claims and the security implications involved, we kindly ask that you direct all related correspondence, documentation, and evidence to our dedicated security team. This team is best positioned to handle matters involving potential device compromise, supply chain integrity, and cybersecurity threats. You can submit your information here: <https://www.asus.com/securityadvisory/>

For additional information about our security processes and how such cases are reviewed, please refer to our official Product Security Advisory page:

- <https://www.asus.com/content/asus-product-security-advisory/>

We appreciate your cooperation in helping us ensure the integrity and security of our products, and we thank you for bringing this matter to our attention.

Best regards,

Wendy Vu | Senior Supervisor of Customer Care

Service Department | Support Section | Corporate Customer Care

Phone: 510-739-3777 ext. 65008 | Email: Wendy_Vu@asus.com

ASUS Computer International | 48720 Kato Road, Fremont, CA 94538



From: John Fouts <icreateupwardspirals@gmail.com>
Sent: Tuesday, May 6, 2025 9:39 PM
To: Wendy Vu (ACI) <wendy_vu@asus.com>
Cc: Jennifer Stover (ACI) <Jennifer_Stover@asus.com>; ic3@fbi.gov; consumer@ftc.gov; alerts@cisa.gov; Tony Han (ACI) <Tony_Han@asus.com>; Weifen1 Liu (ACI) <Weifen1_Liu@asus.com>; legal@asus.com
Subject: 2025-05-07 - 12:08 a.m. - Subject: Follow-Up on Escalated ASUS Security Case – Legal and Technical Clarification

External email : Ensure your email is secure before opening links and attachments.

Subject: Follow-Up on Escalated ASUS Security Case – Confirmed Device Compromise

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ROB BONTA

Attorney General

Consumer Complaint Against A Business/Company

Consumer Complaint Against A Business/Company

/ *Consumer Complaint Against A Business/Company*

Thank you, your submission has been sent.

A copy of your submission is shown below. **Please use your browser Print function to print this page for your records.**

Please be advised that our office cannot represent individual citizens in legal matters, and cannot give individuals legal advice.

If you need legal assistance, we suggest that you contact a private attorney. You may obtain a referral to a certified lawyer referral service by contacting the State Bar at 866-442-2529 (toll-free in California) or 415-538-2250 (from outside California), or via the State Bar website.

If you cannot afford a private attorney, you may consider contacting your local legal aid office. For a referral, visit the Legal Services Corporation and click on the Find

Legal Aid tab.

If you have information about a crime, please report the matter locally to the police department or sheriff's office. For contact information, visit the California Law Enforcement Agencies page and click on your city or county law enforcement agency.

If you are contacting our Office about the national mortgage servicing settlement with Citibank, JPMorgan Chase/Washington Mutual, Bank of America/Countrywide, Wells Fargo/Wachovia, and Ally Financial/GMAC, please visit our National Mortgage Settlement website for helpful information.

Although we do our best to respond to all e-mails as quickly as possible, due to high volume, it is possible to experience a delay. We thank you for your patience.

PUBLIC INQUIRY UNIT

Data you submitted:

| |
|--|
| Your Information |
| First Name John |
| Middle Initial R |
| Last Name Fouts |
| Address Line Presently Displaced Unlawfully Evicted Homeless |
| Address Line 2 Near Clifton Neighborhood of Louisville, KY |
| City Louisville |

State KY

Zip Code 40206

(+4)

Email Address icreateupwardspirals@gmail.com

Confirm Email Address icreateupwardspirals@gmail.com

Area Code 502

Phone Number 9560052

Are you submitting this complaint on behalf of someone else? No

Business Information (Complaint Against):

Company Name ASUS North America and its parent company ASUSTeK

Computer Inc.

Company Address Asus North America

48720 Kato Road

Company City Fremont

Company State CA

Zip Code 94538

(+4)

Area Code 510

Phone Number 7393777

Email Address wendy_vu@asus.com

Website asus.com

Complaint

Amount in dispute

\$ 10,000,000

This figure reflects the extensive, sustained, and provable damage caused by ASUS's failure to prevent, disclose, or remediate confirmed firmware-level sabotage of its own hardware — affecting both my laptop and routers. As a direct result of ASUS's negligence, concealment, and refusal to act, I and my disabled minor child have suffered:

Irreparable legal harm, including the obstruction and derailment of active federal litigation under RICO, ADA, and whistleblower statutes;

Destruction of medical evidence and disability records protected by HIPAA and 504/ADA law, resulting in worsening physical decline, lack of access to care, and systemic medical neglect;

Unlawful displacement and loss of housing, forcing survival in motels and shelters due to digital interference that made legal relief and communications impossible;

Permanent educational disruption and psychological trauma to my child, whose protected educational and therapeutic records were compromised;

Confirmed infiltration of my computing infrastructure, including ACPI manipulation, DNS redirection, ARP poisoning, stealth hypervisors, and supply chain interference;

Ongoing surveillance-grade harm, including indications of remote access, backdoor execution, and device-level behavioral control outside my consent.

ASUS was notified, acknowledged the severity, and still refused to take any corrective action — instead stonewalling, denying responsibility, and refusing to assign a legal contact or case manager. This is not a customer service dispute.

This is a civil rights and digital warfare incident, and the damages are not hypothetical.

Ten million dollars is the minimum fair demand given the measurable, escalating consequences. If not resolved directly, this amount will be pursued through multi-party litigation including state and federal claims.

Minimum Acceptable Resolution from ASUS:

Immediate Written Admission of Fault

ASUS must acknowledge in writing that its hardware — including but not limited to the TUF Gaming A16 laptop, RT-AX1800S router, and RT-AX5400 router — was shipped with or later became compromised at the firmware and/or supply chain level, and that ASUS failed to respond adequately after multiple verified reports.

Full Internal Audit Disclosure

ASUS must provide:

Full forensic metadata from internal device logs tied to my hardware serials from manufacturing through present;

Disclosure of any upstream security breaches or internal alerts;

A complete list of ASUS employees or contractors who accessed my submitted case data;

Any record of third-party (e.g. governmental, private security firm) involvement or access.

Financial Compensation

ASUS must provide no less than \$10,000,000 USD in damages to account for:

Loss of legal standing and access in active federal cases;

Medical harm, delayed care, and denied ADA access;

Educational loss and trauma to my child;

Forced displacement, housing instability, and tech replacement costs;

Emotional distress, surveillance trauma, and years of damage caused.

Lifetime Hardware Remedy

ASUS must issue a written contract offering lifetime, at-cost replacement of secure, clean devices, with open architecture and verifiable firmware, as part of

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https://www.coinbase.com/card

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Search

MKTPL*G18FC2W03 178.59 USD

AMAZON MKTPL*BH6QP90M3 \$106.36 106.36 USD Apr 18, 2025 0.5%

BEST BUY 00003335 \$66.76 66.76 USD Apr 18, 2025 0.5%

CHICK-FIL-A #02899 \$13.80 13.8 USD Apr 18, 2025 0.5%

BELLHOP \$155.10 155.1 USD Apr 18, 2025 0.5%

BELLHOP \$1,395.90 1,395.9 USD Apr 18, 2025 0.5%

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English

Advanced

Transaction details



\$66.76

| | |
|---------------|---------------------------------|
| Merchant | BEST BUY 00003335 |
| Date and time | 4/18/2025 · 7:21 PM |
| Asset | USD |
| Total USD | \$66.76 |
| Reward | 0.5% back in Bitcoin |
| Reward earned | \$0.33 |
| Status | <input type="radio"/> Completed |

Contact support

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Transaction details



\$66.76

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| Merchant | BEST BUY 00003335 |
| Date and time | 4/18/2025 · 7:21 PM |
| Asset | USD |
| Total USD | \$66.76 |
| Reward | 0.5% back in Bitcoin |
| Reward earned | \$0.33 |
| Status | <input checked="" type="radio"/> Completed |

Contact support

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Transaction details



\$66.76

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| Merchant | BEST BUY 00003335 |
| Date and time | 4/18/2025 · 7:21 PM |
| Asset | USD |
| Total USD | \$66.76 |
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| Status | <input type="radio"/> Completed |

Contact support

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Transaction details

**\$66.76**

| | |
|---------------|---------------------------------|
| Merchant | BEST BUY 00003335 |
| Date and time | 4/18/2025 · 7:21 PM |
| Asset | USD |
| Total USD | \$66.76 |
| Reward | 0.5% back in Bitcoin |
| Reward earned | \$0.33 |
| Status | <input type="radio"/> Completed |

Contact support



MOTEL 6 - SHEPHERDSVILLE
 144 Joe B Hall Ave North, Shepherdsville 40165 USA
 (502) 543-4400
 m64545bo@6franchise.com

Date Range: Apr 21, 2025 - May 15, 2025
 Tax ID :

Guest Folio

Confirmation No - 4545AGJ750

Primary Guest

Guest Name
 Address
 City / State / Zip Code
 Country

BONNIA FOUTS
 184 CEDARVIEW DRIVE
 SHEPHERDSVILLE KY 40165
 US

Additional Guests

JOHN FOUTS

Stay Details

Check In Date
 Check Out Date
 Room
 Source
 Guests

Apr 21, 2025
 May 05, 2025
 2QN - 105
 BOOKING.COM
 1/0

Company Details

Name
 Tax ID
 PO Number
 IATA
 Name

BOOKING.
 COM

Other Details

Bill Number
 Tax/Fee
 Exemption
 Tax/Fee
 Exempt Date

NO

Summary

| Type | Amount |
|----------------------|---------------|
| ROOM RENT | \$1,333.86 |
| COUNTY TAX | \$53.36 |
| OTHER TAX | \$13.34 |
| STATE TAX | \$84.07 |
| CREDIT CARD | \$1,484.63 |
| Folio Balance | \$0.00 |

Check In Time 08:03 PM

Check Out Time 08:54 AM

Page 1 of 1



MOTEL 6 - SHEPHERDSVILLE
 144 Joe B Hall Ave North, Shepherdsville 40165 USA
 (502) 543-4400
 m64545bo@6franchise.com

Date Range: Apr 21, 2025 - May 15, 2025
 Tax ID :

Guest Folio

Confirmation No - 4545AGJ750

Primary Guest

Guest Name
 Address
 City / State / Zip Code
 Country

BONNIA FOUTS
 184 CEDARVIEW DRIVE
 SHEPHERDSVILLE KY 40165
 US

Additional Guests

JOHN FOUTS

Stay Details

Check In Date
 Check Out Date
 Room
 Source
 Guests

Apr 21, 2025
 May 05, 2025
 2QN - 105
 BOOKING.COM
 1/0

Company Details

Name
 Tax ID
 PO Number
 Travel Agent
 Name

BOOKING.
 COM

Other Details

Bill Number
 Tax/Fee
 Exemption
 Tax/Fee
 Exempt Date

NO

Summary

| Type | Amount |
|----------------------|---------------|
| ROOM RENT | \$1,333.86 |
| COUNTY TAX | \$53.36 |
| OTHER TAX | \$13.34 |
| STATE TAX | \$84.07 |
| CREDIT CARD | \$1,484.63 |
| Folio Balance | \$0.00 |

Check In Time 08:03 PM
 Check Out Time 08:54 AM

RIGGS TIRE & AUTO SERVIC
9905 Taylorsville Rd
LOUISVILLE KY 40299
502-653-7777

Auto Service 064294

04/22/2025 16:28
Sale

DATE 4/22/25

Trans:1 Batch:449
VISA MANUAL
*****6685 ***/**

AMOUNT: \$1396.00
Non-Cash Charge \$48.86
TOTAL: \$1444.86

| NO. | CHARGE | ON. ACCT. | MDSE. RETD. | PAID OUT |
|-----|--------|-----------|-------------|----------|
| | | | | |

Resp: APPROVAL 693247
Code: 693247
Ref#: 511220334675

| NO. | PRICE | AMOUNT |
|-----|-------|--------|
| | | |

Cardholder acknowledges receipt of goods and obligations set forth by the cardholder's agreement with issuer.
CUSTOMER COPY

Thank You
Powered By ValorPay(v1.2.90)

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Chris

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|----|--|---------------|--|
| 8 | | | |
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| 10 | | tw 96.00 | |
| 11 | | | |
| 12 | | | |
| 13 | | total 1696.00 | |
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| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |



[Handwritten signature]

RECEIVED BY *[Handwritten signature]*

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11



John Fouts <icreateupwardspirals@gmail.com>

You're approved to shop at Riggs Tire And Auto Service!

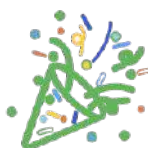
1 message

Snap Finance <customer@snapfinance.com>

Tue, Apr 22, 2025 at 4:19 PM

Reply-To: customer@snapfinance.com

To: icreateupwardspirals@gmail.com



You've been approved for \$ 300.00! It expires on 06/20/2025

Next Steps

Shop at Riggs Tire And Auto Service

When you visit a Snap Partner, let them know you're already approved. When checking out, use your Snap approval for a fast, easy transaction.

Riggs Tire And Auto Service
[10104 Taylorsville Rd, Louisville, Kentucky, 40299 5026537777](https://www.riggstireandautoservice.com)
[riggstireandautoservice.com](https://www.riggstireandautoservice.com)

[Open in Maps](#)

Standard Lease

For the lowest payment amount, Snap sets up automatic payments over the full term of your lease, typically 12-18 months.

What could your payments look like?

We estimated your payment plan based on the maximum amount you may use.

18 Monthly payments of \$39.17

Enjoy savings when you pay off your lease agreement early

Early Ownership Options

You have options to pay off early and reduce your overall cost.

100-Day Option

Lowest overall cost when you pay before 100 days

Early Buyout Option

Enjoy savings when you pay off before the full term of your lease

Once you've received the merchandise, you can exercise one of these options. Please go to customer.snapfinance.com or call 877-557-3769.

You may cancel your lease at anytime by notifying and returning the merchandise to Snap.

**Sincerely,
Your Snap Finance Team**

Have questions?

Visit our [Help](#) page for answers to commonly asked questions. You can also chat with us there.



Snap Finance, PO Box 26561, Salt Lake City,
Utah 84126, United States



Privacy | Terms and Conditions

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This email was sent by an unmonitored email. If you would like to reply, please email customer@snapfinance.com

[Dashboard](#)[Help](#)[Settings](#)[Log Out](#)

Welcome back, John Fouts

[Details](#)[Transactions](#)[Ownership Options](#)[Lease Agreement](#)

Application ID: 2504220NCBKY

[Make an Additional Payment](#)

Merchant Information

 **Riggs Tire And Auto Service**

10104 Taylorsville Rd, Louisville, KY 40299

Payment Details

| | |
|--|--------------|
| NEXT PAYMENT AMOUNT | \$41.52 |
| NEXT PAYMENT DATE | MAY 27, 2025 |
| TOTAL PAID TO DATE | \$0.00 |
| REMAINING AMOUNT FOR MAXIMUM NUMBER OF RENEWAL PERIODS | \$747.30 |
| REMAINING AMOUNT FOR 100-DAY OPTION | \$377.00 |

Cancel Lease Agreement

If you wish to cancel your lease agreement, please call Snap Customer Care at

[800-222-8576](tel:800-222-8576) to arrange for the return and surrender of the merchandise.

Payment Methods

To use a different bank account, call Snap Customer Care at [877-557-3769](tel:877-557-3769).



PRIMARY

Stride Bank, National Association

••••9286



**Add Another
Payment Method**

[Privacy](#) [Terms](#) [Financing](#)

© 2025 Snap Finance




Your receipt from Airbnb



Receipt ID: RC5BJJ243A · May 8, 2025

Louisville

30 nights in Louisville

Sat, May 10, 2025 → Mon, Jun 9, 2025 

Entire home/apt · 2 beds · 2 guests · 2 pets

Hosted by Sara Boyle

Confirmation code: HMMT3QFX45

[Go to itinerary](#) · [Go to listing](#)

Traveler: Bonnia Cook Fouts

Cancellation policy

This reservation is non-refundable.

Cutoff times are based on the listing's local time

| | |
|----------------------------|-------------------|
| \$65.77 x 30 nights | \$1,973.00 |
| Airbnb service fee | \$278.55 |
| Airbnb service fee savings | -\$69.06 |
| Total (USD) | \$2,182.49 |

| | |
|-----------------------------|-------------------|
| VISA **** 8075 | \$2,182.49 |
| May 8, 2025, 6:26:18 PM EDT | |
| Amount paid (USD) | \$2,182.49 |

Have a question?

Find details about payments and refunds in [your payments](#), or try the [Help Center](#).

Occupancy taxes

Occupancy Taxes include General Sales and Use Tax (Kentucky), Accommodations Tax (Jefferson).

Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Price to Airbnb Payments, your payment obligation to your Host is satisfied. Refund requests will be processed in accordance with: (i) the Host's cancellation policy (available on the Listing); or (ii) Rebooking and Refund Policy Terms, available at www.airbnb.com/terms. Questions or complaints: contact Airbnb Payments, Inc. at +1 (844) 234-2500.

Airbnb Stays, Inc.

The contracting entity is Airbnb Stays, Inc. which jointly controls data processing with Airbnb Ireland UC.

Payment processed by:

Airbnb Payments, Inc.
888 Brannan Street, San Francisco, CA
94103

Airbnb, Inc.
888 Brannan St, San Francisco, CA 94103
www.airbnb.com





John Fouts <icreateupwardspirals@gmail.com>

2025-05-13 - Evening - Yes - Renters Insurance Claim Submission Please - Re: [EXTERNAL] Preliminary Notice of Claim – Unlawful Displacement and Property Loss - 2025-05-11

4 messages

John Fouts <icreateupwardspirals@gmail.com>
To: Will Flowers <will.flowers.vab3yr@statefarm.com>
Bcc: jaquelynplayz@gmail.com

Wed, May 14, 2025 at 12:11 AM

Subject: Renters Insurance Claim – Displacement, Property Loss, and Follow-Up

Hi Will,

Thank you again for your continued support — I really appreciate your responsiveness, especially during such an overwhelming time. I'm writing to follow up on the renters insurance claim I sent you as preliminary earlier this week, and to provide additional details as requested.

For claim purposes, I am designating **March 15, 2025** as the official date of loss. This was the date when the unlawful displacement events escalated, and key property interference and damage became evident.

As mentioned in my prior message, I've been displaced from protected housing due to ongoing civil rights violations and active federal complaints (to list a few: ADA, 504, whistleblower, and housing discrimination - this list is not all inclusive).

This has required me to pay out-of-pocket costs for emergency motel, hotel, and Airbnb stays, along with other associated costs and with costs still ongoing due to the lack of assistance from government housing agencies.

As of today, I have received no help or resolution from HUD (Housing and Urban Development), PIH (Public and Indian Housing - oversees the voucher programs), LMHA (Louisville Metro Housing Authority), the Indiana Housing Authority, or CASI (Community Action of Southern Indiana).

Regarding property damage, I want to provide more detail and clarification:

- **Laptop (ASUS TUF Gaming A16):** Compromised by firmware-level malware. Behavior consistent with a rootkit; now functionally unusable and digitally untrustworthy.
- **Two routers:** Both tampered with and digitally hijacked - both ASUS brand.
- **Router #1 – ASUS RT-AX1800S**
- **Router #2 – ASUS RT-AX5400**
- Both routers were hijacked through persistent man-in-the-middle (MITM) attacks and packet injection. Syslog evidence indicates:
 - DNS redirection and spoofing (including false DNS responses to sensitive domains)
 - ARP table poisoning and network impersonation
 - Enforced dual NAT behavior inconsistent with expected static routing
 - Remote connection attempts and frequent unsolicited port scans originating from external IPs
 - Unauthorized firmware behavior and unlogged rebootsThese behaviors rendered the routers fundamentally compromised. Forensic inspection showed traffic

manipulation potentially linked to surveillance-grade intrusion.

- **Smartphone iPhone15+ (T-Mobile carrier):** Impacted by unauthorized processes and surveillance-level behavior including connecting to towers that do not exist in any public database and baseboard level firmware compromise on the device itself and hard factual evidence of processes started by "Unknown" and memory being "dirtied" etc...
- **Personal vehicle:** While parked onsite at the rental location (at that time: 2904 Sitka Dr. L29, Louisville, KY 40299 [Jeffersontown]), my car was sabotaged — including a destroyed power steering pump, a slashed serpentine belt, drained brake fluid, and depleted oil levels.
- So far, I've spent **\$1,700 on repairs**, and the vehicle is still in the shop. Vehicle work was done at Rigg's Auto in Jeffersonville and the vehicle is still there presently.
- I also had to have it towed at a cost of **\$100**, which was processed through my auto policy.

I understand that renters policies typically don't cover vehicles, but due to the **unique nature of this event — including where it occurred and how it aligns with the other damages and displacement — I'd like to ask if any of these car-related costs may qualify for coverage or partial reimbursement.**

Given that you're also my auto insurance agent, I thought it would be helpful to review this as part of the bigger picture.

Also, since my vehicle remains undriveable, I'd like to know whether **temporary transportation or rental vehicle costs** may be covered under renters insurance when tied to unlawful displacement or site-based sabotage.

I am entirely without transportation of my own right now, which is making access to medical care and legal support extremely difficult.

Finally, I'm standing by with documentation — receipts, logs, photographic evidence, and anything else you may need to get this claim moving forward. Please let me know what's next and how I can assist.

If there are any ancillary items that I might qualify for that I have not explicitly listed, I'd like to know about those too please. I am still in disbelief that I am being forced to deal with all of this malice.

Given the complexity and seriousness of the events described, I respectfully request that this claim be prioritized and expedited. I am standing by to provide any further evidence or affidavits needed to support rapid processing.

With gratitude,

John R. Fouts, MBA

Temporary Location: Near Clifton, Louisville, KY
Phone: (502) 956-0052 (Text Only)
Email: icreateupwardspirals@gmail.com

=====

On Mon, May 12, 2025 at 4:50 PM Will Flowers <will.flowers.vab3yr@statefarm.com> wrote:

Received,

Just to confirm, are you wanting to get a renters insurance claim in? If so, I would just need a specific date of loss, instead of March 2025. Ex.) March 15th, 2025...

Thanks!

Will Flowers

502-222-0105

From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Sunday, May 11, 2025 5:44 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Subject: [EXTERNAL] Preliminary Notice of Claim – Unlawful Displacement and Property Loss - 2025-05-11

John R. Fouts, MBA

Temporary Location: Near Clifton, Louisville, KY

Phone: (502) 956-0052 (Text Only)

Email: icreateupwardspirals@gmail.com

Date: May 11, 2025

To:

Will Flowers, Agent

State Farm Insurance

[Insert Agent Contact Info, if available]

Subject: Preliminary Notice of Claim – Unlawful Displacement and Property Loss

Dear Mr. Flowers,

This letter serves as **preliminary notice** of a significant property loss and disruption event tied to unlawful displacement, verified civil rights violations, and active federal complaints (including ADA, 504, and housing protection claims currently under federal investigation). I am filing under my renters policy for events that occurred beginning in March 2025 and are still ongoing.

Due to forced displacement and inability to return to protected housing, I have had to pay out of pocket for emergency accommodations including motel and Airbnb stays. These were made necessary solely due to unlawful actions that remain under litigation.

Additionally, the following property was damaged, tampered with, or rendered unusable:

- **Laptop (ASUS Tuf Gaming A16)** – rendered permanently untrustworthy due to firmware compromise, verified rootkit behavior, and forensic malware analysis.
- **Two routers** – firmware-tampered and digitally hijacked.
 - **ASUS RT-AX1800S**
 - **ASUS RT-AX5400**
- **Smartphone** – hijacked by unauthorized processes, impacting daily function and privacy.
- **Personal vehicle** – suffered physical sabotage: power steering pump destroyed, serpentine belt slashed, brake fluid drained, and two quarts of oil mysteriously removed. \$1,700 in immediate repairs were performed, but the vehicle remains out of commission with continuing related issues.
- **Loss of housing stability** – forced extended stays in multiple hotels, motels, and now Airbnb housing, totaling thousands of dollars. Some costs were fronted by family, and reimbursement may be directed to them accordingly.

Please note: **Although I am reporting my laptop, smartphone, and routers as compromised and functionally**

unusable, I cannot surrender these devices at this time. They constitute **critical forensic evidence in an ongoing federal matter** involving cyberespionage, unlawful surveillance, and civil rights violations. I am therefore requesting that their value be evaluated and considered for replacement coverage, while I **retain physical possession of the originals** under chain-of-custody for legal and investigative purposes.

This is a **preliminary notice**. Additional items, receipts, supporting documents, and affidavits may be submitted upon request or as I regain physical access to archived records. I am preparing a full submission package but need to ensure coverage is not prejudiced by delay in initial notification.

Thank you for your time and understanding. Please confirm receipt and advise on next steps for filing.

Sincerely,

John R. Fouts, MBA

Pro Se Litigant | ADA-Protected Whistleblower

P. 502.956.0052 (Text Only)

F. 502.996.8246 (HIPAA Compliant)

E. icreateupwardspirals@gmail.com

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Wed, May 14, 2025 at 6:54 PM

As requested, I have assisted with getting the claim submission in. Claim # 17-84S076M

Claim handler will contact you after the initial claim review.

Pertaining to the vehicle, there is currently no extension of coverage from the renter's policy to allow for a rental car. Claim handler will verify this but as far as I can research there is no coverage for temporary transportation or rental vehicle costs.

[Quoted text hidden]

John Fouts <icreateupwardspirals@gmail.com>
To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Thu, May 15, 2025 at 3:25 AM

=====

Thank you Will - for helping to get things rolling - I appreciate your help more than you can possibly realize at a time like this.

=====

[Quoted text hidden]

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Thu, May 15, 2025 at 1:10 PM

You're welcome!

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

2025-05-14 - Just making sure you received my message I sent last night

2 messages

John Fouts <icreateupwardspirals@gmail.com>

Wed, May 14, 2025 at 4:37 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Will,

Because my phone and laptop and routers have been compromised (confirmed) with cyberespionage level threat, hypervisor unauthorized unlawful surveillance etc..., sometimes my communications are intercepted or redirected and recipients never receive the communication...

Please confirm you received my email from last night. Thank you.

John R. Fouts, MBA

Will Flowers <will.flowers.vab3yr@statefarm.com>

Wed, May 14, 2025 at 6:38 PM

To: John Fouts <icreateupwardspirals@gmail.com>

Yes, I received it.

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

2025-05-15- Follow-Up - Claim Number: 17-84S0-76M - 03/15/2025 Incident - John R. Fouts

1 message

John Fouts <icreateupwardspirals@gmail.com>

Fri, May 16, 2025 at 2:36 AM

To: statefarmfireclaims@statefarm.com

Bcc: gettingthriftywithit@gmail.com, "happyhippiethrifiers@gmail.com" <happyhippiethrifiers@gmail.com>

Subject: Urgent ADA-Protected Follow-Up – Claim #17-84S0-76M – 03/15/2025 Incident

Dear Ms. Williams,

I am following up regarding **Claim #17-84S0-76M**, which I filed on March 15, 2025, and was acknowledged via auto-response on May 14. As of today, I have received **no additional communication, documentation request, or follow-up**, which is deeply concerning given the severity and scope of my claim.

As a reminder, this claim includes:

- **Unlawful displacement and loss of housing use**
- **Targeted destruction and sabotage of critical personal property**, including but not limited to:
 - My **iPhone 15 Plus**, which was intentionally compromised through digital interference. The device experienced behavioral anomalies consistent with **unauthorized remote access, OS-level tampering, and surveillance-based intrusion**, rendering it unsafe and unusable
 - My ASUS Tuf A16 Laptop
 - 2 ASUS ROUTERS -- Will Flowers, my agent, told me he has already provided you with this information but I am providing again in case you do not have it for whatever reason - (multiple routers showing clear signs of hardware manipulation, including BIOS/firmware-level compromise and network behavior consistent with packet injection and MAC spoofing)
 - An **ASUS RT-AX1800S Wi-Fi 6 router**, which exhibited persistent outbound traffic, unauthorized DNS redirection, and firmware-level compromise consistent with remote intrusion and surveillance tampering. Factory resets failed to resolve the issue, and multiple logs were collected and reported to ASUS Global Security.
 - An **ASUS AX5400-class router**, also Wi-Fi 6, that showed advanced manipulation of internal routing, MAC spoofing, and potential traffic interception. This device was linked to continued network compromise even after device and account resets.
 - Destruction, loss, or obstruction of critical legal, medical, and evidentiary documents tied to ongoing federal whistleblower and civil rights complaints
- **Vehicle sabotage**, including power steering failure, mechanical tampering (belts, oil, brake fluid), and a secondary mechanical breakdown immediately following repairs. \$1700 in repairs already expended - then broke down in Shepherdsville after being picked up from shop - had to be towed - used auto policy for towing but still had to pay approximately \$100 out of pocket. Vehicle remains in shop - related to tampering directly associated with rental unit address and retaliation experience and discrimination. Car is in shop still today due to needing more work. I've asked for an updated repair estimate which I can forward to you once received. It is at Rigg's Auto in Jtown.
- **Rental Unit** - have had to rent extra storage unit due to unlawful illegal displacement/eviction without cause also tied to situation described. See attached receipt/notification - Extra Space Storage.

This claim is part of an ongoing series of **civil rights violations currently under federal legal review**, and I am a **disabled policyholder** with active protections under the ADA. I require all future correspondence by **email only** due to verified postal interference and mobility restrictions.

Please provide a status update on this claim no later than Monday May 19th, by close of business (5 p.m. EST), including:

1. What progress has been made
2. Any additional documentation you require from me
3. A timeline for preliminary review and resolution

Failure to respond may be documented as a **violation of my federal rights to timely and accessible service** as a disabled claimant.

Thank you for your attention and prompt follow-through. As a reminder, there may be additional costs associated - as of right now - I remain unlawfully displaced and homeless and must continue to have shelter - I am medically fragile.

=====

Just to be sure I was clear above:

◆ **Losses Incurred**

- **Unlawful displacement and loss of housing use**
- **Targeted destruction and sabotage of personal property**, including:
 - **iPhone 15 Plus**, intentionally compromised by digital interference. Device experienced OS-level tampering, unauthorized remote access, and surveillance-based intrusion. Now unusable.
 - **ASUS TUF A16 Laptop**, also digitally compromised.
 - **Two ASUS routers**, showing BIOS/firmware tampering, MAC spoofing, and packet injection:
 - **ASUS RT-AX1800S** (persistent unauthorized DNS redirects and outbound traffic; logged and reported to ASUS Global Security)
 - **ASUS AX5400-class** (internal routing and spoofing persisted even after resets)
- **Loss/destruction of critical legal, medical, and evidentiary records**, tied to federal whistleblower and civil rights complaints
- **Vehicle sabotage**, including:
 - Power steering failure, belt and fluid tampering
 - \$1,700 in repairs already paid
 - Second breakdown after pickup; required towing (used auto policy) and \$100 out-of-pocket
 - **Vehicle remains in shop at Rigg's Auto, Jeffersontown**
 - Awaiting new estimate—will forward when received
- **Forced storage rental** due to illegal displacement from residence (see attached Extra Space Storage receipt)
- **Emergency relocation costs** directly associated with unlawful displacement
- Includes **professional mover fees** for transporting essential belongings from former residence to temporary housing or storage - BellHop = \$1395.90 + \$155.10 + additional cost of shipping supplies - can be itemized as needed for the additional supplies.

Sincerely,

John R. Fouts, MBA

E. icreateupwardspirals@gmail.com

P. 502.956.0052 (Text Only - ADA Accommodations)

F. 502.996.8246 (HIPAA Compliant)

Policyholder – State Farm Fire and Casualty

Claim #17-84S0-76M

Date of Loss: 03/15/2025

----- Forwarded message -----

From: <statefarmclaimsmessaging@statefarmclaims.com>

Date: Wed, May 14, 2025 at 2:59 PM

Subject: We Have Received Your Claim.

To: <ICREATEUPWARDSPIRALS@gmail.com>



Claim Number: 17-84S0-76M

Date of Incident: 03/15/2025



Hello, John. We have your claim.

We received your loss report and your claim team is working on it. Remember to keep all receipts, photos and damaged items related to the loss.

Things you can do

Use your Claims Hub on [our app](#) or [online](#) to view your claim details.

On the hub, you can also

- View financial or personal information.
- Set up or manage your electronic payment preferences.

Your Claim Contact

Robin Williams

statefarmfireclaims@statefarm.com

844-458-4300, ext. 61096

MONDAY - SATURDAY : 7 am - 7 pm

SUNDAY : closed

Save the State Farm® claims number to your phone or text **HOME** to 62789 for your claim contact card.

Email intended for: John Fouts

Please do not reply to this message. This email was sent from a notification-only address that cannot accept incoming emails.

If you need to call us and you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

You received this email at ICREATEUPWARDSPIRALS@GMAIL.COM because you have a State Farm policy/account or there is a policy/account for which you have legal authority to represent the named insured (e.g. business entity, trust or estate); or you requested information from State Farm.

For your protection, do not include sensitive personal information such as Social Security Number, credit/debit card number, financial account number, driver's license number, or health/medical information in an email. Call your State Farm agent or State Farm customer service to discuss sensitive information.

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Like a good neighbor, State Farm is there.®

State Farm Fire And Casualty Company

17 attachments



IMG_2959.jpg
73K



IMG_3739.jpg
369K



IMG_3864.PNG
405K



2025-05-15-Riggs-Auto-Shop-Pic-2.jpeg
4301K



2025-05-15-BellHop-Moving-Fees-Screenshot from 2025-05-15 22-34-42.png
243K



2025-05-02-AX1800S-ASUS-Router-Purchase-Amazon.com - Order 112-4220555-6151413.pdf
66K



2025-05-02-AX1800-ASUS Account-More-Info-John-R-Fouts.pdf
87K



2025-05-02-Tuf-Gaming-A16-Details-From-Registered-ASUS-Dot-Com-Product-John-R-Fouts-ASUS Account.pdf
100K




2025-05-09-ASUS-Acknowledges-The-Seriousness-and-Gravity-Of-The-Security-Major-Issues-and-Implications-Gmail - 2025-05-07 - 12_08 a.m. - Subject_ Follow-Up on Escalated ASUS Security Case – Legal and Technical Clarification.pdf
4119K



2025-05-13-Asus-CA-AG-Complaint-Consumer Complaint Against A Business_Company _ State of California - Department of Justice - Office of the Attorney General.pdf
136K




2024-11-08-ASUS-Tuf-Gaming-A16-Order-Receipt-Amazon.com - Order 112-3607373-1968200.pdf
63K

 **2025-05-15-Your receipt from Airbnb-Fouts.pdf**
54K

 **2025-05-15-Motel-6-Shepherdsville-Expense-Fouts-20250515_204027.jpg_compressed.pdf**
80K

 **2025-05-15-BestBuy-Router-Purchase-ASUS-5400-Coinbase Card · Coinbase.pdf**
230K

 **2025-05-15-SNAP-Finance-Riggs-Auto-Detail-Fouts-Customer Portal.pdf**
40K

 **2025-05-15-Riggs-Auto-Shop-SNAP-Finance-Approval-For-300-Gmail - You're approved to shop at Riggs Tire And Auto Service!.pdf**
93K

 **2025-05-15-Riggs-Auto-Pic-1_compressed.pdf**
174K



John Fouts <icreateupwardspirals@gmail.com>

2025-05-22 - Formal Rebuttal – False Claim Summary by Robin Williams (Claim #17-84S0-76M)

3 messages

John Fouts <icreateupwardspirals@gmail.com>

Thu, May 22, 2025 at 10:13 PM

To: statefarmfireclaims@statefarm.com, Will Flowers <will.flowers.vab3yr@statefarm.com>

Dear Will,

I'm reaching out to you directly as my State Farm agent to request your immediate assistance with a serious matter involving my recent claim submission. On May 22, 2025, I had a detailed call with Claim Specialist Robin Williams to report on the urgent situation involving the digital sabotage, targeted tampering of my property and vehicle, and unlawful displacement that you are aware of as I started this process with you as you are my agent.

Despite a clear, thorough, and recorded conversation—during which I actively discussed in detail, the claim, discussed submitted evidence, requested legal review if necessary, and asked for expedited processing—

Ms. Williams issued a written summary that misrepresents our discussion entirely, falsely stating that I was "making a record only." This is both untrue and deeply harmful, especially considering the active endangerment and federal implications of this case.

I've attached a formal rebuttal letter, a transcript of the call, and a copy of her inaccurate summary. Her statements are easily provably false. If necessary, I will bring this matter to the courtroom, however, I am hoping it does not have to go that route. State Farm is supposed to be a protective agency not an agency of malice....

Will, I am asking you to please:

1. Ensure this matter is escalated immediately within State Farm, and
2. Elevate this to appropriate upper-level and legal leadership inside the company.

I am a vulnerable, federally protected individual actively reporting serious misconduct and am now facing obstruction even from my insurer. This cannot stand - and it will not if brought for evaluation in a court of law.

Please make sure the information also is documented within my claim itself.

Thank you for your attention and urgent action.

Sincerely,

John R. Fouts

icreateupwardspirals@gmail.com

Policy #: 17L917679

Claim #: 17-84S0-76M

Date of Loss: March 15, 2025


P. 502.956.0052

F. 502.996.8246

3 attachments

 **2025-05-22-John-R-Fouts-State-Farm-Claim-Rebuttal-To-State-Farms-Provably-False-Statements.pdf**
11K

 **2025-05-22-ROBIN-WILLIAMS-FALSE-STATEMENT-CLAIM-STATE-FARM-FC0018081_0046901969626.pdf**
84K

 **insurance_claim_follow-up.pdf**
13K

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Fri, May 23, 2025 at 3:46 PM

Got it,

I submitted into the claim as requested and have documented in the claim per your request.

Will Flowers

502-222-0105

[Quoted text hidden]

John Fouts <icreateupwardspirals@gmail.com>
To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Fri, May 23, 2025 at 7:06 PM

Thank you for passing that along. How can I reach upper leadership at State Farm?

Will - you have always been helpful and responsive - unfortunately - I am not having that same good experience with the other sections of State Farm (e.g. Robin Williams) - so if you could please pass this whole situation along to upper leadership/management. It would be very much appreciated.

I have also attached, now, the actual recording of the call itself (Kentucky is a one way state requiring only one party to consent - and I consent - just as an FYI in case there are any attempted blockages there).

Please also add this actual audio file to the case as well. That way there can be absolutely no question raised of the false statements provided by Robin Williams.

John R. Fouts, MBA

P. 502.956.0052

F. 502.996.8246

E. icreateupwardspirals@gmail.com

John R. Fouts

[Quoted text hidden]

 **2025-05-22-State-Farm-Call-Robin-Williams-Agent-Claims.m4a**
22663K



John Fouts <icreateupwardspirals@gmail.com>

2025-06-03 - CONTINUING TO FOLLOW UP ON NON-RESPONSIVENESS OF CLAIMS - Re: [EXTERNAL] 2025-05-22 - Formal Rebuttal – False Claim Summary by Robin Williams (Claim #17-84S0-76M)

2 messages

John Fouts <icreateupwardspirals@gmail.com>

Tue, Jun 3, 2025 at 9:59 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>, robin.williams@statefarm.com, media@statefarm.com

Subject: Urgent Follow-Up: Request for Action on Claim and False Statements by Robin Williams

Dear Will,

I hope this message finds you well. As per our previous correspondence, I have yet to receive any meaningful communication or updates regarding my claim.

Instead, I've been met with a false and damaging summary by Robin Williams and I submitted the recording of the call as an official part of the claim so there can be absolutely no confusion there.

This not only undermines the integrity of my claim but also places me in an increasingly precarious situation.

As I mentioned in my earlier email, I have provided concrete evidence of the issues surrounding my property and vehicle.

However, Robin Williams' false statement—claiming that I did not want to pursue the claim—is a clear misrepresentation of the facts.

I did, in fact, file the claim, and I want to reiterate that my claim is not only valid but critical to my current circumstances.

Please escalate this matter immediately within State Farm. I request that this be forwarded to upper leadership, including legal oversight, to address the discrepancies and hold Robin Williams accountable for the false information. I've also copied your media department on this so they too will be aware of the situation.

I demand immediate assistance upon receipt of this email. The situation cannot be allowed to stand any longer, and swift action is required to address the false statements and prevent further damage to my case and my character.

Additionally, I would appreciate receiving the contact details for any individuals involved in overseeing claims management, especially those at the leadership level who can help rectify this situation expeditiously.

I have already added the full recording of the call, the transcript, and my formal rebuttal to my claim file for your reference. These documents serve as irrefutable evidence of the misinformation provided by Robin Williams.

Your prompt action is necessary to avoid further legal escalation.

I look forward to your timely response. All correspondence and communication must occur in writing per ADA.

Confirm receipt of this email upon receipt.

Sincerely,

John R. Fouts, MBA

icreateupwardspirals@gmail.com

Phone: 502.956.0052 (Txt only - ADA Accommodations)

Fax: 502.996.8246 (HIPAA Compliant)

On Fri, May 23, 2025 at 3:06 PM John Fouts <icreateupwardspirals@gmail.com> wrote:

| Thank you for passing that along. How can I reach upper leadership at State Farm?

Will - you have always been helpful and responsive - unfortunately - I am not having that same good experience with the other sections of State Farm (e.g. Robin Williams) - so if you could please pass this whole situation along to upper leadership/management. It would be very much appreciated.

I have also attached, now, the actual recording of the call itself (Kentucky is a one way state requiring only one party to consent - and I consent - just as an FYI in case there are any attempted blockages there).

Please also add this actual audio file to the case as well. That way there can be absolutely no question raised of the false statements provided by Robin Williams.

John R. Fouts, MBA

P. 502.956.0052

F. 502.996.8246

E. icreateupwardspirals@gmail.com

John R. Fouts

On Fri, May 23, 2025 at 11:46 AM Will Flowers <will.flowers.vab3yr@statefarm.com> wrote:

Got it,

I submitted into the claim as requested and have documented in the claim per your request.

Will Flowers

502-222-0105

From: John Fouts <icreateupwardspirals@gmail.com>

Sent: Thursday, May 22, 2025 6:13 PM

To: HOME CLMS-FIRECLAIMS <statefarmfireclaims@statefarm.com>; Will Flowers <will.flowers.vab3yr@statefarm.com>

Subject: [EXTERNAL] 2025-05-22 - Formal Rebuttal - False Claim Summary by Robin Williams (Claim #17-84S0-76M)

Dear Will,

I'm reaching out to you directly as my State Farm agent to request your immediate assistance with a serious matter involving my recent claim submission. On May 22, 2025, I had a detailed call with Claim Specialist Robin Williams to report on the urgent situation involving the digital sabotage, targeted tampering of my property and vehicle, and unlawful displacement that you are aware of as I started this process with you as you are my agent.

Despite a clear, thorough, and recorded conversation—during which I actively discussed in detail, the claim, discussed submitted evidence, requested legal review if necessary, and asked for expedited processing—

Ms. Williams issued a written summary that misrepresents our discussion entirely, falsely stating that I was "making a record only." This is both untrue and deeply harmful, especially considering the active endangerment and federal implications of this case.

I've attached a formal rebuttal letter, a transcript of the call, and a copy of her inaccurate summary. Her statements are easily provably false. If necessary, I will bring this matter to the courtroom, however, I am hoping it does not have to go that route.

State Farm is supposed to be a protective agency not an agency of malice....

Will, I am asking you to please:

1. Ensure this matter is escalated immediately within State Farm, and
2. Elevate this to appropriate upper-level and legal leadership inside the company.

I am a vulnerable, federally protected individual actively reporting serious misconduct and am now facing obstruction even from my insurer. This cannot stand - and it will not if brought for evaluation in a court of law.

Please make sure the information also is documented within my claim itself.

Thank you for your attention and urgent action.

Sincerely,

John R. Fouts

icreateupwardspirals@gmail.com

Policy #: 17L917679

Claim #: 17-84S0-76M

Date of Loss: March 15, 2025

P. 502.956.0052

F. 502.996.8246

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Tue, Jun 3, 2025 at 9:59 PM

To: icreateupwardspirals@gmail.com



Address not found

Your message wasn't delivered to **robin.williams@statefarm.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.1.1 User Unknown

Final-Recipient: rfc822; robin.williams@statefarm.com

Action: failed

Status: 5.1.1

Remote-MTA: dns; mxb-00104b02.gslb.pphosted.com. (205.220.165.182, the server

for the domain statefarm.com.)

Diagnostic-Code: smtp; 550 5.1.1 User Unknown

Last-Attempt-Date: Tue, 03 Jun 2025 14:59:42 -0700 (PDT)

 **noname**
4K



John Fouts <icreateupwardspirals@gmail.com>

**2025-06-07-URGENT EMERGENCY CLAIM ESCALATION-Fwd: [EXTERNAL]
2025-05-22 - Formal Rebuttal – False Claim Summary by Robin Williams (Claim
#17-84S0-76M)**

3 messages

John Fouts <icreateupwardspirals@gmail.com>

Sat, Jun 7, 2025 at 10:45 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>, statefarmfireclaims@statefarm.com, privacy@statefarm.com, legal@statefarm.com, lawenforcement@statefarm.com

Subject: URGENT: ADA Violations, Emergency Claim Mishandling, Misrepresentation of Evidence, and Demand for Immediate Escalation

To Whom It May Concern:

I am submitting this letter as both a formal internal escalation to State Farm leadership and an external legal and regulatory notice. I request this be treated as a written demand under ADA protocols and preserved in the permanent claim file. This message will also be forwarded to federal and state oversight entities.

⚠ Summary of Emergency Issues

- I am a federally protected individual under the Americans with Disabilities Act (ADA) and related statutes.
- I submitted a time-sensitive renters insurance claim (including an emergency-related claim) involving:
 - Wrongful displacement
 - Property damage
 - Potential criminal interference with critical survival-related devices
- No emergency processing has occurred. My attempts to obtain a compliant response have been ignored or deflected.

🔴 Claim Misrepresentation & ADA Retaliation

The assigned adjuster, Robin Williams, falsely stated in the internal system that I requested closure of the claim. This is a demonstrable falsehood—I possess a recorded phone call proving otherwise, which has already been submitted to the claim file.

Despite this:

- Robin Williams remains the assigned adjuster.
- Her direct email has failed (550 5.1.1 User Unknown), yet she continues to place calls.

- No written contact person has been provided, despite multiple formal ADA accommodation requests.
- This obstruction constitutes ADA retaliation, negligent handling of an emergency claim, and is now part of a broader federal investigation.

Legal and Regulatory Context

This situation is now part of an expanding federal civil rights and criminal investigation involving:

- ADA noncompliance and retaliation,
- Misuse of insurance communications channels,
- Falsification or misrepresentation of claim records,
- Delay and denial of critical survival-related claims.

Your organization has been informed, repeatedly, of my federal protected status. Further delay or inaction will be considered willful noncompliance and obstruction of justice.

Formal Demands

I hereby demand the following be addressed immediately:

1. Full emergency claim activation and processing, with status update in writing.
2. Immediate removal of Robin Williams from all involvement in my claim file.
3. Reassignment of the claim to a new representative, with all communication conducted in writing per ADA accommodation protocols.
4. Confirmation of this escalation, with reference number and senior contact responsible for oversight.
5. Preservation of all records and metadata for audit and potential litigation, including:
 - Internal communications
 - All voice, claim note, and metadata logs
 - Voicemail transcripts and internal escalations

Notification of Legal Remedies

Failure to respond appropriately will trigger immediate filings with:

- The U.S. Department of Justice Civil Rights Division,
- HHS Office for Civil Rights (OCR),
- The Kentucky Department of Insurance,
- The Federal Trade Commission (FTC) for deceptive claims handling,

- Civil counsel already preparing a federal RICO, ADA, and False Claims Act filing.

You are now on notice. This letter is admissible as evidence of your prior knowledge and ongoing noncompliance. I respectfully request resolution without further delay.

Sincerely,

John R. Fouts, MBA

Email: icreateupwardspirals@gmail.com

Phone: 502.956.0052 | Fax: 502.996.8246

Federal Case Involvement: ADA / Civil Rights / RICO / Emergency Claim Denial

----- Forwarded message -----

From: **John Fouts** <icreateupwardspirals@gmail.com>

Date: Fri, May 23, 2025 at 3:06 PM

Subject: Re: [EXTERNAL] 2025-05-22 - Formal Rebuttal – False Claim Summary by Robin Williams (Claim #17-84S0-76M)

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Thank you for passing that along. How can I reach upper leadership at State Farm?

Will - you have always been helpful and responsive - unfortunately - I am not having that same good experience with the other sections of State Farm (e.g. Robin Williams) - so if you could please pass this whole situation along to upper leadership/management. It would be very much appreciated.

I have also attached, now, the actual recording of the call itself (Kentucky is a one way state requiring only one party to consent - and I consent - just as an FYI in case there are any attempted blockages there).

Please also add this actual audio file to the case as well. That way there can be absolutely no question raised of the false statements provided by Robin Williams.

John R. Fouts, MBA

P. 502.956.0052

F. 502.996.8246

E. icreateupwardspirals@gmail.com

John R. Fouts

On Fri, May 23, 2025 at 11:46 AM Will Flowers <will.flowers.vab3yr@statefarm.com> wrote:

Got it,

I submitted into the claim as requested and have documented in the claim per your request.

Will Flowers

502-222-0105

From: John Fouts <icreateupwardspirals@gmail.com>
Sent: Thursday, May 22, 2025 6:13 PM
To: HOME CLMS-FIRECLAIMS <statefarmfireclaims@statefarm.com>; Will Flowers <will.flowers.vab3yr@statefarm.com>
Subject: [EXTERNAL] 2025-05-22 - Formal Rebuttal - False Claim Summary by Robin Williams (Claim #17-84S0-76M)

Dear Will,

I'm reaching out to you directly as my State Farm agent to request your immediate assistance with a serious matter involving my recent claim submission. On May 22, 2025, I had a detailed call with Claim Specialist Robin Williams to report on the urgent situation involving the digital sabotage, targeted tampering of my property and vehicle, and unlawful displacement that you are aware of as I started this process with you as you are my agent.

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I've attached a formal rebuttal letter, a transcript of the call, and a copy of her inaccurate summary. Her statements are easily provably false. If necessary, I will bring this matter to the courtroom, however, I am hoping it does not have to go that route. State Farm is supposed to be a protective agency not an agency of malice....

Will, I am asking you to please:

1. Ensure this matter is escalated immediately within State Farm, and
2. Elevate this to appropriate upper-level and legal leadership inside the company.

I am a vulnerable, federally protected individual actively reporting serious misconduct and am now facing obstruction even from my insurer. This cannot stand - and it will not if brought for evaluation in a court of law.

Please make sure the information also is documented within my claim itself.

Thank you for your attention and urgent action.

Sincerely,

John R. Fouts

icreateupwardspirals@gmail.com

Policy #: 17L917679
Claim #: 17-84S0-76M
Date of Loss: March 15, 2025

P. 502.956.0052

F. 502.996.8246

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Sat, Jun 7, 2025 at 10:46 PM

To: icreateupwardspirals@gmail.com



Address not found

Your message wasn't delivered to **lawenforcement@statefarm.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.1.1 User Unknown

Final-Recipient: rfc822; lawenforcement@statefarm.com


Action: failed

Status: 5.1.1

Remote-MTA: dns; mxb-00104b02.gslb.pphosted.com. (205.220.165.182, the server for the domain statefarm.com.)

Diagnostic-Code: smtp; 550 5.1.1 User Unknown

Last-Attempt-Date: Sat, 07 Jun 2025 15:46:08 -0700 (PDT)

 **noname**
4K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Sat, Jun 7, 2025 at 10:46 PM

To: icreateupwardspirals@gmail.com



Address not found

Your message wasn't delivered to **legal@statefarm.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.1.1 User Unknown

Final-Recipient: rfc822; legal@statefarm.com


Action: failed

Status: 5.1.1

Remote-MTA: dns; mxb-00104b02.gslb.pphosted.com. (205.220.165.182, the server for the domain statefarm.com.)

Diagnostic-Code: smtp; 550 5.1.1 User Unknown

Last-Attempt-Date: Sat, 07 Jun 2025 15:46:08 -0700 (PDT)

 **noname**
4K



John Fouts <icreateupwardspirals@gmail.com>

2025-06-24-FORMAL DEMAND LETTER -IMMEDIATE RESPONSE REQUIRED

1 message

John Fouts <icreateupwardspirals@gmail.com>

Tue, Jun 24, 2025 at 9:56 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Will,

Please see the attached file.

I expect an immediate response.

John R. Fouts, MBA

P. 502.956.0052 ADA text only line

E. icreateupwardspirals@gmail.com



John Fouts <icreateupwardspirals@gmail.com>

ADA Rights - Federal Protections -State Farm Must Acknowledge and Respect ADA Accommodations

1 message

John Fouts <icreateupwardspirals@gmail.com>

Thu, Jun 5, 2025 at 4:36 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Will,

I've requested repeatedly for all communication to be in writing per ADA Accommodations. State Farm is required to acknowledge and respect the federal mandates in the ADA.

Please have someone contact me TODAY about the ongoing claim and its issues IN WRITING.



John Fouts <icreateupwardspirals@gmail.com>

Final notice before cancellation.

6 messages

State Farm <statefarmservice@statefarmservice.com>
Reply-To: will.flowers.vab3yr@statefarm.com
To: ICREATEUPWARDSPIRALS@gmail.com

Wed, Mar 5, 2025 at 2:03 PM

Please make a payment to continue coverage.



Billing account: 1466-6525-11

Hello, John.

We're worried that you may soon be without coverage.

Your balance is **past due**. Please pay as soon as possible so that your policy won't be canceled. If you already made or scheduled a payment, thank you.

Your bill details

Amount due: **\$91.15**

View and pay

View and pay

Key code: 4552828793

You'll also be mailed a paper notice that tells you the cancellation date.

**Will Flowers**

State Farm Agent
 Agent License #: KY-
 DOI-914789; OH-1442438;
 IN-3746123

(502) 222-0105

1407 E Crystal Drive Suite I
 La Grange, KY 40031-1456

[Email me](#)[Visit my website](#)

Questions? Contact your agent. For technical support regarding online/mobile issues, [email us](#) or call 800-782-8332. If you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

Email intended for: John Fouts

You received this email at ICREATEUPWARDSPIRALS@GMAIL.COM because you have a State Farm policy/account or there is a policy/account for which you have legal authority to represent the named insured (e.g., business entity, trust or estate); or you requested information from State Farm.

For your protection, do not include sensitive personal information such as Social Security Number, credit/debit card number, financial account number, driver's license number, or health/medical information in an email. Call your State Farm agent or [State Farm customer service](#) to discuss sensitive information.

[Contact Us](#)[Privacy Policy](#)[Terms of Use](#)[Manage Preferences](#)

Like a good neighbor, State Farm is there.®

State Farm Bloomington, IL

1011009

2004 156949 11-12-2024

John Fouts <icreateupwardspirals@gmail.com>
 To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Thu, Mar 6, 2025 at 5:52 AM

Online it says nothing is due...what is the issue???
 [Quoted text hidden]

Will Flowers <will.flowers.vab3yr@statefarm.com>
 To: John Fouts <icreateupwardspirals@gmail.com>

Thu, Mar 6, 2025 at 3:10 PM

Good morning, John,

It looks like the payment that was due on 02/28 for just the car insurance did not withdrawal correctly. It's showing on the account as an unsuccessful payment.

To solve this problem, we just need to complete a payment! Please let me know if you would like us to re-run the payment or give us a call for your directive.

Thank you!

Will Flowers – Agent

(502)-222-0105

[Quoted text hidden]

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Thu, Mar 6, 2025 at 3:12 PM

Btw! You're getting a 17% decrease at this upcoming renewal on 03/30/2025. Your new 6-month premium will be \$453.71

Great News!

Will Flowers

From: John Fouts <icreateupwardspirals@gmail.com>
Sent: Thursday, March 6, 2025 12:53 AM
To: Will Flowers <will.flowers.vab3yr@statefarm.com>
Subject: [EXTERNAL] Fwd: Final notice before cancellation.

Online it says nothing is due...what is the issue???

[Quoted text hidden]

John Fouts <icreateupwardspirals@gmail.com>
To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Thu, Mar 6, 2025 at 6:01 PM

I can't complete a payment because it says nothing is due....

[Quoted text hidden]

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Thu, Mar 6, 2025 at 6:05 PM

Hi John,

The amount due is \$91.15

Please let me know how else I can help, Thanks

Will Flowers

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

Following up from comments received

3 messages

Will Flowers <will.flowers.vab3yr@statefarm.com>

Wed, Dec 21, 2022 at 5:58 PM

To: "ICREATEUPWARDSPIRALS@GMAIL.COM" <ICREATEUPWARDSPIRALS@gmail.com>

Hello John, I just wanted to reply to this message:

"Hi Will. You said I should follow up with you to see about getting a better rate after my accident from 2019 fell off the report - you said it would be on there for 3 years. So it should have dropped off of the report as of Nov. 18, 2022...which was about a month ago. I reached out once before, but never heard back from you - so this is a 2nd attempt. Please respond."

John, I apologize I do not recall a conversation with you besides the email I sent with all of your billing history on Nov 28th. With saying that, Matthew at my office wrote your business back on 03-30-2022. We do appreciate your business and with State Farm at renewals is when our underwriting department will then be able to re-adjust your rate. Rates are always re-calculated at renewals which occur every 6 months with State Farm. Some of the information is correct, that the accident will only be on your record for 3 years, so I'm expecting for you to be able to see the new renewal rate in February when those documents are mailed from corporate. Please let me know if you need anything else sir!

Also I never received a first email about this topic, I'm sorry for any inconvenience!!

-Will

**Will Flowers**

Agent

Bus: 502 222 0105

[1407 E Crystal Drive Suite I, La Grange, KY 40031-1456](#)[Get a Quote](#) [Visit Agent's Page](#)[Leave a review](#) [My Account](#) [Maps & Directions](#)



Will Flowers, Agent

Like a good neighbor, State Farm is there.®

John Fouts <icreateupwardspirals@gmail.com>
To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Wed, Dec 21, 2022 at 7:32 PM

Will the discount automatically be given in Feb. Or is it something I need to ask for again?

Are there any ways to lower my rate now?

I have had to declare bankruptcy...

John
[Quoted text hidden]

13 attachments



image001.jpg
144K

 **image002.gif**
2K

image003.gif
2K

 **image004.gif**
2K

 **image005.gif**
5K



image001.jpg
144K

image003.gif
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2K

image003.gif
2K

image003.gif
2K

 **image005.gif**
5K

 **image002.gif**
2K

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Wed, Dec 21, 2022 at 8:45 PM

Hey John,

I'm very sorry to hear that sir, I do hope that things get better and I promise we are doing our best on your rates to our ability.

So our underwriting department reviews an auto policies one month before it renews. Your auto policy is set to renew on 3-30-23 so your renewal documents will be available at the end of February! Underwriting will automatically be able to see that accident no longer on your claim history!

As far as pricing, you are savings \$225.03 from Drive Safe & Save, so that's great! We could look into changing your deductibles instead of \$500? That's about the only other thing I can do to get you a cheaper rate. Please let me know if I can help further sir!!

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

I got a cancelation notice today but I've already paid...??

2 messages

John Fouts <icreateupwardspirals@gmail.com>
To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Thu, Aug 22, 2024 at 5:41 PM

1:41



48%



Coverage.



Billing account: 1466-6532-11

Hello, John.

We're worried that you may soon be without coverage.

Your balance is **past due**. Please pay as soon as possible so that your policy won't be canceled. If you already made or scheduled a payment, thank you!

Your bill details

Amount due: **\$12.90**

Pay before: **09/11/2024**

View and pay on our app



Reply



Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Thu, Aug 22, 2024 at 5:58 PM

Hi John!!

Apologies, this was an automated message from billing. I'm seeing the payment is in and was paid on 08/21/2024. It's posted on your billing account, I promise

You can disregard this message! Thank you



Will Flowers, Agent
Bus: 502-222-0105
[1407 E Crystal Dr Ste I](#)
La Grange, KY 40031-1456





Will Flowers, Agent

Like a good neighbor, State Farm is there.®

State Farm provides life insurance - Ask your good neighbor today! We're here to help life go right!

From: John Fouts <icreateupwardspirals@gmail.com>
Sent: Thursday, August 22, 2024 1:42 PM
To: Will Flowers <will.flowers.vab3yr@statefarm.com>
Subject: [EXTERNAL] I got a cancelation notice today but I've already paid...??

1:41



48%



coverage.



Billing account: 1466-6532-11

Hello, John.

We're worried that you may soon be without coverage.

Your balance is **past due**. Please pay as soon as possible so that your policy won't be canceled. If you already made or scheduled a payment, thank you!

Your bill details

Amount due: **\$12.90**

Pay before: **09/11/2024**

View and pay on our app



Reply





John Fouts <icreateupwardspirals@gmail.com>

New storage unit

2 messages

John Fouts <icreateupwardspirals@gmail.com>

Sun, Apr 20, 2025 at 9:34 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Hi Will. I am being unlawfully and illegally evicted without cause from the apartment I am living at. I have three questions.

1. Is there any connection State Farm has that can help me immediately find a civil rights and a medical negligence attorney?

2, I have to be out by Tuesday. I am looking for representation immediately to fight the enormous amount of wrongdoing me and my child continue to be forced to endure...I have attached some relevant information. Don't want to stay where we are - need help - even need help getting police to make reports regarding criminal activity.

3. I had to rent another storage unit for our stuff. It is a 30x10 that is in addition to the other at 3415 Bardstown Rd at extra space storage. I need rental insurance stat. Declared goods value of \$15000 for the new unit.

Please see attached and let me know how you can help me. It is urgent.

3.

11 attachments**IMG_4208.png**
503K**IMG_4203.png**
226K



IMG_4209.png
702K



IMG_4204.png
251K



IMG_4215.png
810K



IMG_4214.png
630K



IMG_4214.png
630K



IMG_4217.png
769K



IMG_4218.png
773K



IMG_4215.png
810K



IMG_4216.png
772K

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Mon, Apr 21, 2025 at 9:26 AM

Hi John,

I have just left the country and will be on vacation this week. Please call or text my office today at 502-222-0105 if you have anymore questions.

Your existing renter's insurance policy will extend coverage to your personal property in the storage unit.

Of course, once you have a new address of where you will be living, we can update it. The personal property WILL extend to the storage unit.

I'm sorry to hear about this and I wish you the best of luck in this situation,

Will Flowers

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

**Preliminary Notice of Claim – Unlawful Displacement and Property Loss -
2025-05-11**

2 messages

John Fouts <icreateupwardspirals@gmail.com>

Sun, May 11, 2025 at 9:44 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

John R. Fouts, MBA

Temporary Location: Near Clifton, Louisville, KY

Phone: (502) 956-0052 (Text Only)

Email: icreateupwardspirals@gmail.com

Date: May 11, 2025

To:

Will Flowers, Agent

State Farm Insurance

[Insert Agent Contact Info, if available]

Subject: Preliminary Notice of Claim – Unlawful Displacement and Property Loss

Dear Mr. Flowers,

This letter serves as **preliminary notice** of a significant property loss and disruption event tied to unlawful displacement, verified civil rights violations, and active federal complaints (including ADA, 504, and housing protection claims currently under federal investigation). I am filing under my renters policy for events that occurred beginning in March 2025 and are still ongoing.

Due to forced displacement and inability to return to protected housing, I have had to pay out of pocket for emergency accommodations including motel and Airbnb stays. These were made necessary solely due to unlawful actions that remain under litigation.

Additionally, the following property was damaged, tampered with, or rendered unusable:

- **Laptop (ASUS Tuf Gaming A16)** – rendered permanently untrustworthy due to firmware compromise, verified rootkit behavior, and forensic malware analysis.
- **Two routers** – firmware-tampered and digitally hijacked.
 - **ASUS RT-AX1800S**
 - **ASUS RT-AX5400**
- **Smartphone** – hijacked by unauthorized processes, impacting daily function and privacy.
- **Personal vehicle** – suffered physical sabotage: power steering pump destroyed, serpentine belt slashed, brake fluid drained, and two quarts of oil mysteriously removed. \$1,700 in immediate repairs were performed, but the vehicle remains out of commission with continuing related issues.

- **Loss of housing stability** – forced extended stays in multiple hotels, motels, and now Airbnb housing, totaling thousands of dollars. Some costs were fronted by family, and reimbursement may be directed to them accordingly.

Please note: **Although I am reporting my laptop, smartphone, and routers as compromised and functionally unusable, I cannot surrender these devices** at this time. They constitute **critical forensic evidence in an ongoing federal matter** involving cyberespionage, unlawful surveillance, and civil rights violations. I am therefore requesting that their value be evaluated and considered for replacement coverage, while I **retain physical possession of the originals** under chain-of-custody for legal and investigative purposes.

This is a **preliminary notice**. Additional items, receipts, supporting documents, and affidavits may be submitted upon request or as I regain physical access to archived records. I am preparing a full submission package but need to ensure coverage is not prejudiced by delay in initial notification.

Thank you for your time and understanding. Please confirm receipt and advise on next steps for filing.

Sincerely,

John R. Fouts, MBA

Pro Se Litigant | ADA-Protected Whistleblower

P. 502.956.0052 (Text Only)

F. 502.996.8246 (HIPAA Compliant)

E. icreateupwardspirals@gmail.com

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Mon, May 12, 2025 at 8:50 PM

Received,

Just to confirm, are you wanting to get a renters insurance claim in? If so, I would just need a specific date of loss, instead of March 2025. Ex.) March 15th, 2025...

Thanks!

Will Flowers

502-222-0105

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

**State Farm Insurance Fire Binder-Receipt/Applicant's Acknowledgement
requested by JOHN R FOUTS**

2 messages

Will Flowers <WILL.FLOWERS.VAB3YR@statefarm.com>

Thu, Feb 8, 2024 at 9:39 PM

To: ICREATEUPWARDSPIRALS@gmail.com

Cc: WILL.FLOWERS.VAB3YR@statefarm.com

The following information is provided in response to your request for a Fire Binder.

Renter's policy at 2904 Sitka Dr # 29

Let me know if you need anything else or any changes sir!! Thank you for your business

Will Flowers
State Farm Agent
1407 E Crystal Drive Suite I
La Grange, KY - 40031-1456
Office Hours (EST)
M-F 9-5
Phone: (502) 222-0105
will.flowers.vab3yr@statefarm.com

IMPORTANT NOTICE:

This message may contain confidential information. If you have received this e-mail in error, do not use, copy or distribute it. Do not open any attachments. Delete it immediately from your system and notify the sender promptly by e-mail that you have done so.

You will need Adobe Acrobat Reader to view the attached documents. To download your free copy, go to www.adobe.com.

**Binder.pdf**

10K

John Fouts <icreateupwardspirals@gmail.com>

Fri, Feb 9, 2024 at 6:25 PM

To: Station Jtown <stationjtown@vida-management.com>

[Quoted text hidden]

**Binder.pdf**

10K



John Fouts <icreateupwardspirals@gmail.com>

URGENT - Subject: Urgent Follow-Up: Renters Insurance Claim – Unacceptable Silence and Prior Misconduct

1 message

John Fouts <icreateupwardspirals@gmail.com>
To: Will Flowers <will.flowers.vab3yr@statefarm.com>
Bcc: gettingthriftywithit@gmail.com

Tue, May 27, 2025 at 8:07 PM

Subject: Urgent Follow-Up: Renters Insurance Claim – Unacceptable Silence and Prior Misconduct

Dear Will,

I am writing to follow up on our previous correspondence regarding my renters insurance claim tied to the documented **March 15, 2025 date of loss**.

As you know, this includes unlawful displacement, property damage (including multiple compromised electronics), and vehicle sabotage—all part of an active civil rights case with federal complaints already filed.

To date, **I have received no response**—no update, no confirmation, no assigned adjuster who will communicate honestly. This silence is unacceptable.

As I've made clear previously, I have encountered **deliberate dishonesty and misconduct** from prior insurance personnel assigned to my case.

That makes your transparency and accountability **absolutely critical** now. I need to know the current status of this claim and what actions—if any—have been taken since our last contact.

I expect a written response within **24 hours**. If no meaningful update is provided, I will be forced to escalate this matter to your **internal compliance and legal divisions**, the **NAIC**, and relevant **federal oversight bodies**.

You have personally been helpful to me in the past, and I remain hopeful that you can help get this straightened out **as soon as possible**. To that end, I am **formally requesting daily communication and updates** until this claim is fully resolved.

I have put an enormous amount of data in the online claims system and there is certainly no shortage of additional information if anything else is required. I expect this to be resolved promptly.

Respectfully,

John R. Fouts, MBA

Phone: (502) 956-0052 [Text Only - ADA Accommodations]

Fax: (502) 996-8246 [HIPAA Compliant]

Email: icreateupwardspirals@gmail.com

Claim type: Renters Insurance

Date of Loss: March 15, 2025



John Fouts <icreateupwardspirals@gmail.com>

Would any kind of driving school reduce rate farther?

2 messages

John Fouts <icreateupwardspirals@gmail.com>

Wed, Dec 21, 2022 at 8:49 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

Lmk please.

On Wed, Dec 21, 2022, 3:45 PM Will Flowers <will.flowers.vab3yr@statefarm.com> wrote:

Hey John,

I'm very sorry to hear that sir, I do hope that things get better and I promise we are doing our best on your rates to our ability.

So our underwriting department reviews an auto policies one month before it renews. Your auto policy is set to renew on 3-30-23 so your renewal documents will be available at the end of February! Underwriting will automatically be able to see that accident no longer on your claim history!

As far as pricing, you are savings \$225.03 from Drive Safe & Save, so that's great! We could look into changing your deductibles instead of \$500? That's about the only other thing I can do to get you a cheaper rate. Please let me know if I can help further sir!!

-Will

**Will Flowers**

Agent

Bus: 502 222 0105

1407 E Crystal Drive Suite I, La Grange, KY 40031-1456

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Will Flowers, Agent

Like a good neighbor, State Farm is there.®

From: John Fouts <icreateupwardspirals@gmail.com>
Sent: Wednesday, December 21, 2022 2:32 PM
To: Will Flowers <will.flowers.vab3yr@statefarm.com>
Subject: [EXTERNAL] Re: Following up from comments received

Will the discount automatically be given in Feb. Or is it something I need to ask for again?

Are there any ways to lower my rate now?

I have had to declare bankruptcy...

John

On Wed, Dec 21, 2022, 12:58 PM Will Flowers <will.flowers.vab3yr@statefarm.com> wrote:

Hello John, I just wanted to reply to this message:

“Hi Will. You said I should follow up with you to see about getting a better rate after my accident from 2019 fell off the report - you said it would be on there for 3 years. So it should have dropped off of the report as of Nov. 18, 2022...which was about a month ago. I reached out once before, but never heard back from you - so this is a 2nd attempt. Please respond.”

John, I apologize I do not recall a conversation with you besides the email I sent with all of your billing history on Nov 28th. With saying that, Matthew at my office wrote your business back on 03-30-2022. We do appreciate your business and with State Farm at renewals is when our underwriting department will then be able to re-adjust your rate. Rates are always re-calculated at renewals which occur every 6 months with State Farm. Some of the information is correct, that the accident will only be on your record for 3 years, so I'm expecting for you to be able to see the new renewal rate in February when those documents are mailed from corporate. Please let me know if you need anything else sir!

Also I never received a first email about this topic, I'm sorry for any inconvenience!!

-Will



Will Flowers

Agent

Bus: 502 222 0105

1407 E Crystal Drive Suite I, La Grange, KY 40031-1456



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Will Flowers, Agent

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13 attachments



image001.jpg

144K




image002.gif

2K

image003.gif

2K

 **image004.gif**
2K

 **image005.gif**
5K



image001.jpg
144K

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5K

image003.gif
2K

Will Flowers <will.flowers.vab3yr@statefarm.com>
To: John Fouts <icreateupwardspirals@gmail.com>

Wed, Dec 21, 2022 at 10:50 PM

Hi John, I am looking over your policy right now! The premium deceased from 03-30-22 to 09-30-22

We do have a driver training discount applied of 10%

The premium has been going down and I promise I've got every discount we offer sir.

We wrote you on 03/30 for \$524.99 every 6 months and on 09/30 at your first renewal the premium deceased to \$440.32. I'm hopeful it will continue to decrease and we will see that at the end of February!

Merry Christmas John!!

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Will Flowers

Agent

Bus: 502 222 0105

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Will Flowers, Agent

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John Fouts <icreateupwardspirals@gmail.com>

Your State Farm Payment Receipt

2 messages

State Farm <statefarmservice@statefarmservice.com>
Reply-To: will.flowers.vab3yr@statefarm.com
To: ICREATEUPWARDSPIRALS@gmail.com

Tue, Jan 23, 2024 at 11:48 PM

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$88.88 on January 23, 2024.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number A59YP0XB.

Your receipt

| Policy number | Policy type | Amount paid |
|---|-------------|-------------|
| Total amount paid to billing account 1466-6525-11 | | \$88.88 |

**Will Flowers**

502-222-0105

Agent License #: KY-DOI-914789;
OH-1442438; IN-3746123[Visit my website](#)

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State Farm County Mutual Insurance Company of Texas
State Farm International Life Insurance Company Ltd.
State Farm Classic Insurance Company



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Email intended for: John Fouts

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1009465

2012 153075 212 09-06-2022

John Fouts <icreateupwardspirals@gmail.com>
To: Bob Fouts <bobfouts44@gmail.com>

Tue, Jan 23, 2024 at 11:49 PM

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

Your State Farm Payment Receipt

2 messages

State Farm <statefarmservice@statefarmservice.com>
 Reply-To: will.flowers.vab3yr@statefarm.com
 To: ICREATEUPWARDSPIRALS@gmail.com

Fri, Nov 17, 2023 at 11:57 PM

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$88.88 on November 17, 2023.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number 9H9N34LH.

Your receipt

| Policy number | Policy type | Amount paid |
|---|-------------|----------------|
| Total amount paid to billing account 1466-6525-11 | | \$88.88 |

**Will Flowers**

502-222-0105

Agent License #: KY-DOI-914789;
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State Farm Guaranty Insurance Company
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State Farm Lloyds
State Farm County Mutual Insurance Company of Texas
State Farm International Life Insurance Company Ltd.
State Farm Classic Insurance Company



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Email intended for: John Fouts

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2012 153075 212 09-06-2022

John Fouts <icreateupwardspirals@gmail.com>
To: Bob Fouts <bobfouts44@gmail.com>

Fri, Nov 17, 2023 at 11:58 PM

Auto insurance John November Payment
[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

Your State Farm Payment Receipt

4 messages

State Farm <statefarminfo@statefarminfo.com>

Mon, Sep 18, 2023 at 12:32 AM

Reply-To: State Farm <reply-ff031273776405-9_HTML-111627724-7003172-13272205@statefarminfo.com>

To: ICREATEUPWARDSPIRALS@gmail.com

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$12.45 on September 17, 2023.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number 8Y9JH5A7.

Your receipt

| Policy number | Policy type | Amount paid |
|---|-------------|-------------|
| Total amount paid to billing account 1466-6532-11 | | \$12.45 |

**Will Flowers**

502-222-0105

Agent License #: KY-DOI-914789;
OH-1442438; IN-3746123[Visit my website](#)

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State Farm Florida Insurance Company
State Farm Lloyds
State Farm County Mutual Insurance Company of Texas
State Farm International Life Insurance Company Ltd.
State Farm Classic Insurance Company



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Email intended for: John Fouts

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1009465

2012 153075 212 09-06-2022

State Farm <statefarminfo@statefarminfo.com>

Mon, Sep 18, 2023 at 12:35 AM

Reply-To: State Farm <reply-ff031273776405-9_HTML-111627724-7003172-13272238@statefarminfo.com>

To: ICREATEUPWARDSPIRALS@gmail.com

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$88.88 on September 17, 2023.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number 8Y9JH9KL.

Your receipt

| Policy number | Policy type | Amount paid |
|--|-------------|----------------|
| Total amount paid to billing account 1466-6525-11 | | \$88.88 |
| [Quoted text hidden] | | |
| [Quoted text hidden] | | |

John Fouts <icreateupwardspirals@gmail.com>
To: bobfouts44@gmail.com

Mon, Sep 18, 2023 at 12:40 AM

[Quoted text hidden]

John Fouts <icreateupwardspirals@gmail.com>
To: bobfouts44@gmail.com

Mon, Sep 18, 2023 at 12:41 AM

I am not sure why this one went up in price to \$88.88 -- it doesn't make sense to me....I'm wondering if the tracker they force you to use is looking at the amount of time on the highway now that I am taking Jackie to school and back every other week...

John

----- Forwarded message -----

From: **State Farm** <statefarminfo@statefarminfo.com>

Date: Sun, Sep 17, 2023 at 8:35 PM

Subject: Your State Farm Payment Receipt

To: <ICREATEUPWARDSPIRALS@gmail.com>

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

Your State Farm Payment Receipt

2 messages

State Farm <statefarminfo@statefarminfo.com>

Thu, Aug 31, 2023 at 11:17 PM

Reply-To: State Farm <reply-ff031273776405-9_HTML-111627724-7003172-12782000@statefarminfo.com>

To: ICREATEUPWARDSPIRALS@gmail.com

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$77.27 on August 31, 2023.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number 8T9JG7WH.

Your receipt

| Policy number | Policy type | Amount paid |
|---|-------------|-------------|
| Total amount paid to billing account 1466-6525-11 | | \$77.27 |

**Will Flowers**

502-222-0105

Agent License #: KY-DOI-914789;
OH-1442438; IN-3746123[Visit my website](#)

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Email intended for: John Fouts

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1009465

2012 153075 212 09-06-2022

John Fouts <icreateupwardspirals@gmail.com>
To: bobfouts44@gmail.com

Thu, Aug 31, 2023 at 11:21 PM

Here is the car payment ... I mean auto insurance ...

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

Your State Farm Payment Receipt

2 messages

State Farm <statefarminfo@statefarminfo.com>

Sat, Aug 12, 2023 at 2:11 PM

Reply-To: State Farm <reply-ff031273776405-9_HTML-111627724-7003172-12160361@statefarminfo.com>

To: ICREATEUPWARDSPIRALS@gmail.com

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$89.72 on August 12, 2023.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number 8M9ML80H.

Your receipt

| Policy number | Policy type | Amount paid |
|--|-------------|----------------|
| Total amount paid to billing account 1466-6525-11 | | \$77.27 |
| Total amount paid to billing account 1466-6532-11 | | \$12.45 |

**Will Flowers**

502-222-0105

Agent License #: KY-DOI-914789;
OH-1442438; IN-3746123[Visit my website](#)

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Email intended for: John Fouts

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For your protection, do not include sensitive personal information such as Social Security Number, credit/debit card number, financial account number, driver's license number, or health/medical information in an email. Call your State Farm agent or [State Farm customer service](#) State Farm customer service to discuss sensitive information.



1009465

2012 153075 212 09-06-2022

John Fouts <icreateupwardspirals@gmail.com>
To: bobfouts44@gmail.com

Sat, Aug 12, 2023 at 2:13 PM

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

Your State Farm Payment Receipt

2 messages

State Farm <statefarminfo@statefarminfo.com>

Thu, Jun 29, 2023 at 2:30 AM

Reply-To: State Farm <reply-ff031273776405-9_HTML-111627724-7003172-10587925@statefarminfo.com>

To: ICREATEUPWARDSPIRALS@gmail.com

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$89.72 on June 28, 2023.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number 899D35WW.

Your receipt

| Policy number | Policy type | Amount paid |
|--|-------------|----------------|
| Total amount paid to billing account 1466-6525-11 | | \$77.27 |
| Total amount paid to billing account 1466-6532-11 | | \$12.45 |

**Will Flowers**

502-222-0105

Agent License #: KY-DOI-914789;
OH-1442438; IN-3746123[Visit my website](#)

This receipt is for the payment towards the policies and/or accounts listed above and it does not reflect policy or account balances. The date and/or time on this receipt may not be the same as your coverage effective date(s). Check your coverage documents for coverage effective date(s). We consider a payment to be accepted if it meets the policy provisions and payment is collected. If we are unable to collect payment for any reason this receipt is void. You guarantee you own or have legal access to the financial account you've indicated for this payment and payment complies with applicable law. State Farm may initiate adjustments for any transactions debited/credited in error. Overpayments will be applied to your outstanding balance or added to your policy as applicable.

Policies identified on this receipt are provided by one or more State Farm affiliates. The State Farm affiliates include the listed entities and any other subsidiary or affiliate hereafter formed or acquired by State Farm Mutual Automobile Insurance Company. Please also note that a currently listed entity may also stop offering this agreement:

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State Farm Indemnity Company
State Farm Fire and Casualty Company
State Farm General Insurance Company
State Farm Life Insurance Company
State Farm Life and Accident Assurance Company
State Farm Guaranty Insurance Company
State Farm Florida Insurance Company
State Farm Lloyds
State Farm County Mutual Insurance Company of Texas
State Farm International Life Insurance Company Ltd.
State Farm Classic Insurance Company



For questions about your policy, contact your agent. For technical questions, [email](#) or call us at 888-559-1922. If you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

[Contact Us](#) [Privacy Policy](#) [Terms of Use](#) **Like a good neighbor, State Farm is there.®** **Like a good neighbor, State Farm is there.®**

Email intended for: John Fouts

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You received this email at ICREATEUPWARDSPIRALS@GMAIL.COM because you have a State Farm policy/account or there is a policy/account for which you have legal authority to represent the named insured (eg. business entity, trust or estate); or you requested information from State Farm.

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1009465

2012 153075 212 09-06-2022

John Fouts <icreateupwardspirals@gmail.com>
To: bobfouts44@gmail.com

Thu, Jun 29, 2023 at 3:23 AM

[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

Your State Farm Payment Receipt

2 messages

State Farm <statefarmservice@statefarmservice.com>
Reply-To: will.flowers.vab3yr@statefarm.com
To: ICREATEUPWARDSPIRALS@gmail.com

Fri, Dec 29, 2023 at 2:54 PM

Here's your receipt.



Hello, John.

Thank you for your payment. Here's your receipt.

We received payment from your financial card ending in 9740 in the amount of \$88.88 on December 29, 2023.

We applied your payment as described below. If you did not authorize this transaction, or believe you received this information in error, contact your State Farm® agent. When calling, please use your payment reference number 9W9ZQ994.

Your receipt

| Policy number | Policy type | Amount paid |
|---|-------------|----------------|
| Total amount paid to billing account 1466-6525-11 | | \$88.88 |

**Will Flowers**

502-222-0105

Agent License #: KY-DOI-914789;
OH-1442438; IN-3746123[Visit my website](#)

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State Farm Mutual Automobile Insurance Company

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State Farm General Insurance Company
State Farm Life Insurance Company
State Farm Life and Accident Assurance Company
State Farm Guaranty Insurance Company
State Farm Florida Insurance Company
State Farm Lloyds
State Farm County Mutual Insurance Company of Texas
State Farm International Life Insurance Company Ltd.
State Farm Classic Insurance Company



For questions about your policy, contact your agent. For technical questions, [email](#) or call us at 888-559-1922. If you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

[Contact Us](#) [Privacy Policy](#) [Terms of Use](#) Like a good neighbor, State Farm is there.® Like a good neighbor, State Farm is there.®

Email intended for: John Fouts

Let's make sure we can connect when you need us. Go to [Manage My Preferences](#) Manage My Preferences to update your contact information or communication preferences.

You received this email at ICREATEUPWARDSPIRALS@GMAIL.COM because you have a State Farm policy/account or there is a policy/account for which you have legal authority to represent the named insured (eg. business entity, trust or estate); or you requested information from State Farm.

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1009465

2012 153075 212 09-06-2022

John Fouts <icreateupwardspirals@gmail.com>
To: Bob Fouts <bobfouts44@gmail.com>

Fri, Dec 29, 2023 at 2:58 PM

Here is a copy of my auto insurance payment receipt.
[Quoted text hidden]



John Fouts <icreateupwardspirals@gmail.com>

You've accepted an agreement

2 messages

Extra Space Storage Brands <notifications@pactsafe.com>

Sun, Apr 20, 2025 at 9:13 PM

Reply-To: info@extraspacespace.com

To: icreateupwardspirals@gmail.com

You have accepted online legal terms



You have accepted **Insurance Rejection Form, CPP - Brochure AS8, Lease Agreement and CPP Application - KY.**

The following contracts **were accepted** by you on Sunday, April 20th, 2025 at 5:13 PM EDT.

- Insurance Rejection Form
- CPP - Brochure AS8
- Lease Agreement
- CPP Application - KY

Download a record of your acceptance below.

[View Acceptance Record](#)

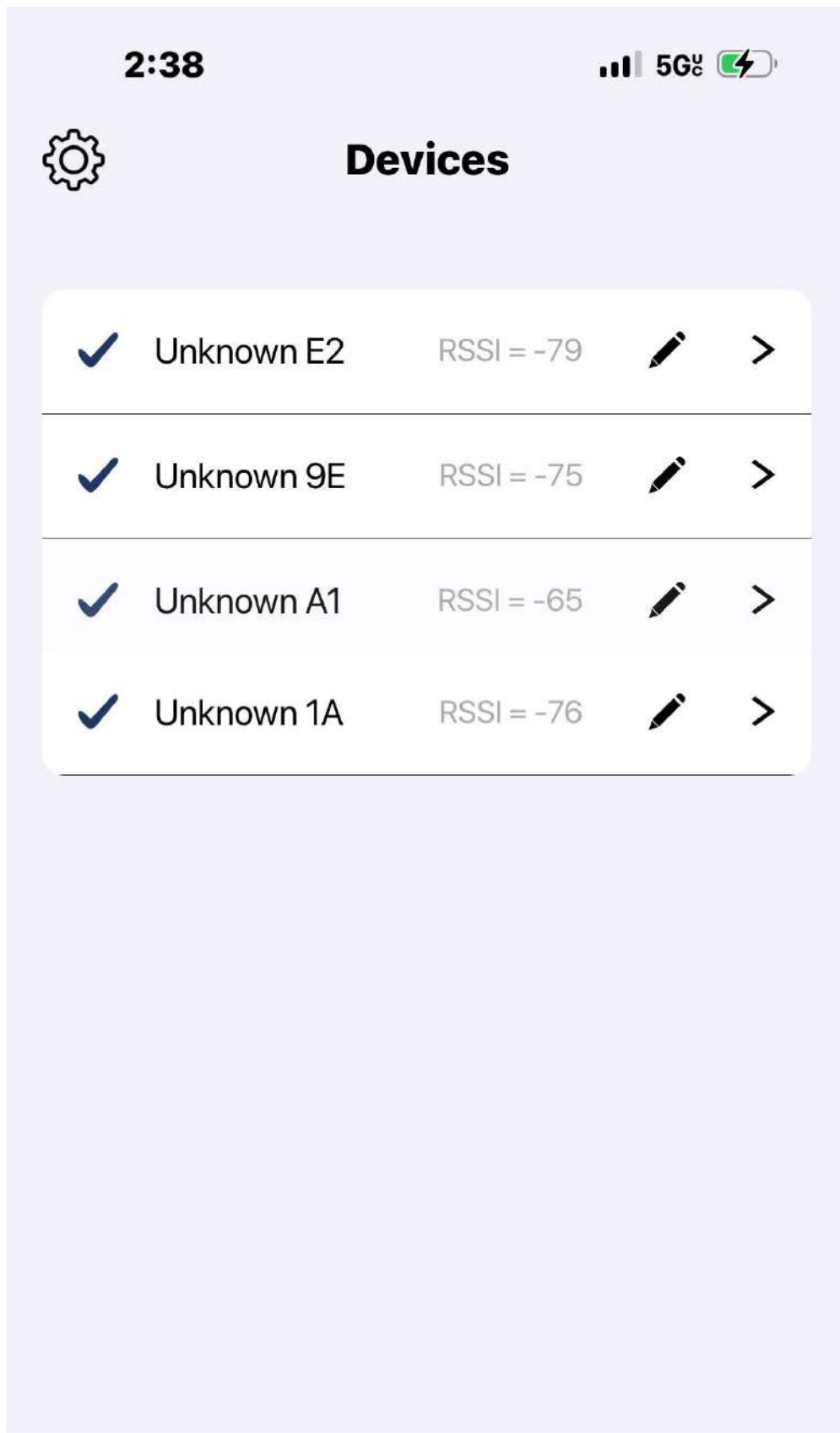
Extra Space Storage
2795 East Cottonwood Parkway Suite 400
Salt Lake City, UT 84121

John Fouts <icreateupwardspirals@gmail.com>

Sun, Apr 20, 2025 at 9:34 PM

To: Will Flowers <will.flowers.vab3yr@statefarm.com>

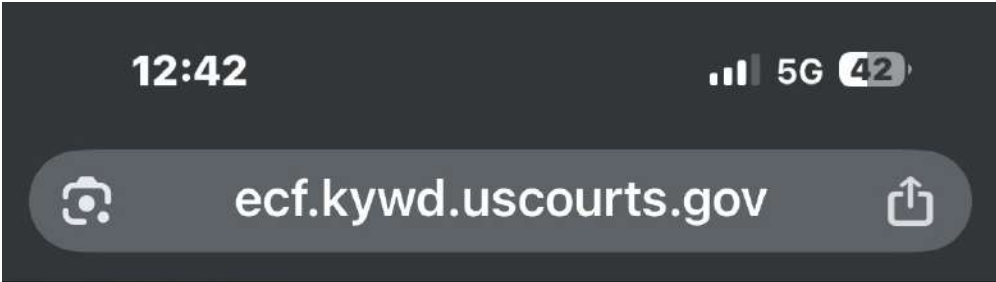
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Scanning for devices...

Walk around the area. Every time the app radar finds a device, it will be shown above.





CM ECF Civil Criminal Query Reports Utilities Search

Case number [Hide Case Lis](#)

Select a case:

- 1:25-cv-00033-HBB Biggs v. Commissioner of Social Sec
- 3:25-cv-00033-BJB-RSE Fouts v. Commonwealth of Kent
- 5:25-cv-00033-BJB-LLK Doublin v. McNichols

Filed to

Entered to

Documents to

Go to Document or PageID

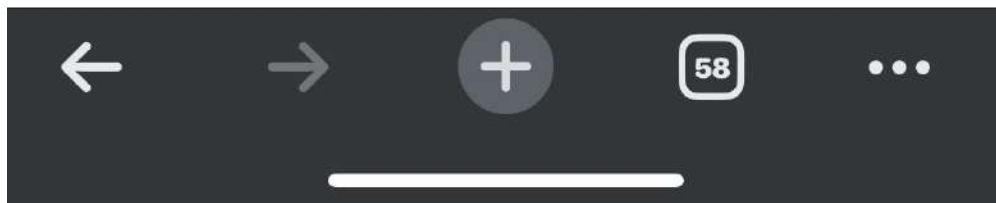
Include:

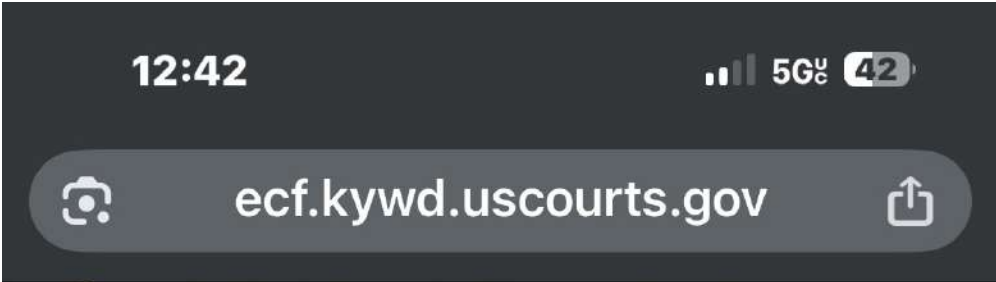
- Parties and counsel
- Terminated parties
- List of member cases
- Links to Notices of Electronic Filing

Document options:

- Include headers when displaying PDF docum
- View multiple documents
- Create Appendix

Format:





**U.S. District Court
Western District of Kentucky (Louisville)
CIVIL DOCKET FOR CASE #: 3:25-cv-00033-BJB-RSE**

Fouts v. Commonwealth of Kentucky, et al
Assigned to: Judge Benjamin Beaton
Referred to: Magistrate Judge Regina S. Edwards
Case in other court: USCA, 25-05155
California Northern, 3:24-cv-09325
Cause: 42:12101 Americans with Disabilities Act

Date Filed: 01/15/2025
Date Terminated: 04/10/2025
Jury Demand: Plaintiff
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Plaintiff

John R. Fouts

represented by **John R. Fouts**
Station J-Town Apartments (Vida-Management, Inc.)
2904 Sitka Drive, L29
Louisville, KY 40299
502-956-0052
Fax: 502-996-8246
Email: fouts.john@gmail.com
PRO SE

Plaintiff

J. A. F.
Minor Child
TERMINATED: 01/29/2025

V.

Defendant

Commonwealth of Kentucky

Defendant

Cabinet for Health and Family Services
(CHFS)

Defendant

Department of Community-Based Services
(DCBS)

Defendant

Medicaid Services
(DMS)

Defendant

Louisville Metro Housing Authority
(LMHA)

Defendant

Property Management of Louisville
(PMOFL)

Defendant

Centers for Medicare and Medicaid Services
(CMS)

Defendant

Equifax Workforce Solutions
(EWS)

Defendant

Norton Healthcare, Inc.

Defendant

Baptist Health Louisville

Defendant

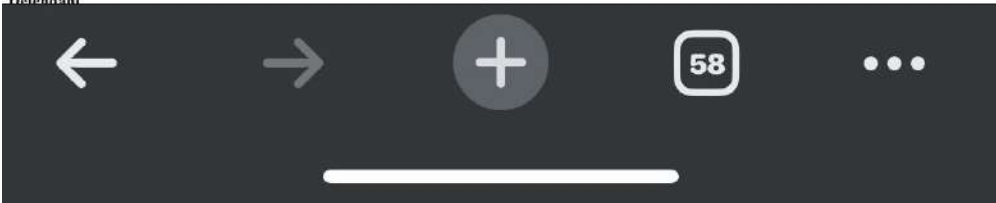
The Marion House

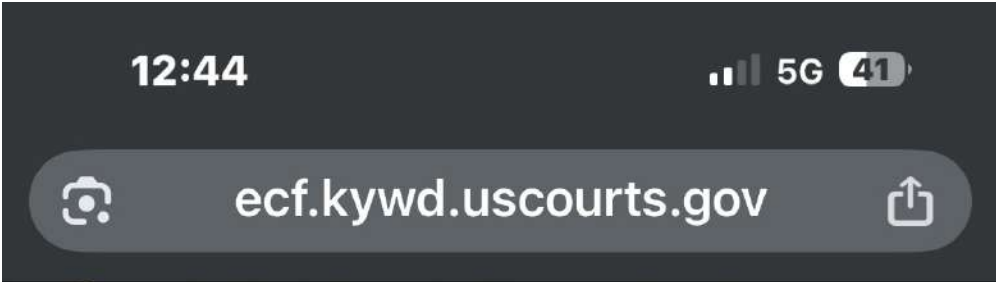
Defendant

The Oldham...

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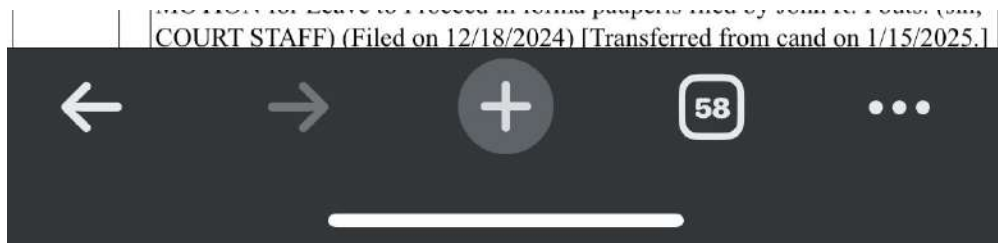
Defendant.

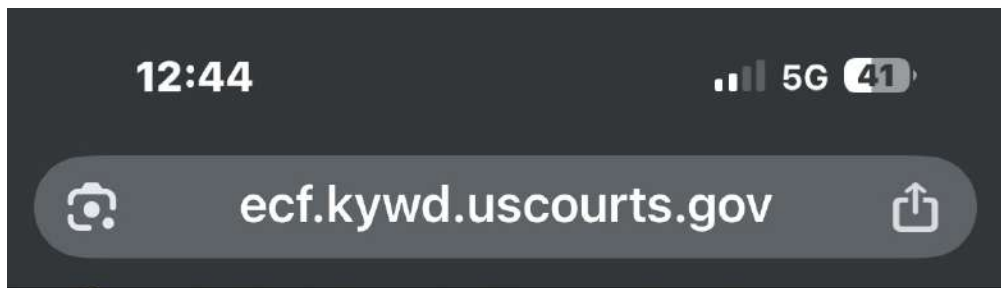




- Defendant**
Equifax Workforce Solutions
(EWS)
- Defendant**
Norton Healthcare, Inc.
- Defendant**
Baptist Health Louisville
- Defendant**
The Marion House
- Defendant**
The Ole Homeplace ADHC
- Defendant**
Access ADHC Adult Day Healthcare LLC
- Defendant**
Bloom Elementary School, JCPS
- Defendant**
USDA Food and Nutrition Services
(FNS)

| Date Filed | # | Docket Text |
|------------|-------------------|---|
| 12/18/2024 | 1 | COMPLAINT against Commonwealth of Kentucky, Cabinet for Health and Family Services, Department of Community-Based Services, Medicaid Services, Louisville Metro Housing Authority, Property Management of Louisville, Centers for Medicare and Medicaid Services, Equifax Workforce Solutions, Norton Healthcare, Inc., Baptist Health Louisville, The Marion House, The Ole Homeplace ADHC, Access ADHC Adult Day Healthcare LLC, Bloom Elementary School, JCPS, USDA Food and Nutrition Services (Filing fee: IFPP). Filed by John R. Fouts, J. A. F.. (Attachments: # 1 Civil Cover Sheet)(slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024) |
| 12/18/2024 | 3 | ADA and Fee Waiver Letter filed by John R. Fouts, J. A. F. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024) |
| 12/18/2024 | 4 | MOTION for Preliminary Injunction, Permanent Restraining and Protective Orders, and Punitive and Compensatory Damages filed by John R. Fouts, J. A. F.. Responses due by 1/2/2025. Replies due by 1/9/2025. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024) |
| 12/18/2024 | 5 | Statement of Venue re 4 MOTION for Preliminary Injunction by John R. Fouts, J. A. F.. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024) |
| 12/18/2024 | 6 | Cover: Urgent Filing re 4 MOTION for Preliminary Injunction by John R. Fouts, J. A. F. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024) |
| 12/18/2024 | 7 | MOTION for Leave to Proceed in forma pauperis filed by John R. Fouts. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024) |
| 12/18/2024 | 8 | MOTION for Leave to Proceed in forma pauperis filed by John R. Fouts. (slh, |





| Civil Criminal Query Reports Utilities Search Help Log Out | |
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| | <p>COURT STAFF (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024)</p> |
| 12/18/2024 | <p>8 MOTION for Leave to Proceed in forma pauperis filed by John R. Fouts. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024)</p> |
| 12/18/2024 | <p>9 CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by John R. Fouts. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024)</p> |
| 12/18/2024 | <p>10 Proposed Summons. (slh, COURT STAFF) (Filed on 12/18/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024)</p> |
| 12/18/2024 | <p>11 Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 3/27/2025. Initial Case Management Conference set for 4/3/2025 at 10:00 AM in San Francisco, Courtroom 10, 19th Floor.</p> <p>Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. (Attachments: # 1 Notice of Eligibility for Video Recording)(slh, COURT STAFF) (Filed on 12/18/2024)</p> <p><small>Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)</small></p> <p>[Transferred from cand on 1/15/2025.] (Entered: 12/23/2024)</p> |
| 12/23/2024 | <p>2 EXHIBITS to 1 Complaint filed by John R. Fouts, J. A. F.. (Related document(s) 1) (slh, COURT STAFF) (Filed on 12/23/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/23/2024)</p> |
| 12/23/2024 | <p>12 ORDER TO SHOW CAUSE. Show Cause Response due by 1/23/2025. Signed by Judge Araceli Martinez-Olguin on December 23, 2024. (amolc2, COURTSTAFF) (Filed on 12/23/2024)</p> <p><small>Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)</small></p> <p>[Transferred from cand on 1/15/2025.] (Entered: 12/23/2024)</p> |
| 12/30/2024 | <p>13 EXHIBITS re 2 Exhibits <i>Unified Defendants Listing Clarified Consolidated Exhibit</i> filed by John R. Fouts. (Related document(s) 2) (Fouts, John) (Filed on 12/30/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/30/2024)</p> |
| 12/30/2024 | <p>14 First MOTION to Compel <i>defendants to accommodate disability needs under the ADA</i> filed by John R. Fouts. Responses due by 1/13/2025. Replies due by 1/21/2025. (Attachments: # 1 Exhibit ADA ACCOMODATION REFUSALS AND OTHER)(Fouts, John) (Filed on 12/30/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/30/2024)</p> |
| 12/30/2024 | <p>15 RESPONSE TO ORDER TO SHOW CAUSE by John R. Fouts . (Attachments: # 1 Exhibit EXHIBIT ADA ACCOMMODATION REFUSALS AND OTHER, # 2 Exhibit EXHIBIT MISC EXAMPLES OF VIOLATIONS, # 3 Exhibit EXHIBIT CRIME-JTOWN, # 4 Exhibit EXHIBIT UNIFIED DEFENDANTS LISTING CLARIFIED CONSOLIDATED)(Fouts, John) (Filed on 12/30/2024) [Transferred from cand on 1/15/2025.] (Entered: 12/30/2024)</p> |
| 01/02/2025 | <p>16 EXHIBITS re 4 MOTION for Preliminary Injunction <i>EXHIBIT-</i></p> |



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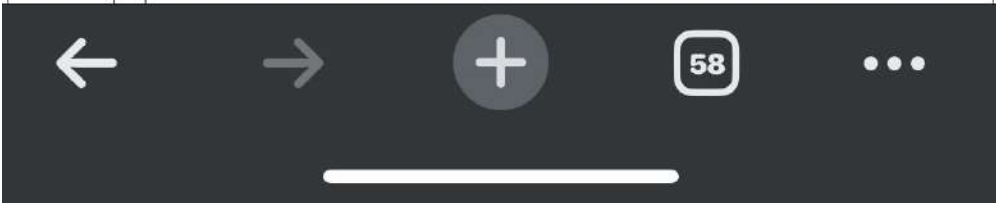


CM ECF

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| 01/30/2025 | 67 | MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S ACCESS TO THE ELECTRONIC CASE FILING (ECF) SYSTEM AND OBJECTION TO UNLAWFUL AFFIDAVIT REQUIREMENT by John R. Fouts. (JM) (Entered: 01/30/2025) |
| 01/30/2025 | 68 | MOTION to Remove Affidavit Requirement for ECF Access and Acknowledgment and Receive all ADA Accommodations in Alignment with Federal Law by Plaintiff John R. Fouts. (JM) (Entered: 01/30/2025) |
| 01/30/2025 | 69 | MOTION to Remove Discriminatory Barriers to ECF and Object to the Implementation of a New Electronic Document Submission System as a Violation of ADA Rights by Plaintiff John R. Fouts. (JM) (Entered: 01/30/2025) |
| 01/30/2025 | 70 | TEXT ORDER: In light of Fouts' affidavit in compliance with the Court's Order (DN 66), the Court grants his request for access to the ECF filing system for this case only (DN 53). This Notice of Electronic Filing is the Official ORDER for this entry. No document is attached. cc: counsel, QC-Clerk (JM) (Entered: 01/30/2025) |
| 01/30/2025 | 71 | MEMORANDUM: For the reasons explained in the accompanying memorandum, the Court denies Plaintiff's motions 54 , 57 , and 61 . cc: Plaintiff (pro se) (JM) (Entered: 01/30/2025) |
| 01/31/2025 | 73 | EMERGENCY MOTION for Temporary Restraining Order Against Station J-Town, A Vida-Management Property by Plaintiff John R. Fouts. (JM) (Entered: 02/03/2025) |
| 01/31/2025 | 74 | EMERGENCY MEDICAL NECESSITY EXHIBIT: Letter from Dr. Jordan Vaughn Regarding Urgent Housing Accommodations by John R. Fouts. (JM) (Entered: 02/03/2025) |
| 01/31/2025 | 75 | EMERGENCY MOTION to Vacate Judicial Orders - Demand Sanctions- Immediate Judicial Oversight- Emergency-TPO- Under VAWA-and-ADA by Plaintiff John R. Fouts. (JM) (Entered: 02/03/2025) |
| 01/31/2025 | 76 | EMERGENCY MOTION for Immediate Protection Under VAWA Recognition of Government Agencies and Court Officials as Abusers and Federal Intervention for Systemic Violation by Plaintiff John R. Fouts. (JM) (Additional attachment(s) added on 2/3/2025: # 1 Exhibit) (JM). (Entered: 02/03/2025) |
| 02/03/2025 | 72 | EMERGENCY MOTION to Reinstate In Forma Pauperis Status Revoked without Legal Basis or Financial Change by Plaintiff John R. Fouts. (JM) (Entered: 02/03/2025) |
| 02/03/2025 | 77 | EMERGENCY MOTION to Reinstate in Forma Pauperis Status Revoked without Legal Basis of Financial Change by Plaintiff John R. Fouts. (JM) (Entered: 02/03/2025) |
| 02/03/2025 | 78 | MOTION to Vacate Unlawful Downgrade to Magistrate Court by Plaintiff John R. Fouts. (JM) (Entered: 02/03/2025) |
| 02/03/2025 | 79 | EMERGENCY MOTION to Vacate Unlawful Downgrade to Magistrate Court by Plaintiff John R. Fouts. (JM) (Entered: 02/04/2025) |

02/05/2025 80 MOTION to Reinstate J.A.F as a Plaintiff Due to Unlawful Removal and



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ecf.kywd.uscourts.gov



CM ECF

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|------------|--------------------|---|
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| 02/03/2025 | 79 | EMERGENCY MOTION to Vacate Unlawful Downgrade to Magistrate Court by Plaintiff John R. Fouts. (JM) (Entered: 02/04/2025) |

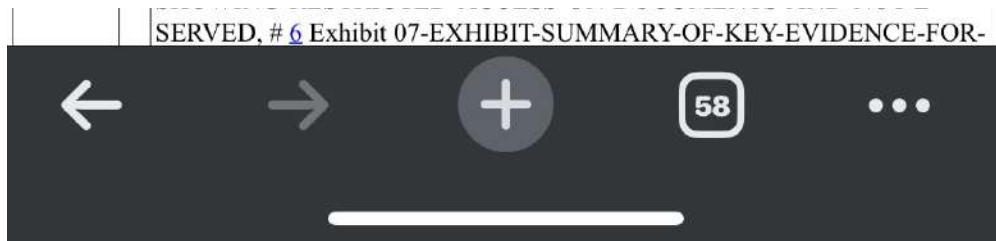


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ecf.kywd.uscourts.gov

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| 02/05/2025 | 80 MOTION to Reinstate J.A.F as a Plaintiff Due to Unlawful Removal and Procedural Violations by Plaintiff John R. Fouts. (JM) (Entered: 02/06/2025) |
| 02/07/2025 | 81 Emergency MOTION for Leave to Proceed in forma pauperis <i>Non-Prisoner Pro Se</i> by Plaintiff John R. Fouts (Attachments: # 1 Memorandum in Support 1 - Memorandum in support of Motion to Proceed In Forma Pauperis, # 2 Affidavit 2 - 2025-02-07-AFFIDAVIT OF JOHN R FOUTS IN SUPPORT OF MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS, # 3 Proposed Order 3 - 2025-02-07-PROPOSED ORDER GRANTING PLAINTIFF'S MOTION TO PROCEED IN FORMA PAUPERIS-WKDC) (Fouts, John) (Entered: 02/07/2025) |
| 02/08/2025 | 82 Emergency MOTION for Temporary Restraining Order <i>for Emergency Injunctive Relief and Supreme Court Escalation due to Systemic Obstruction of Justice.</i> by Plaintiff John R. Fouts (Attachments: # 1 Affidavit EXHIBIT A: 2025-02-08-Affidavit-In-Support-Of-Emergency-Injunction-and-TRO-Last-Day-Of-Lease-John-R-Fouts.pdf, # 2 Exhibit EXHIBIT 1: FEB-3-STATION-JTOWN-HUD-PIH-OTHER-COMMUNICATIONS-NO-RESPONSE.pdf, # 3 Exhibit EXHIBIT 2: FEB-4-STATION-JTOWN-HUD-PIH-OTHER-COMMUNICATIONS-NO-RESPONSE, # 4 Exhibit EXHIBIT 3: FEB-5-STATION-JTOWN-HUD-PIH-OTHER-COMMUNICATIONS-NO-RESPONSE, # 5 Exhibit EXHIBIT 4: SUBJECT-FAILURE-TO-RESPOND-TO-URGENT-LEGAL-MATTER-2025-02-05.pdf, # 6 Exhibit EXHIBIT 5: 2025-02-07-COLLECTION OF RELEVANT EMAIL DELIVERY CERTIFICATES, # 7 Exhibit EXHIBIT 6: EXHIBIT-2024-12-29-ADA-ACCOMMODATION-REFUSAL-EXAMPLES.pdf, # 8 Exhibit EXHIBIT 7: EXHIBIT-UNJUST-LEASE-TERMINATION-HOUSING-CRISIS-VIOLATIONS-ADA-OLMSTEAD.pdf, # 9 Exhibit EXHIBIT 8: !!!EXHIBIT-STATION-JTOWN-VIDA-MGMT-NON-LEASE-RENEWAL.pdf, # 10 Exhibit EXHIBIT 9: FRAUDULENT-FEDERAL-INVESTIGATION-JAMES-TOEWS-HHS, # 11 Proposed Order Proposed Order, # 12 Supplement 2025-02-08-SUPPLEMENTAL-MEMORANDUM-IN-SUPPORT-OF-TRO-JOHN-R-FOUTS-25-CV-33-BJB-RSE) (Fouts, John) (Entered: 02/08/2025) |
| 02/08/2025 | 83 NOTICE OF FILING CERTIFICATE OF SERVICE by John R. Fouts re 82 Emergency MOTION for Temporary Restraining Order <i>for Emergency Injunctive Relief and Supreme Court Escalation due to Systemic Obstruction of Justice.</i> (JM) (Entered: 02/10/2025) |
| 02/10/2025 | 84 ORDER: For the reasons stated in the attached order, the Court denies Fouts's motions for a temporary restraining order (DN 73), for protection under the Violence Against Women Act (DN 76), to "reinstate" his in forma pauperis status (DNs 72 & 77), to grant him in forma pauperis status (DN 81), to vacate the Court's prior orders regarding his motions for a special master and TRO (DN 75), and to vacate the Magistrate Judge referral (DN 78). cc: Plaintiff (pro se) (JM) (Entered: 02/10/2025) |
| 02/23/2025 | 85 Emergency MOTION to Expedite <i>FOR EMERGENCY TRO: UNLAWFUL EVICTION, FRAUD UPON COURT, JUDICIAL SANCTIONS, OBSTRUCTION OF JUSTICE, FEDERAL DOJ INVESTIGATION, CRIMINAL REFERRALS, IMMEDIATE CERTIFICATION FOR SUPREME COURT</i> by Plaintiff John R. Fouts (Attachments: # 1 Affidavit 02-AFFIDAVIT-Affidavit-In-Support-Of-Emergency-Motion-For-Fraud-Upon-The-Court, # 2 Memorandum in Support 03-SUPPLEMENTAL-MEMO-FRAUD-UPON-THE-COURT-SIXTH-WDKY, # 3 Proposed Order 04-PROPOSED-ORDER-FRAUD-UPON-THE-COURT-SIXTH-WDKY, # 4 Exhibit 05-EXHIBIT-EMAIL-SENT-TO-MINDY-SUNDERLAND-WDKY-FRAUD-UPON-THE-COURT, # 5 Exhibit 06-EXHIBIT-DKT-43-SHOWING-RESTRICTED-ACCESS-ON-DOCUMENTS-AND-NOT-E- |

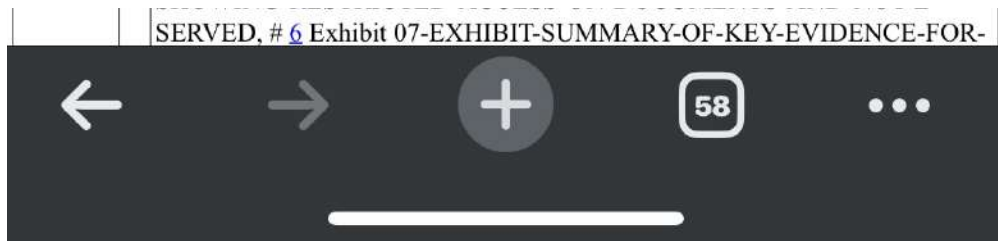


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| 02/05/2025 | 80 | MOTION to Reinstate J.A.F as a Plaintiff Due to Unlawful Removal and Procedural Violations by Plaintiff John R. Fouts. (JM) (Entered: 02/06/2025) |
| 02/07/2025 | 81 | Emergency MOTION for Leave to Proceed in forma pauperis <i>Non-Prisoner Pro Se</i> by Plaintiff John R. Fouts (Attachments: # 1 Memorandum in Support 1 - Memorandum in support of Motion to Proceed In Forma Pauperis, # 2 Affidavit 2 - 2025-02-07-AFFIDAVIT OF JOHN R FOUTS IN SUPPORT OF MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS, # 3 Proposed Order 3 - 2025-02-07-PROPOSED ORDER GRANTING PLAINTIFF'S MOTION TO PROCEED IN FORMA PAUPERIS-WKDC) (Fouts, John) (Entered: 02/07/2025) |
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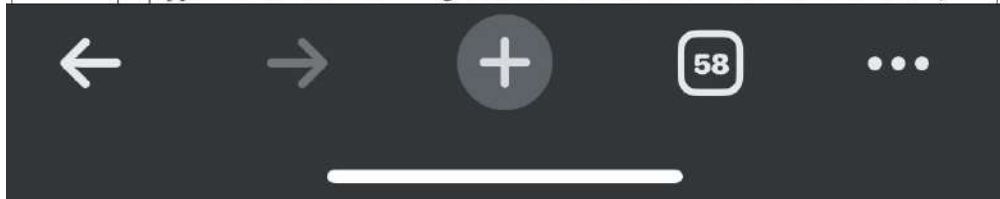
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| | <p>FRAUD-UPON-THE-COURT, # 2 EXHIBIT 06-EXHIBIT-DKT-45-SHOWING-RESTRICTED-ACCESS-ON-DOCUMENTS-AND-NOT-E-SERVED, # 6 Exhibit 07-EXHIBIT-SUMMARY-OF-KEY-EVIDENCE-FOR-FRAUD-UPON-THE-COURT, # 7 Exhibit 08-EXHIBIT-EMERGENCY-FILINGS-EMAIL-OVERVIEW-AND-DELIVERY-CERTIFICATES, # 8 Exhibit 09-EXHIBIT-MINDY-SUNDERLAND-EMAIL-TOPICS-VIEWS-AND-DELIVERY-CERTIFICATES, # 9 Exhibit 10-EXHIBIT-DKT-74-EMERGENCY MEDICAL NECESSITY EXHIBIT LETTER FROM DR. JORDAN VAUGHN, # 10 Exhibit 11-EXHIBIT-DOCUMENTED-EVIDENCE-OF-JUCIDICIAL-CORRUPTION-DKTS-63-70, # 11 Exhibit 12-EXHIBIT-DKT-75-FRAUD-UPON-THE-COURT-SHOWS-ITEMS-STILL-NOT-DOCKETED, # 12 Exhibit 13-EXHIBIT-FURTHER-JUDICIAL-MISCONDUCT-AND-EMERGENCY-FILING-SUPPRESSION, # 13 Exhibit 14-EXHIBIT-JUSTIA-MANIPULATED-CASE-NUMBER-AND-HALF-THE-DOCKETS, # 14 Exhibit 15-EXHIBIT-DOCKET-REFERENCES-MISSING-FOR-MOST-FILINGS-43-THRU-84-IN-WDKY, # 15 Exhibit 16-EXHIBIT-NO-SEARCH-RESULTS-FOR-CASE-NUMBER-GOOGLE-SEARCH, # 16 Exhibit 17-EXHIBIT-DKT62-DENIAL-OF-IFP-REMOVAL-OF-MINOR-JAF-THREAT-OF-DISMISSAL, # 17 Exhibit 18-EXHIBIT-UNLAWFUL-DENIAL-OF-EMERGENCY-RELIEF-DUE-PROCESS-VIOLATIONS, # 18 Exhibit 19-EXHIBIT-UNLAWFUL EVICTION ATTEMPT AND SYSTEMIC HOUSING DISCRIMINATION, # 19 Exhibit 20-EXHIBIT-WHISTLEBLOWER-APPEAL-TO-NATIONAL-LEADERSHIP, # 20 Exhibit 21-EXHIBIT-NEW-CONSTITUTIONAL-AMENDMENT-THE-HOPE-AMENDMENT-DRAFT-JOHN-R-FOUTS-PDFA, # 21 Index EXHIBIT INDEX) (Fouts, John) (Entered: 02/23/2025)</p> |
| <p>02/23/2025</p> | <p>86 Emergency MOTION to Supplement <i>FRAUD UPON THE COURT, JUDICIAL MISCONDUCT AND OBSTRUCTION OF JUSTICE, SANCTIONS, IMMEDIATE CRIMINAL REFERRALS, IMMEDIATE TRO TO STOP UNLAWFUL EVICTION PROCEEDING TAKING PLACE AT 9 AM ON 2/25/2025, AND OTHER ITEMS NOTED IN MOTION</i> re 73 Motion for TRO, 85 Motion to Expedite,,,,,,, 52 Motion for Preliminary Injunction, Motion for Protective Order, Motion for Miscellaneous Relief, 60 Notice (Other), 75 Motion for Miscellaneous Relief, 84 Order on Motion for Miscellaneous Relief,, Order on Motion for TRO,,,,,, Order on Motion for Leave to Proceed in forma pauperis,, 56 Motion for Miscellaneous Relief, 82 Motion for TRO,,,,, 57 Motion for Miscellaneous Relief, 46 Motion for Preliminary Injunction, Motion for Permanent Injunction, Motion for Protective Order, 74 Notice (Other), 83 Notice (Other), 59 Motion for Sanctions, 76 Motion for Miscellaneous Relief, 61 Notice (Other), 62 Order,, Add and Terminate Parties, 64 Notice (Other), 54 Motion for Miscellaneous Relief, 55 Motion for Miscellaneous Relief, 47 Motion for Miscellaneous Relief by Plaintiff John R. Fouts (Attachments: # 1 Supplement SUPPLEMENTAL-MEMORANDUM-IN-SUPPORT-OF-EMERGENCY-MOTION-FOR TRO-AND-FRAUD-UPON-THE-COURT, # 2 Supplement SUPPLEMENTAL-MEMO-TO-BE-ASSOCIATED-WITH-DOCKET-85-EMERGENCY-MOTION-FRAUD-UPON-THE-COURT) (Fouts, John) (Entered: 02/23/2025)</p> |
| <p>02/24/2025</p> | <p>87 NOTICE OF APPEAL (Interlocutory) by John R. Fouts. Filing fee \$ 605 Due. (*Note this was originally filed at the USCA. The USCA has forwarded the</p> |

appeal to our court for filing. See the attached cover letter from the USCA)



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| | <p>Protective Order, Motion for Miscellaneous Relief, 82 Notice (Other), 84 Motion for Miscellaneous Relief,, Order on Motion for TRO,,,,,,,,,,,,,, Order on Motion for Leave to Proceed in forma pauperis,, 56 Motion for Miscellaneous Relief, 82 Motion for TRO,,,,, 57 Motion for Miscellaneous Relief, 46 Motion for Preliminary Injunction, Motion for Permanent Injunction, Motion for Protective Order, 74 Notice (Other), 83 Notice (Other), 59 Motion for Sanctions, 76 Motion for Miscellaneous Relief, 61 Notice (Other), 62 Order,, Add and Terminate Parties, 64 Notice (Other), 54 Motion for Miscellaneous Relief, 55 Motion for Miscellaneous Relief, 47 Motion for Miscellaneous Relief by Plaintiff John R. Fouts (Attachments: # 1 Supplement SUPPLEMENTAL-MEMORANDUM-IN-SUPPORT-OF-EMERGENCY-MOTION-FOR TRO-AND-FRAUD-UPON-THE-COURT, # 2 Supplement SUPPLEMENTAL-MEMO-TO-BE-ASSOCIATED-WITH-DOCKET-85-EMERGENCY-MOTION-FRAUD-UPON-THE-COURT) (Fouts, John) (Entered: 02/23/2025)</p> |
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| 02/24/2025 | <p>89 NOTICE from the USCA: Writ of Mandamus filed. Notice filed by Petitioner Mr. John Fouts. Petition Received in 6CA: 02/24/2025. (JM) (Entered: 02/25/2025)</p> |
| 02/25/2025 | <p>88 NOTICE of Deficiency re 87 Notice of Interlocutory Appeal. Filing fee has not been paid. Failure to comply will be brought to the attention of the Court. Response due by 3/27/2025. (JM) (Entered: 02/25/2025)</p> |
| 02/26/2025 | <p>90 USCA Case Number 25-5155 for 87 Notice of Interlocutory Appeal, filed by John R. Fouts. (Case Manager: Sharday S. Swain) (JM) (Entered: 02/26/2025)</p> |
| 02/28/2025 | <p>91 ORDER: For the reasons stated in the attached order, the Court denies Fouts's "emergency" motions (DNs 85 & 86) and instructs him that this case is subject to dismissal if he doesn't pay the filing fee or demonstrate that he is entitled to relief from the Court's order denying him <i>in forma pauperis</i> status on or before March 7, 2025. cc: Counsel (JM) (Entered: 02/28/2025)</p> |
| 03/06/2025 | <p>92 Emergency MOTION for Reconsideration re 84 Order on Motion for Miscellaneous Relief,, Order on Motion for TRO,,,,,,,,,,,,,, Order on Motion for Leave to Proceed in forma pauperis,, <i>IN REFERENCE TO DOCKET 81 MOTION FOR LEAVE TO PROCEED IFP AND SUBSEQUENT DENIAL DOCKET 84, EMERGENCY MOTION FOR RECONSIDERATION TO GRANT IFP STATUS</i> by Plaintiff John R. Fouts (Attachments: # 1 Affidavit AFFIDAVIT OF JOHN R. FOUTS IN SUPPORT OF EMERGENCY MOTION FOR RECONSIDERATION OF GRANTING IFP STATUS, # 2 Supplement SUPPLEMENTAL MEMO IN SUPPORT OF RECONSIDERATION OF GRANTING IFP STATUS, # 3 Proposed Order PROPOSED ORDER GRANTING IFP STATUS) (Fouts, John) (Entered: 03/06/2025)</p> |
| 03/06/2025 | <p>93 Emergency MOTION for Recusal OF JUDGE BENJAMIN J. BEATON by Plaintiff John R. Fouts (Attachments: # 1 Affidavit AFFIDAVIT IN SUPPORT OF RECUSAL, # 2 Supplement SUPPLEMENTAL MEMO IN SUPPORT OF RECUSAL, # 3 Proposed Order PROPOSED ORDER IN SUPPORT OF RECUSAL) (Fouts, John) (Entered: 03/06/2025)</p> |
| 03/29/2025 | <p>94 NOTICE re [56, 64, 85, 86, 93] Supplement: Emergency Coordination Across Criminal Referrals, Judicial Misconduct, ADA/WAWA Failures, Fraud Upon the Court, and RICO Pattern Evidence (Exhibits 115) by John R. Fouts re 4, 78 MOTION to</p> |



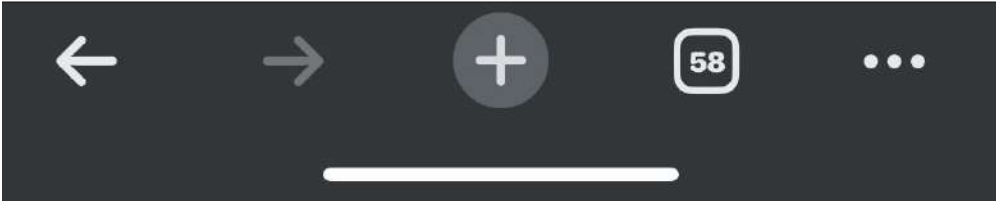
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| <p>CM ECF Civil Criminal Query Reports Utilities Search Help Log Out</p> | |
| | <p>GRANT IFP STATUS by Plaintiff John R. Fouts (Attachments: # 1 Affidavit AFFIDAVIT OF JOHN R. FOUTS IN SUPPORT OF EMERGENCY MOTION FOR RECONSIDERATION OF GRANTING IFP STATUS, # 2 Supplement SUPPLEMENTAL MEMO IN SUPPORT OF RECONSIDERATION OF GRANTING IFP STATUS, # 3 Proposed Order PROPOSED ORDER GRANTING IFP STATUS) (Fouts, John) (Entered: 03/06/2025)</p> |
| 03/06/2025 | <p>93 Emergency MOTION for Recusal OF JUDGE BENJAMIN J. BEATON by Plaintiff John R. Fouts (Attachments: # 1 Affidavit AFFIDAVIT IN SUPPORT OF RECUSAL, # 2 Supplement SUPPLEMENTAL MEMO IN SUPPORT OF RECUSAL, # 3 Proposed Order PROPOSED ORDER IN SUPPORT OF RECUSAL) (Fouts, John) (Entered: 03/06/2025)</p> |
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| 04/10/2025 | <p>95 MEMORANDUM OPINION: The Court dismisses this action without prejudice because of Fouts's failure to comply with court orders. cc: Plaintiff (pro se), Defendants (JM) (Entered: 04/10/2025)</p> |
| 04/10/2025 | <p>96 ORDER: For the reasons set forth in the separate memorandum opinion entered today (DN 95), the Court dismisses this action without prejudice and denies Fouts's pending motions as moot. This is a final order. cc: Plaintiff (pro se) (JM) (Entered: 04/10/2025)</p> |
| 04/10/2025 | <p>97 ORDER of USCA as to 87 Notice of Interlocutory Appeal: Appeal is dismissed for lack of jurisdiction. Decision not for publication. No mandate to issue. (JM) (Entered: 04/10/2025)</p> |
| 04/10/2025 | <p>98 JUDGMENT of USCA as to 87 Notice of Interlocutory Appeal. (JM) (Entered: 04/10/2025)</p> |

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| PACER Login: | jfouts1979 | Client Code: | |
| Description: | Docket Report | Search Criteria: | 3:25-ev-00033-BJB-RSE |
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Pages: 11 Cost: 1.10



May 22, 2025

John R Fouts
2904 Sitka Dr # 29
Louisville KY 40299-3051

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 17-84S0-76M
Policy Number: 17L917679
Date of Loss: March 15, 2025

Dear John R Fouts:

Thank you for speaking with me on May 22, 2025 regarding the claim you have submitted related to the events of March 15, 2025.

To confirm our conversation, you stated you have reported to us for the purposes of making a record only. to pursue a claim for damage related to the events of March 15, 2025.

Should you decide to pursue a claim, please notify us immediately. A delay in pursuing a claim for damage could impact the necessary investigation and the outcome of your claim.

If you decide to pursue a claim, your Deductible is \$500.00.

State Farm Fire and Casualty Company reserves its right to accept or deny coverage if you subsequently pursue a claim. All provisions of your policy apply to any claim you submit.

If you have questions or need assistance, call us at (844) 458-4300 Ext. 61096.

17-84S0-76M

Page 2

May 22, 2025

Sincerely,

Robin Williams

Claim Specialist

(844) 458-4300 Ext. 61096

statefarmfireclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (844) 458-4300 Ext. 61096 to discuss sensitive information.

State Farm Fire and Casualty Company

Take advantage of our self-service options

Go to statefarm.com[®] to easily review claim status, update communication and claim payment preferences, and many other insurance services.

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AMAZON MKTPL*BH6QP90M3 \$106.36 106.36 USD Apr 18, 2025 0.5%

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CHICK-FIL-A #02899 \$13.80 13.8 USD Apr 18, 2025 0.5%

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BELLHOP \$1,395.90 1,395.9 USD Apr 18, 2025 0.5%

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Riggs Tire + Auto Service

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| CUSTOMER'S ORDER NO. | DEPARTMENT | DATE 4/22/25 |
| NAME John Fouts | | |
| ADDRESS Honda CRV | | |
| CITY, STATE, ZIP | | |

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| SOLD BY Chad | CASH | C.O.D. | CHARGE | ON. ACCT. | MDSE. RETD. | PAID OUT |
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| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|----------|---------------------|---------------|--------|
| 1 | Power Steering Pump | 1600.00 | |
| 2 | w/ labor | | |
| 3 | 1 Alternator | | |
| 4 | w/ labor | | |
| 5 | 1 Labor of Chris | | |
| 6 | | | |
| 7 | | | |
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| 10 | | tw 96.00 | |
| 11 | | | |
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| 16 | | | |
| 17 | | | |
| 18 | | | |



[Handwritten signature]

total 1696.00
- 1696.00

RECEIVED BY *[Signature]*

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11



```
limit)
Models:      none

Preferred User Language: en-US
Country Code:  US
Keyboards:   en_US QWERTY, emoji Emoji
OS Cryptex File Extents: 17133
```

9:18

5G 82%



ChatGPT.diskwrites_reso...



```
(22E240)","distributor_id":"com.apple.AppStore","name":"ChatGPT","incident_id":"D1E80A10-CAFC-4CB7-A71A-623AC75BEAB5"}
```

Date/Time: 2025-04-11 22:58:43.178 -0400

End time: 2025-04-12 00:09:42.294 -0400

OS Version: iPhone OS 18.4 (Build 22E240)

Architecture: arm64e

Report Version: 60

Incident Identifier: D1E80A10-CAFC-4CB7-A71A-623AC75BEAB5

Data Source: Microstackshots

Shared Cache: 74A09B00-8B1D-3195-AB2A-D76D10F7A6B1 slid base address 0x18aa78000, slide 0xaa78000

Command: ChatGPT

Path: /private/var/containers/Bundle/Application/EF88122B-

D77E-47F7-9969-4A1D2CE8A3D9/ChatGPT.app/ChatGPT

Identifier: com.openai.chat

Version: 1.2025.091 (14276231291)

Adam ID: 6448311069

Is First Party: No

Beta Identifier: 083A3E51-66FB-4034-89C8-EB23D9C2CE47

Resource Coalition: "com.openai.chat"(1098)

On Behalf Of: 15 samples UNKNOWN [34, 3887, 4004, 4117] (14

samples originated by UNKNOWN [34, 3887, 4004, 4117], 1 sample

originated by ChatGPT [3411])

Architecture: arm64

Parent: UNKNOWN [1]

PID: 3411

Event: disk writes

Action taken: none

Writes: 1095.00 MB of file backed memory dirtied over 4259 seconds (257.10 KB per second average), exceeding limit of 12.43 KB per second over 86400 seconds

Writes limit: 1073.74 MB

Limit duration: 86400s

Writes caused: 1095.00 MB

Writes duration: 4259s

Duration: 4259.12s

Duration Sampled: 1011.25s (event starts 3244.19s before samples, event ends 3.67s after samples)

Steps: 20 (10.49 MB/step)

Hardware model: iPhone15,5

Active cpus: 6

HW page size: 16384


VM page size: 16384

Shared cache residency: 19.02% (929.25 MB / 4886.25 MB)

Time Since Boot: 17091s

Time Awake Since Boot: 15311s

Time Since Wake: 635s

```
Total CPU Time: 103.887s
Advisory levels: Battery -> 3, User -> 3, ThermalPressure -> 20,
Combined -> 2
Free disk space: 15.20 GB/119.08 GB, low space threshold 150 MB
Vnodes Available: 64.92% (12985/20000, 10000 allocated, 10000 soft
limit)
Models:      none      
```