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REPORTER'S RECORD

CAUSE NO. 471-02114-2025

BRANDON MATTHEW GILLESPIE and JAMIE GILLESPIE,	)	IN THE DISTRICT COURT
	)	
Plaintiffs,	)	
	)	
VS.	)	471st JUDICIAL DISTRICT
	)	
CONSUMERS COUNTY MUTUAL INSURANCE COMPANY,	)	
	)	
Defendant.	)	COLLIN COUNTY, TEXAS

\*\*\*\*\*

MOTION HEARING

NOVEMBER 18, 2025

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On the 18th day of November, 2025, the following proceedings came on to be held in the above-titled and numbered cause before the Honorable Bryan Gantt, Judge Presiding, in McKinney, Collin County, Texas, proceedings reported by realtime machine shorthand.

**A P P E A R A N C E S**

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**P R O C E E D I N G S**

(Tuesday, November 18, 2025, 9:57 a.m.)

**THE COURT:** At this time I'll go ahead and call 471-02114-2025. That's Brandon Matthew Gillespy versus Consumers County Mutual Insurance Company and Travelers Texas MGA, Incorporated, and would request that all attorneys please make their announcements for the record.

**MR. PHENIX:** Your Honor, Rusty Phoenix here on behalf of the plaintiffs, Brandon Matthew Gillespy and Jamie Gillespy.

**THE COURT:** Good morning, Mr. Phenix.

**MR. PHENIX:** Good morning, Your Honor.

**MR. RUTHERFORD:** Your Honor, Bryan Rutherford on behalf of the defendants.

**THE COURT:** Good morning, Mr. Rutherford.

**MR. RUTHERFORD:** Good morning, Judge.

**THE COURT:** Okay, Counsel. So today we are set on the motion to compel appraisal and appoint umpire.

Mr. Phenix, it is your motion. You may proceed.

**MR. PHENIX:** And, Your Honor, if I could give a brief statement just introducing and that?

**THE COURT:** Yes, sir. Go ahead.

1                   **MR. PHENIX:** Your Honor, the exhibits,  
2 which I have before the Court now, it's Exhibits 1  
3 through 5, and the first two are Insurance Code  
4 sections -- actually, three Insurance Code sections.  
5 The first one is the Unfair Claim Settlement Practices  
6 Act. The second one relates to the Payment of Claims  
7 Act. And then there is the insurance policy, which I  
8 just took out the part that applies to this case, which  
9 is the comprehensive portion of the policy. I think the  
10 same thing is attached to the defendant's response.

11                   And then we have the email invoking the  
12 appraisal process, which was June 21, 2024, and that is  
13 actually attached to defendant's response to our motion.

14                   And then I have the CCC ONE market  
15 valuation report, which is a document that is used by a  
16 lot of insurance companies to value vehicles through  
17 the use of a computer algorithm, and we'll have some  
18 testimony about that as well.

19                   But, basically, there is -- I'll just kind  
20 of give you some facts and then I'll give you the points  
21 that I think are important, cogent to consider on this.

22                   And the facts are that this happened --  
23 this loss occurred on May 5, 2024, Cinco de Mayo. And  
24 it happened when Ms. Gillespy, Jamie Gillespy, was  
25 driving the insured vehicle, which was an Acadia

1 automobile -- and I think it's a 2023 -- and had an  
2 accident, one-vehicle accident, which ran the tire up  
3 into the wheel well, which is, pretty much,  
4 non-repairable. And so it did not take long -- I think  
5 about 48 hours -- for that vehicle to be determined a  
6 total loss.

7           A CCC ONE report was made on that one.  
8 That is Exhibit 5. And that report made a  
9 determination, through the computer algorithm, of the  
10 value of that vehicle to be \$40,418. And then there's  
11 some interesting parts of that, which we'll talk about  
12 when I have my public adjuster to testify, Robert  
13 McDorman.

14           And then after that -- the reason that I  
15 included the Insurance Code provisions is, there are  
16 strict rules that relate to payment once it's determined  
17 that the claim is accepted and that it's going to be  
18 paid. That has to be paid within five days of that  
19 decision. And that is -- you'll see that. That's  
20 Exhibit 2, which is Insurance Code Section 542.056.  
21 That gives them 15 days to make the decision. And then  
22 542.057 gives them five days after that to pay it.

23           And so Mr. Gillespy, he works in a body  
24 shop. He's very familiar with this. He gets contacted  
25 about the payment. They want to have the car turned

1 over, signed a title on it, and then pay off the loan,  
2 and he cooperates in all of that, knowing that if he  
3 doesn't cooperate in all of that, that it could cause  
4 some loss of money on the claim, failure to mitigate,  
5 which we hear that quite often. I'm sure the Court has  
6 heard that a number of times in this proceeding or in  
7 this courtroom.

8           And so he does that. And there is a few  
9 self-serving statements made in the emails like -- and  
10 that's what they are hanging their hat on -- to try to  
11 claim that this was all he was going to get and somehow  
12 he settled his claim. The important thing to note about  
13 this is, within 47 days after this loss, appraisal was  
14 invoked, and you'll hear that there were six notices  
15 sent to Travelers on this, Consumers on this, and not a  
16 single reply, and then nothing happened. We filed suit  
17 and here we are.

18           And so there are three issues, and these  
19 are the three things I want the Court to consider on  
20 this. Number one is we have an absolute contractual  
21 right to appraisal. And you will see this -- I have  
22 tabbed this page under the policy. And you will see  
23 that on the yellow pad. It's CCMIC 000032. And in that  
24 it says: If we and you do not agree on the amount of  
25 loss, either may demand an appraisal of the loss. In

1 this event, each party will select a competent and  
2 impartial appraiser within 20 days after receiving the  
3 written request from the other. The two appraisers will  
4 select an umpire. If they cannot agree on an umpire  
5 within 15 days, you or we may request that selection be  
6 made by a judge of a court having jurisdiction. The  
7 appraisers will state separately the actual cash value  
8 and the amount of the loss. If they fail to agree, they  
9 will submit their differences to the umpire. A decision  
10 agreed to by two -- by any two will be binding. Each  
11 party will pay its chosen appraiser and bear the  
12 expenses of the appraisal and umpire equally.

13           And this is an important part,  
14 the "B" part. The "B" part says: We do not waive any  
15 of our rights under this policy by agreeing to an  
16 appraisal.

17           And so in its response to this and in the  
18 sworn statement that is filed with the motion for  
19 summary judgment by Travelers, leads us to the other two  
20 things I want the Court to consider. The other two  
21 things that I want the Court to consider, first of all,  
22 is there is no settlement. There was no settlement.  
23 There is no signed document of settlement. There is  
24 nothing that indicates that Mr. Gillespy or Jamie  
25 Gillespy settled or released their right to pursue

1 appraisal or any of their rights under the policy other  
2 than to receive what they paid and do what they're  
3 required to do to comply and participate and mitigate  
4 whatever damages that they might have had under this  
5 policy by letting the vehicle go and signing the  
6 documents necessary to transfer the title.

7           The second part of that is, by its conduct  
8 and by even filing this motion and by standing before  
9 this Court and claiming that this case has settled,  
10 Consumers has violated Section 541. And if you will  
11 look at Exhibit 1. And I really wanted to put this at  
12 the top of the heap because Exhibit 1 says that  
13 "undertaking to enforce a full and final release of a  
14 claim from a policyholder" -- that's a first-party  
15 claim -- "when only a partial payment has been  
16 made, unless the payment is a compromise settlement of a  
17 doubtful or disputed claim."

18           By its response, Consumers has, basically,  
19 breached its contract in front of this Court and on the  
20 record, and by its response and claiming that whatever  
21 payment they made under the Prompt Payment of Claims Act  
22 was a final settlement of this claim, it's admitted a  
23 breach of this provision of the Insurance Code. And so  
24 that's our position in the case.

25           And we would like to call Mr. Gillespy.

1 Do you want him to come forward or can he --

2 **THE COURT:** Yes.

3 Mr. Gillespy, if you can come up to this  
4 chair and remain standing. I'll go ahead and swear you  
5 in, and then we can move forward.

6 Please raise your right hand.

7 **BRANDON GILLESPY,**

8 having been first duly sworn, testified as follows:

9 **THE COURT:** Very well. Please take that  
10 seat. You can adjust the microphone. You are the first  
11 witness of the day. So make sure that green light is  
12 on.

13 Okay. Mr. Phenix, you may proceed.

14 **MR. PHENIX:** Thank you, Your Honor.

15 **DIRECT EXAMINATION**

16 **BY MR. PHENIX:**

17 Q. State your full name, please, sir.

18 A. Brandon Matthew Gillespy.

19 Q. And, Mr. Gillespy, you are the plaintiff in  
20 this claim; is that right?

21 A. Correct.

22 Q. And you were -- had communications with  
23 Consumers County Mutual -- actually, Travelers,  
24 adjusting arm for Consumers about your claim; is that  
25 correct?

1 A. Correct.

2 MR. RUTHERFORD: Objection; leading.

3 MR. PHENIX: I think we're just  
4 establishing some basic facts.

5 THE COURT: Overruled, but please proceed.

6 MR. PHENIX: Okay.

7 Q. (BY MR. PHENIX) what kind of communications did  
8 you have with them?

9 A. Email communication regarding the loss.

10 Q. And in that email communication regarding the  
11 loss, did you ever intend or agree to settle your claim?

12 A. No.

13 Q. Did you ever agree or intend to take less than  
14 what the value of your vehicle was?

15 A. No.

16 Q. Did you ever intend to release any of your  
17 rights to appraisal or any other rights that you had  
18 under your policy of insurance?

19 A. No.

20 Q. Have you ever signed any document that you  
21 agreed to settle this claim and release any rights?

22 A. No.

23 Q. So this happened when your wife was driving the  
24 car, had a one-vehicle accident?

25 A. Correct.

1 Q. After that, there were communications -- and  
2 before we get into that, you kind of have -- where do  
3 you work?

4 A. I work for Park Place Bodywerks.

5 Q. And are you the head of -- is that in McKinney?

6 A. It's in Dallas.

7 Q. Dallas.

8 And as the -- what's your role at Park  
9 Place?

10 A. I am the body shop manager.

11 Q. And, as such, do you get to see a lot of  
12 claims?

13 A. About 500 claims per month. Yes.

14 Q. And are you familiar with the procedures when a  
15 vehicle is determined a total loss?

16 A. Very familiar.

17 Q. And once you -- and what's your understanding  
18 of those procedures as far as when a vehicle is  
19 determined a total loss and an amount has been offered  
20 on the claim?

21 A. The goal from the insurance side is to get the  
22 vehicle out of the facility as fast as possible to limit  
23 any storage fees, administrative fees or anything of  
24 that sort.

25 Q. And have you seen that in your shop thousands

1 of times?

2 A. Thousands. The most common practice right now  
3 used by insurance carriers is to deduct any of those  
4 fees out of your settlement. So getting the vehicle out  
5 of the facility as fast as possible is the goal so that  
6 no fees or storage is taken out of the settlement.

7 Q. And so you have seen this happen countless  
8 times?

9 A. Countless.

10 Q. And when you got notice of this and accepting  
11 what they paid or what they were willing to pay and  
12 signing the documents necessary to transfer the title of  
13 the vehicle, did you intend to release or settle any  
14 rights?

15 A. No.

16 Q. What were you trying to do?

17 A. Trying to limit any fees from being deducted  
18 from my settlement and used as a tactic by the insurance  
19 companies and try to get my wife into another vehicle as  
20 fast as possible so that she could get to work so that  
21 we could buy another vehicle.

22 **MR. PHENIX:** May I approach, Your Honor?

23 **THE COURT:** Yes.

24 Q. (BY MR. PHENIX) I want to show you what --

25 **MR. PHENIX:** This is Exhibit 5, Your

1 Honor.

2 THE COURT: Okay.

3 Q. (BY MR. PHENIX) I'm going to show you what's  
4 previously been marked as Exhibit 5 and ask you if you  
5 have seen that document before?

6 A. Yes.

7 Q. Is that a document that was sent to you by your  
8 insurance carrier, Consumers County Mutual?

9 A. Yes.

10 Q. On that document, on the front page, it has --  
11 right under "base value of the vehicle," what are those  
12 words that you see there?

13 A. "Condition adjustment."

14 Q. And then it says on that condition adjustment  
15 of --

16 A. Positive \$1550.

17 Q. I am looking at that. I've got my glasses on.  
18 That's \$1559; is that right?

19 A. Correct.

20 Q. Do you need my glasses?

21 A. Yeah.

22 Q. And I want to look over at a different page on  
23 this one.

24 Let me ask you this. And being involved  
25 in these claims that you have seen in the past, people

1 who have been in your shop, have you noticed anything  
2 about the CCC ONE values?

3 A. Yes.

4 Q. And what have you noticed about that?

5 A. They're widely inaccurate.

6 Q. And have you ever really dug into a report to  
7 see how they're widely inaccurate?

8 A. Some.

9 Q. I want to just flip over to Page 17 and 18 of  
10 your report, and that's where the vehicle condition is  
11 set forth. Do you see that?

12 A. Yes.

13 Q. And when we look at Page 17, we see that's a  
14 1559 there at the bottom of all those columns. That's  
15 where the plus came from?

16 A. Correct.

17 Q. And then --

18 **THE COURT:** Hold on. Page 17?

19 **MR. PHENIX:** That was 17.

20 **THE COURT:** Seventeen of 20?

21 **MR. PHENIX:** It's actually -- I'm sorry --  
22 Page 18. Forgive me. Yeah. It starts on 17. The  
23 addition of 1559 is on Page 18.

24 **THE COURT:** Is this one that's Bates  
25 marked 27 at the bottom, GILLESPIY000027?

1                   **MR. PHENIX:** It would be Bates  
2 stamped GILLESPIY000 -- I was going with the Bates  
3 stamped numbering. I'm sorry. That's how it's  
4 confusing. Yes. Forgive me for that.

5                   **THE COURT:** Got it.

6                   **MR. PHENIX:** I am sometimes hard to  
7 follow. I try to be easy to follow, Your Honor.

8                   **THE COURT:** No. That's okay. So that's  
9 Page 9 of 20, but it's Bates marked GILLESPIY000018?

10                   **MR. PHENIX:** Yes. Thank you, Your Honor.

11                   **THE COURT:** Okay. Thank you.

12           Q.     (BY MR. PHENIX) And it shows there that -- yeah.  
13 At the bottom of Page GILLESPIY000018, that's where that  
14 1559 came from; is that right?

15           A.     Yes.

16           Q.     Then we look over to Page GILLESPIY000020, and  
17 we see that this report pulled up several comps on your  
18 vehicle, compared it to, I guess, try to justify what  
19 they are claiming on the price?

20           A.     Um-hmm.

21           Q.     Is that --

22           A.     Yes.

23           Q.     And when we get over to Page GILLESPIY000022, I  
24 want you to look at Comp 1, Comp 2, Comp 3 on that  
25 column. Go down to the bottom part that's kind of

1 highlighted in green. Just above that, it's got  
2 "Condition." Do you see that?

3 A. Yes.

4 Q. And then compared to those comparable vehicles,  
5 what did they do to the condition of your vehicle  
6 compared to those?

7 A. Deducted \$2800 on all three.

8 Q. Do you know if it's mathematically possible  
9 that there would be three vehicles that were actually  
10 \$2800 in difference from your vehicle?

11 A. Not possible.

12 Q. When you look at that report and see that the  
13 condition of the vehicle was 1559 plus on the column  
14 where they are specific about that, yet \$2800 is  
15 deducted on another place, can you justify that?

16 A. No.

17 Q. Can you find any reason that supports that in  
18 that document?

19 A. Not that I found.

20 Q. Do you know why they would do that?

21 A. No.

22 Q. Do you have an opinion as to whether or not  
23 that is correct?

24 A. I don't believe it is correct.

25 Q. And when you took this -- I guess, really, they

1 sent the money to -- I'll proceed back.

2 when they sent the money to you, they  
3 didn't really send it to you. They sent it to your  
4 mortgage company; is that right?

5 A. Correct.

6 Q. Did you have a mortgage on this car that was  
7 more than the amount that they sent or less than the  
8 amount that they sent?

9 A. It was more.

10 Q. How much more?

11 A. Approximately \$7,000 more.

12 Q. And so are you still paying on that or have you  
13 paid that off?

14 A. I paid that off.

15 Q. And at the time they made this payment, did you  
16 intend to invoke appraisal?

17 A. Yes.

18 Q. And I think that that appraisal was invoked, if  
19 I look at the records right -- I believe if I look at  
20 Exhibit 4, that appraisal was invoked on June the 21st?

21 A. Correct.

22 Q. And I asked Siri about this on the way in. I  
23 didn't do the counting myself. Siri tells me that that  
24 is 47 days after May the 5th. Does that sound about  
25 right to you?

1 A. Sounds about right.

2 Q. As soon as you got this, did you start looking  
3 for adjusters to handle this for you?

4 A. Yes.

5 Q. And did you secure an adjuster?

6 A. Yes.

7 Q. And was that an auto claims specialist with  
8 Mr. McDorman?

9 A. Yes.

10 MR. PHENIX: I'll pass the witness, Your  
11 Honor.

12 THE COURT: Counsel.

13 MR. RUTHERFORD: Your Honor, I'm going to  
14 use a few exhibits. May I approach as necessary?

15 THE COURT: Yes. Are you going to  
16 approach the witness or are you using the ELMO?

17 MR. RUTHERFORD: Approach the witness.

18 THE COURT: Okay. Yes.

19 MR. RUTHERFORD: Unfortunately, I've got  
20 one copy. So I may stand there. Is that all right?

21 THE COURT: That's okay with me.

22 MR. RUTHERFORD: Thank you.

23 **CROSS-EXAMINATION**

24 BY MR. RUTHERFORD:

25 Q. Mr. Gillespy, I'm going to show you a few

1 documents that have been filed with the Court. I'm  
2 going to show you the first one is marked as Exhibit A1.  
3 Do you see it's from an individual with -- I'll say  
4 Travelers but Consumers County Mutual? Can we agree on  
5 that?

6 A. Yes.

7 Q. Thank you.

8 And it's to you, and it's dated May 22nd.  
9 Do you see that?

10 A. Yes.

11 Q. Do you see the payoff amount, \$42,804.95?

12 A. Yes.

13 Q. Do you recall receiving this information from  
14 Travelers?

15 A. Yes.

16 Q. And at the time you received it, how did you  
17 convey to Travelers or Consumers that you took issue  
18 with the dollar amount that they were offering?

19 A. I couldn't at that point because I am not a  
20 professional, as a vehicle value expert. I don't  
21 determine what values are. So I don't know what the  
22 true settlement should be. So I consulted with a  
23 professional, at which point we determined that the  
24 settlement was not accurate, and then I invoked my right  
25 to appraisal, which was ignored.

1 Q. You testified earlier that there are storage  
2 fees that are taken out. Can you show me on this  
3 document, between the time of the accident May 5th and  
4 May 22nd, when this was issued, how many storage fee  
5 dollar amounts were taken out?

6 A. Well, there wasn't because I mitigated the  
7 loss, and I got the vehicle into the possession of  
8 Travelers as fast as humanly possible so that there were  
9 no fees deducted. But as a professional in the  
10 industry, I am aware of that issue, as I deal with  
11 countless clients, constantly, that have storage fees  
12 deducted from their loss.

13 MR. RUTHERFORD: Objection; nonresponsive  
14 to everything after "yes."

15 Q. (BY MR. RUTHERFORD) I'll show you what has been  
16 marked as Exhibit A2. I'll ask you, do you see it's from  
17 yourself, back to Travelers, dated May 22nd, 2024?

18 A. Yes.

19 Q. And what did you type back to Travelers?

20 A. "Thank you."

21 Q. And what was the portion that the Travelers  
22 professional wrote? Can you see that there?

23 A. It says, "We issued the entire settlement to  
24 the lienholder on 5/20. Thank you."

25 Q. Thank you. Appreciate that.

1                   You testified earlier that you have  
2 handled 500 claims a month and that you know the  
3 process; is that right?

4           A.    Correct.

5           Q.    why would you not advise Travelers you had a  
6 problem with something that said "entire settlement"?

7           A.    well, I did once I knew there was an issue with  
8 the settlement.

9           Q.    when you say "issue with the settlement," can  
10 you advise why was there a delay from May 22nd, with  
11 this entire settlement, to June 21st?

12          A.    Because once it was determined and consulting  
13 with my public adjuster that there was an issue with the  
14 settlement, at that point we invoked the right to  
15 appraisal.

16          Q.    Again, you stated that you've handled, roughly,  
17 500 claims a month for what period of time?

18          A.    Through our facility. I have been in the  
19 position that I am currently, I have been there for 11  
20 years in this position, and prior to that, I was  
21 employed with the company as an estimator that also  
22 handled insurance claims since 2010.

23          Q.    So it's fair to say you are intimately familiar  
24 with the process?

25          A.    Correct.

1 Q. You testified earlier, I believe, that  
2 insurance companies like to move these claims along and  
3 get them to completion. What is your experience on how  
4 quickly these claims are closed out?

5 A. I have no experience with closing out claims.  
6 I specifically handle the repair side of it. So as far  
7 as the claim actually being closed, I don't have any  
8 experience with that because I don't handle that portion  
9 of the claim.

10 Q. Understood.

11 The email address you were sending the  
12 appraisal letter and other information from, did you  
13 receive a bounceback from that email?

14 A. No.

15 Q. Would it surprise you to learn that Travelers  
16 closed out the claim after 30 days and that the  
17 appraisal information never went to anyone?

18 A. That would surprise me --

19 **MR. PHENIX:** I'd object as asking him to  
20 speculate on something he couldn't possibly know.

21 **THE COURT:** Sustained.

22 **MR. RUTHERFORD:** Judge, I'll pass the  
23 witness.

24 **THE COURT:** Any redirect?

25 **MR. PHENIX:** No redirect, Your Honor.

1                   **THE COURT:** Sir, you may step down.

2                   You may call your next witness.

3                   **MR. PHENIX:** Thank you, Your Honor.

4                   We'd call Robert McDorman.

5                   **THE COURT:** Mr. McDorman, before I swear  
6 you in, can you please spell your name for the record.

7                   **THE WITNESS:** It's M-c, capital

8 D-o-r-m-a-n, sir.

9                   Sir, would you raise your right hand,  
10 please.

11                                   **ROBERT MCDORMAN,**

12                   having been first duly sworn, testified as follows:

13                   **THE COURT:** Please be seated and adjust  
14 the microphone.

15                   Mr. Phenix, you may proceed.

16                   **MR. PHENIX:** Thank you.

17                                   **DIRECT EXAMINATION**

18 BY MR. PHENIX:

19                   Q. State your full name for the record, please,  
20 sir.

21                   A. Robert Lindell McDorman.

22                   Q. Mr. McDorman --

23                   **THE COURT:** Mr. Phenix, hold on one  
24 second. Before you go further, can you pull that  
25 microphone to the edge of the table.

1                   **MR. PHENIX:** Yes. Right here?

2                   **THE COURT:** Pull at the base if you're  
3 going to remain standing, which is A-OK. No, no.  
4 Toward you. Keep coming with it.

5                   **MR. PHENIX:** I'll sit down.

6                   **THE COURT:** Okay. Perfect. Go ahead.

7           Q.    (BY MR. PHENIX) Tell the judge a little bit about  
8 yourself, what you do.

9           A.    I'm a licensed public insurance adjuster. I am  
10 licensed to handle real property and personal property  
11 claims. We only handle personal property claims in our  
12 office. I have been doing this -- I have been licensed  
13 by the Department of Insurance for, roughly, seven,  
14 eight years as a public insurance adjuster, maybe nine.

15          Q.    Were you recently involved in some legislation  
16 that led to an appraisal bill?

17          A.    I was.

18          Q.    And is there now in Texas, as a result of this  
19 last session of the legislature, is there an appraisal  
20 bill that was effective September the 1st of this year?

21          A.    It is, sir. It took us three full sessions to  
22 get that passed.

23          Q.    And that appraisal bill -- I know this claim  
24 has a contractual provision, but now is there also a  
25 provision under law that relates to this claim?

1 A. There is.

2 MR. RUTHERFORD: Objection; calls for a  
3 legal conclusion, speculation.

4 MR. PHENIX: Your Honor, he was part of  
5 writing the bill. I'll develop that.

6 MR. RUTHERFORD: Also relevance with  
7 respect to this lawsuit and the time it was filed and  
8 the effective date of the law that came in later.

9 MR. PHENIX: Your Honor, we'll move on.

10 THE COURT: Go ahead and move forward.  
11 The effective date was something I was waiting to hear  
12 about. Go ahead.

13 Q. (BY MR. PHENIX) Okay. So your first involvement  
14 in this case, was it around June of 2023?

15 A. It was shortly after the date of loss.

16 Q. Okay. I guess that would be 2024, right?

17 A. I think that's right.

18 Q. Yes. And kind of give us the process by which  
19 that took place.

20 A. Mr. Gillespy sent me his market valuation  
21 report. We looked at it and did some research on it and  
22 determined that the actual cash value had been  
23 undervalued, and then we recommend that he hire an  
24 independent appraiser to further do that and invoke his  
25 right to appraisal.

1 Q. And there's some processes in place, once you  
2 get that, to evaluate the report and to kind of gather  
3 comparable sales to see if it's correct or accurate?

4 A. There is. We -- especially after the -- have  
5 received the report. We pull extensive comparables and  
6 data on the market valuation report itself to try to  
7 determine how the carrier arrived at their adjusted  
8 value.

9 Q. You've done a -- have you kept records on the  
10 accuracy of CCC ONE through the years that you have done  
11 this?

12 A. Extensive records.

13 Q. And on the average, how far off are the CCC ONE  
14 reports that are utilized by insurance companies?

15 **MR. RUTHERFORD:** Objection; calls for  
16 expert testimony.

17 **MR. PHENIX:** Your Honor, I think I've got  
18 him listed as an expert, but I don't know that that has  
19 really even been -- we've reached that yet. We have him  
20 listed as a witness.

21 **MR. RUTHERFORD:** I'm not sure what we're  
22 talking about on listed.

23 **THE COURT:** Yeah. That was one of the  
24 reasons for my pause. Are you talking about in  
25 disclosures, or what listing?

1           **MR. PHENIX:** well, really, I think he is  
2 qualified to answer the question. I don't know that  
3 it's necessary that I have -- that we have gone past our  
4 expert designations at this point in time. But for this  
5 purpose, in this hearing, I would tender him as an  
6 expert on this issue, or it really -- I don't know how  
7 much of an expert opinion it is if he has been keeping  
8 stats, and he knows what those stats are.

9           **THE COURT:** So what's your objection?

10          **MR. RUTHERFORD:** I don't know the  
11 methodology. I don't know what he's looked at, the  
12 underlying foundational facts. Is he looking at what  
13 CCC sees or is he looking at what his, you know,  
14 baseball stats on keeping track of his team are?

15          **THE COURT:** I think that's a ripe area for  
16 cross-examination, but based on his personal knowledge,  
17 I'm going to allow the testimony. So the objection is  
18 overruled.

19          Q. (BY MR. PHENIX) And just from a standpoint --  
20 your organization, it participates in the appraisal  
21 process on thousands of claims; is that right?

22          A. That's correct, yes, sir.

23          Q. And you have, in your organization, how many  
24 appraisers -- well, not your organization, but how many  
25 public adjusters that are handling these kind of claims?

1           A.    We've got a total right now of 51 employees.  
2   Probably seven of them are public insurance adjusters.  
3   Thirty of them are all lines adjusters.

4           Q.    And in your experience in dealing with CCC ONE  
5   reports, do you collect the data?

6           A.    We do, sir.

7           Q.    How do you collect the data?

8           A.    When the reports come to us from our clients,  
9   we put what it is and we look at what the value range  
10   differences are, and then we record all of that, which  
11   we turned over extensive data to the legislators and  
12   everybody involved to get the mandatory appraisal  
13   passed.

14          Q.    And in looking at the data that you have and  
15   the appraisal process that has led to an appraisal --  
16   final appraisal on these claims, what is generally the  
17   difference between the CCC ONE report and what  
18   ultimately comes out of the appraisal process on the  
19   average?

20          A.    \$4300.

21          Q.    So if I hear you correctly, the appraisal  
22   process is generally \$4300 more than what is in the CCC  
23   ONE report?

24          A.    That's the Delta that those claims are  
25   under-indemnified.

1 Q. And in this case was Mr. Gillespy  
2 under-indemnified?

3 A. He was.

4 Q. And in this case was the amount that was paid  
5 to him, the 4200 -- \$42,804.95 that was paid to he and  
6 his wife for the lost vehicle, was that a partial  
7 payment or a total payment?

8 MR. RUTHERFORD: Objection --

9 THE WITNESS: It was partial.

10 THE COURT: Hold on one second.

11 MR. RUTHERFORD: Sorry. Speculation.

12 THE COURT: That objection is overruled.

13 Q. (BY MR. PHENIX) was it a partial payment?

14 A. It was, sir.

15 Q. And in dealing with the invocation of  
16 appraisal, when you have had a hearing like this, before  
17 a judge, trying to enforce the appraisal process, has it  
18 ever been denied?

19 A. Never.

20 Q. Is it something that you understand is kind of  
21 sacred within the policy?

22 A. It is.

23 MR. PHENIX: I'll pass the witness, Your  
24 Honor.

25 THE COURT: Cross?

1                   **MR. RUTHERFORD:** No questions, Your Honor.

2                   **THE COURT:** Sir, you may step down at this  
3 time.

4                   **THE WITNESS:** Thank you, Your Honor.

5                   **THE COURT:** Thank you.

6                   **MR. PHENIX:** Your Honor, may I approach?  
7 I have a couple of -- I just have one opinion, a Supreme  
8 Court opinion.

9                   **THE COURT:** Sure. Just a quick question.  
10 Do you have any other witnesses?

11                   **MR. PHENIX:** No, Your Honor.

12                   **THE COURT:** Okay. Thank you.

13                   **MR. PHENIX:** Your Honor, if the Court  
14 won't get upset with me quoting a headnote, I'm just  
15 going to read a few words from the Supreme Court  
16 opinion.

17                   **THE COURT:** Sure.

18                   **MR. PHENIX:** It says: while trial courts  
19 have discretion as to the timing of an appraisal, they  
20 have no discretion to ignore a valid appraisal clause  
21 entirely.

22                   **THE COURT:** Mr. Phenix, anything further?

23                   **MR. PHENIX:** Nothing further, Your Honor.

24                   Oh. Your Honor, I do have one little bit.

25                   I would tender these exhibits. That would

1 be Exhibits 1 through 5. And then also the -- I have  
2 attached a list of appraisers to our motion -- umpires  
3 to our motion, and I have the resumes on each of those  
4 for the Court's review, which is Exhibits 6 through 11.

5 **THE COURT:** Are you offering Plaintiffs'  
6 Exhibits 1 through 5 or Plaintiffs' Exhibits 1 through  
7 11?

8 **MR. PHENIX:** It's 1 through 11, Your  
9 Honor.

10 **THE COURT:** Any objection to Plaintiffs'  
11 Exhibits 1 through 11?

12 **MR. RUTHERFORD:** No objection, Your Honor.  
13 Thank you.

14 **THE COURT:** Hearing no objection,  
15 Plaintiffs' Exhibits 1 through 11 are admitted at this  
16 time.

17 Mr. Rutherford.

18 Mr. Phenix, I am assuming that was it,  
19 correct?

20 **MR. PHENIX:** That was it.

21 **THE COURT:** Just making sure.

22 Mr. Rutherford.

23 **MR. RUTHERFORD:** Sure, Judge.

24 As we stated in our motion, there  
25 absolutely is a right to appraisal. It's contractual.

1 It's existed for years, as Mr. Phenix said. There is no  
2 dispute about that.

3 The Texas Supreme Court, as I cited in the  
4 brief, in *In re Universal Underwriters of Texas*,  
5 345 S.W.3d at 407, the court held the appraisal clause  
6 may be invoked only when the parties have reached an  
7 impasse -- and that is a term of art -- in their  
8 negotiations regarding the amount of damages due.

9 Some of the other cases I have cited from  
10 San Antonio and Fort Worth identify an impasse as a  
11 mutual understanding that neither will negotiate  
12 further.

13 Our position as laid out in the response  
14 and as laid out in the summary judgment we also filed is  
15 that the claim was settled. It was the language used in  
16 the emails back and forth were entire settlements. I  
17 think that we have to give that effect.

18 I hear Mr. Gillespy say, more than 30 days  
19 after the payment was made to pay off the vehicle, that  
20 he had some heartburn about it, that he wanted to invoke  
21 the appraisal clause. I get that. However, claims have  
22 a finite amount of time, and then they're closed. And  
23 that's what happened here, is more than 30 days elapsed  
24 from the time they reached a dollar amount.

25 Mr. Gillespy never came back and said, "whoa, whoa,

1    whoa.  I've got an appraisal from somewhere else" or  
2    "I've got an estimate from somewhere else, and it's for  
3    a different dollar amount.  Let's talk about this."  
4    That's how you would -- in the facts, that's how you  
5    invoke the appraisal clause.

6                    I do acknowledge that he sent the letter  
7    on June 21st, but, again, that is way more than 30 days  
8    after the claim was not only handled; it was handled  
9    within a couple of days.  But the payment was made.  The  
10   payoff was done.  We've got this string of emails that  
11   say entire settlement.  There was no whoa, whoa, whoa,  
12   whoa, whoa.  That's something that would be --

13                   **THE COURT:**  Let me jump in on that because  
14   I want to make sure, and I tried to review everything,  
15   but we also had a lot of stuff on my docket.  So I just  
16   want to make sure I'm not missing something.  Is there  
17   something other than this Exhibit A2 that you have that  
18   would show -- let me ask a different way.  Is A2 the  
19   best document that you have, from your position, showing  
20   that there is a settlement?

21                   **MR. RUTHERFORD:**  A1 and A2, yes.

22                   **THE COURT:**  Okay.

23                   **MR. RUTHERFORD:**  And A1 is the thank-you  
24   email acknowledging that full payment had been sent.

25                   **THE COURT:**  Yes, sir.

1                   **MR. PHENIX:** I'll respond to that after.

2                   **THE COURT:** Okay.

3                   **MR. RUTHERFORD:** So, Judge, again, I would  
4 argue an impasse was not reached for the purposes of the  
5 Texas Supreme Court. I understand the lawsuit was filed  
6 later. It was filed by Mr. Gillespy, despite  
7 Mrs. Gillespy being the one involved in the accident,  
8 signing over the title, all those types of things. I  
9 know that that may have been cured by the amended  
10 petition that was recently filed. We can address those.

11                   **THE COURT:** Here is the question that I  
12 have real quick, which is, it seems like some of the  
13 things that you are arguing in this spot run in line  
14 with the motion for summary judgment. And just so the  
15 record is real clear, this motion has got to stand --  
16 motion and response has to stand on its own because the  
17 motion for summary judgment hasn't been set yet. I know  
18 it's been filed, but it hasn't been set yet. So there  
19 is not an opportunity for a response yet.

20                   **MR. RUTHERFORD:** Agreed. I am not asking  
21 for an adjudication on release today. I am asserting it  
22 as a defense to this motion.

23                   **THE COURT:** Right. Okay. So I just want  
24 to make sure -- and then that kind of segues into my  
25 next point, which is, if I am reading the policy

1 correctly, is it right that if the Court was to grant  
2 this and we have the umpire that's assessed, then the  
3 parties, as far as a cost to that, the parties split  
4 that equally; is that right?

5 **MR. PHENIX:** Yes, Your Honor.

6 **MR. RUTHERFORD:** Bear the expenses of the  
7 appraisal and umpire equally. That's right.

8 **MR. PHENIX:** Each party pays their own  
9 appraiser. Each party pays half the umpire.

10 **THE COURT:** Right. So here is what I am  
11 asking, because what we are dealing with today is the  
12 motion to compel appraisal, not the motion for summary  
13 judgment, although I do understand your point. We're  
14 going to talk a little bit about it.

15 what is the downside to the Court granting  
16 the appraisal or umpire at this point? Does it change  
17 your position on your motion for summary judgment? That  
18 is something that's totally separate. And if the  
19 parties are -- if the parties are splitting the cost  
20 equally and this is information that is additional data  
21 on the claim, what is the downside and what's the harm  
22 to your client?

23 **MR. RUTHERFORD:** The harm actually to both  
24 sides is that we go and pay for the appraisal process.  
25 You know, the Court can craft any number of equitable

1 solutions. You know, ordering us to mediation might be  
2 one, although I don't know if it would be fruitful.  
3 Without going into the dollar amounts, Mr. Phenix and I  
4 have discussed, you know, the possibility of settlement  
5 because, all things considered, this is a small dollar  
6 amount. And we have a gap between us. Getting to the  
7 point of appraisal, I don't know that that changes much.  
8 It may be that the appraisal comes back and it says,  
9 yeah, we're going to split the difference. Does that  
10 really move the ball? I'm not sure that it does.

11 **THE COURT:** Well, here is the reason that  
12 I am asking that question. And it's not so much that I  
13 am trying to do an equity spot as much as I am trying to  
14 apply the law to the facts on the case.

15 And then I am looking at it, and your  
16 argument appears to be, hey, I don't think that you've  
17 reached impasse and yet there is not an agreement on the  
18 amount. And so if there is not an agreement on the  
19 amount, it seems like you need -- both parties may need  
20 another data point on it. And if you are in a spot  
21 where both parties -- as I read the -- as I read the  
22 parts of the policy -- and, by the way, I appreciate you  
23 highlighting the parts of the policy because I recognize  
24 that is a lot of stuff. But if I am reading that and  
25 both parties split that, it's not because I am asking it

1 from an equity standpoint. It's that the policy is  
2 applied. You guys are going to have another data point  
3 at that point.

4 I have some concerns with regards to A2.  
5 And this may be in your motion for summary judgment.  
6 I'm not trying to -- the only reason I am trying to  
7 address it is because it is raised in this spot of  
8 whether or not that is an acceptance of a full -- I know  
9 just the phrase "entire settlement" somehow makes that,  
10 but I don't know that that is really the most important  
11 part of today's hearing, which is just to have the  
12 appraisal. And it seems like both sides are going to be  
13 paying for it.

14 So that's where I am. That's where I am  
15 trying to figure out what's the harm on that and how is  
16 that -- if you believe that the law does not allow that,  
17 then what is the point of the law that I'm missing?

18 **MR. RUTHERFORD:** Yeah. Yes, Judge, I do  
19 understand that. It may be talking it through in that  
20 manner. It may be appropriate for me to set my motions  
21 for summary judgment. And to your issue, if we have two  
22 data points, which is, is there a valid release or not  
23 and do we go to appraisal. So talking it through out  
24 loud, it may make sense to decide this 21 days from now.

25 **MR. PHENIX:** May I be heard?

1           **THE COURT:** Yes.

2           **MR. PHENIX:** I think the outcome of the  
3 appraisal is vital, and we're willing to pay -- I think  
4 the average cost for the umpire is --

5           **THE COURT:** well, hold on one second  
6 before you get there, because I will get to a reply. I  
7 just want to make sure that Mr. Rutherford has --

8           Is that your full response? I didn't mean  
9 to cut it off.

10          **MR. RUTHERFORD:** I was talking out loud a  
11 little bit there.

12          **THE COURT:** Go ahead.

13          **MR. RUTHERFORD:** So if the Court were to  
14 hear our summary judgment on release and decide, is  
15 there a valid release, yes or no -- because that is the  
16 backstop. If the claims were released, then there is no  
17 claim under the policy. There can be no appraisal  
18 clause to invoke. And impasse is the backstop to that.  
19 But, yes, release is the first issue of the day.

20          **THE COURT:** Right, but that's in the  
21 motion for summary judgment, and this motion to compel  
22 has been filed ahead of time. I am looking at the  
23 policy.

24                 well, before I go into that,  
25 Mr. Rutherford, anything else to address as far as a

1 response?

2 MR. RUTHERFORD: No, Your Honor.

3 THE COURT: Mr. Phenix?

4 MR. PHENIX: When you look at the policy,  
5 it's contractual.

6 THE COURT: Can you pull the microphone  
7 closer?

8 MR. PHENIX: Yes. I'm with you. I'll  
9 have a seat. Every time I sit down and address the  
10 Court, I hear Louis Mulder on my background saying, "Get  
11 on your feet, Phenix."

12 So, looking at the policy, it's a  
13 contractual right. And when we talk about equities and  
14 just common sense -- let's just apply common sense to  
15 this situation -- they are not waiving anything by  
16 participating in the appraisal process. If they want to  
17 bring the claim -- if they want to continue to come  
18 before the Court and violate the Unfair Claims  
19 Settlement Practices Act by claiming that they're  
20 enforcing a settlement of a claim for which a partial  
21 payment is made, so be it. Let them do that. I kind of  
22 like that.

23 But the issue is, once we get the  
24 appraisal process completed, we will know if there has  
25 been a partial payment or not. And the cost of doing

1 that -- I can put Mr. McDorman back on because he serves  
2 as an umpire in cases. The cost of doing that, I'd  
3 represent to the Court, as an officer of the Court, it's  
4 around 800 bucks. Split two ways, it's \$400 apiece.  
5 That's not going to pay for me leaving Henderson, Texas,  
6 when it comes to attorney's fees, okay, nor  
7 Mr. Rutherford.

8           So it's going to give us a basis to make  
9 this claim, something that is a mathematical calculation  
10 rather than a jury trial. That's why that's in the  
11 policy. That's why we have an appraisal bill now, and  
12 that's why the courts -- I mean, it's their contract.  
13 They wrote it in this coverage, and they don't want us  
14 taking advantage of it. They want to claim a case is  
15 settled that has not been settled. I don't think the  
16 evidence has shown that today nor will it in a motion  
17 for summary judgment. But we need this piece. We need  
18 this data point, and I think, really, to deny it would  
19 be a serious abuse of discretion, as stated by the court  
20 and the Supreme Court in the *Johnson* case, *State Farm*  
21 *vs. Johnson*.

22           **THE COURT:** Okay. Thank you, Mr. Phenix.

23           So making sure that I understand, in your  
24 prayer, you are asking the Court to appoint an umpire,  
25 not an appraiser. This is to appoint an umpire,

1 correct?

2           **MR. PHENIX:** We have -- each party  
3 appoints their own appraisers. And the language in the  
4 policy -- and, really, where Consumers has breached it,  
5 once we invoke appraisal and -- if you look at the  
6 invocation of appraisal, we appointed vehicle value  
7 Experts as our appraiser. Once we did that, Consumers  
8 had 20 days to appoint their appraiser. Under the  
9 language of the policy, the two appraisers get together  
10 and appoint an umpire. Since this has all broken down,  
11 we're asking the Court to do that because we had to file  
12 a motion just to get this rolling. If the Court wants  
13 them to appoint an appraiser and then let the guys talk  
14 about an umpire, that's fine.

15           **THE COURT:** No. I am just making  
16 sure that -- I am reading through your prayer, and I'm  
17 talking to the parties, making sure that we're on the  
18 same page.

19           **MR. PHENIX:** We're all on the same page.

20           **THE COURT:** You're asking for one umpire  
21 pulled out of these --

22           **MR. PHENIX:** Out of those five. Five or  
23 six. I think we gave you six.

24           **THE COURT:** Right.

25           **MR. PHENIX:** And then I am asking the

1 Court to order that the appraisal process be completed.  
2 And it won't take any time. It takes about 21 days to  
3 get this thing done, on the average. Once you get  
4 everybody engaged, they do their work and they get it  
5 done.

6 **THE COURT:** Okay. Thank you, Mr. Phenix.  
7 Mr. Rutherford, on the umpires, do you  
8 have any -- do you wish to be heard on which of these  
9 umpires?

10 **MR. RUTHERFORD:** Well, the policy says the  
11 parties' two appraisers will select an umpire, not the  
12 Court or anybody else, no disrespect. But the portion  
13 that Mr. Phenix wants to invoke specifically says -- I  
14 am paraphrasing a little bit -- in the event of,  
15 essentially, an impasse, each party will select a  
16 competent and impartial appraiser within 20 days after  
17 receiving the written request from the other. If they  
18 cannot agree upon an umpire within 15 days, then at that  
19 point the selection must be made by the judge. But  
20 we're not at the point where our two appraisers, whoever  
21 they may be, can make that determination. So I'd just  
22 argue that there is a step before we get to that point.

23 **MR. PHENIX:** And, Your Honor, all I can  
24 say is we are a year and five months after we invoked  
25 appraisal, not 36 days or 35 days.

1           **THE COURT:** So, Mr. Rutherford, just to be  
2 clear, reading the appraisal, it looks like that -- the  
3 appraisal clause that's within the policy, it looks like  
4 that would have been within 20 days.

5           Mr. Phenix, am I understanding you  
6 correctly that you had presented those or your side had  
7 presented those to the defendant, your appraisers  
8 previously?

9           **MR. PHENIX:** Well, they didn't communicate  
10 with our appraiser. So I think that is what  
11 Mr. McDorman said. He sent the six notices and never  
12 got a reply. And so we filed that list with our motion  
13 to compel appraisal.

14           **THE COURT:** Right. Let me interrupt one  
15 second. So those have been sent to the other side?

16           **MR. PHENIX:** Yes.

17           **THE COURT:** Do you know approximately when  
18 and was it more than 20 days ago?

19           **MR. PHENIX:** It was attached to this  
20 motion. So I think we filed this motion back in -- let  
21 me see if I got that. It was attached to the motion  
22 that was filed August 28th. And it is Exhibit 3 to our  
23 motion. So it's been in their hands since that time,  
24 Mr. Rutherford's hands.

25           **THE COURT:** Got it. So your motion was

1 filed on --

2 MR. PHENIX: August 28th.

3 THE COURT: August 28th.

4 Mr. Rutherford, that seems to me to be  
5 more than 20 days.

6 MR. RUTHERFORD: Sure. So it says the two  
7 appraisers will select an umpire. So if you are  
8 directing me to get an appraiser to communicate with  
9 their appraiser, I respectfully disagree but I  
10 understand that that's what the policy allows to have  
11 happen.

12 THE COURT: Well, actually, the sentence  
13 that I'm looking at, it says, if they cannot agree upon  
14 an umpire within 15 days, you or we may request that the  
15 selection be made by a judge having -- or a court having  
16 jurisdiction.

17 MR. RUTHERFORD: Sure. I understand  
18 that's Step B.

19 THE COURT: Well, I guess the question I  
20 have is that, if you had that appraiser standpoint in  
21 there for well over the 20 days, this seems to be an  
22 unnecessary delay, unless you think differently. I  
23 mean, if you -- it seems to me, if you were wanting to  
24 move forward on this, to have an argument with regards  
25 to an appraiser, then there should have been an

1 appraiser appointed so you could already have an umpire  
2 selected.

3 **MR. RUTHERFORD:** Yeah.

4 **THE COURT:** If that's wrong, let me know  
5 why.

6 **MR. RUTHERFORD:** I will tell you -- sure,  
7 Judge. I will tell you that I found -- and probably  
8 Mr. Phenix found the same -- maybe 30 cases dealing with  
9 appraisal. Very few of them go up. The language in  
10 here is pretty standard across Texas policies that I  
11 have looked at. And it's got these steps. I will tell  
12 you, I have not seen them be interpreted by an appellate  
13 court, other than impasse. That's the big thing.

14 **THE COURT:** Right. And I understand that.  
15 I am just --

16 **MR. PHENIX:** And, Your Honor, the  
17 Travelers policy or the Consumer County policy goes a  
18 step further than most. It says, if they haven't  
19 agreed, it gives the court having jurisdiction over the  
20 case the power. That's a contractual provision. It  
21 gives you the power in the contractual provision.

22 Now, there are cases out there -- I think  
23 there is a *State Farm vs. Luke* case. I think I've cited  
24 that one in my motion. I can tell you that. When they  
25 don't say that, that gives the court the power to do

1 that. That's the *Laas vs. State Farm* case. But in this  
2 case, it's a contractual provision that gives the court  
3 the power -- the parties agreed that you have the power  
4 to appoint that umpire.

5 **THE COURT:** Yes, Mr. Rutherford.

6 Mr. Phenix, I appreciate that, but what I  
7 am asking Mr. Rutherford is, each party is supposed to  
8 select a competent and impartial appraiser within 20  
9 days after receiving the written request from the other.

10 So you've got -- even if I go -- at some  
11 point well before August 28th, there must have been a  
12 letter sent out because that letter is attached to an  
13 August 28, 2025, filing, and we're here on  
14 November 18th. So we're past that 20 days. So, I mean,  
15 from my window of looking at it, you had 20 days if you  
16 were going to select an appraiser -- or your client did.  
17 Your client chose not to select an appraiser. We are  
18 here. I believe both sides agree this is a court of  
19 competent jurisdiction.

20 So it looks like there is six umpires that  
21 are suggested. Do you have one that you either like a  
22 lot or one that you object to?

23 **MR. RUTHERFORD:** Of the stack, Johnny  
24 Trent is the one I am familiar with. Without agreeing  
25 that it's proper, I would say that Johnny --

1           **THE COURT:** Right. I understand you're  
2 not waiving any -- preserve whatever that you have. I  
3 am just looking at it, and the goal is to try -- y'all  
4 are in a lawsuit. So were also filed. And we've got  
5 deadlines under OCA that I am trying to keep moving  
6 along. And, to me, that looks like an additional 20  
7 days that have already happened. But from that  
8 perspective, if Mr. Trent -- let me pull his  
9 information.

10           **MR. RUTHERFORD:** Number 9, Judge.

11           **THE COURT:** I noted that there are some of  
12 these that are out of state.

13           **MR. RUTHERFORD:** I noted that as well.

14           **THE COURT:** Yeah. Is Mr. Trent one of the  
15 ones that's out of state?

16           **MR. PHENIX:** I think he's in state. Let  
17 me see.

18           **MR. RUTHERFORD:** I would throw this idea  
19 out there, too, Judge. You know, the vehicle is gone.  
20 It's been gone for well over 16 months. I will  
21 acknowledge that there are cases out there that say, in  
22 certain circumstances, appraisers and umpires can look  
23 at photographs. It may not be enough, but they can do  
24 that.

25           **MR. PHENIX:** Your Honor, I can bring my

1 umpire back up, but these things are done on  
2 photographs. They are not done on looking at the  
3 vehicles. They only look at the vehicles maybe like one  
4 out of a hundred times. So everybody does it on  
5 photographs.

6 **THE COURT:** So, basically, what you are  
7 saying is, you can have it to any of these people; it's  
8 not somebody that needs to travel?

9 **MR. PHENIX:** Right.

10 **THE COURT:** Because when I was reviewing,  
11 looking at it, not understanding exactly the timelines  
12 on it, I was looking at having someone in the -- it  
13 looked like there was an individual that was here in  
14 Sulfur Springs, which is close by.

15 I am hearing John Trent. Mr. Phenix, do  
16 you have any objection to Mr. Trent?

17 **MR. PHENIX:** Absolutely not, Your Honor.

18 **THE COURT:** Okay. Well, then if the  
19 parties agree with Mr. Trent, then he'll be appointed as  
20 the umpire.

21 **MR. RUTHERFORD:** For the record, I'd  
22 respectfully disagree.

23 **THE COURT:** Yea. I was just about to say,  
24 Mr. Rutherford, your objections are noted.

25 **MR. RUTHERFORD:** Thank you.

1                   **THE COURT:** Your objection to the  
2 appointment of the umpire is noted. But you agree that  
3 Mr. Trent, out of these six, if the Court is going to  
4 appoint, you are okay with that?

5                   **MR. RUTHERFORD:** Understood.

6                   **THE COURT:** Is that --

7                   **MR. RUTHERFORD:** Agreed, yes.

8                   **THE COURT:** Just making sure we're on the  
9 same wavelength.

10                   Okay. So, Mr. Rutherford, have you had an  
11 opportunity to review the order granting the plaintiffs'  
12 motion to compel appraisal that was submitted?

13                   **MR. RUTHERFORD:** Do you have an extra  
14 copy?

15                   Thank you, sir.

16                   **MR. PHENIX:** Your Honor, the one that you  
17 have, does it have "whose address is" on it?

18                   **THE COURT:** No. It just has a blank. "It  
19 is further ordered that," and then it has the blank for  
20 the person that is appointed as the umpire.

21                   **MR. PHENIX:** I had two orders. I wanted  
22 to make sure that we had the right one.

23                   **MR. RUTHERFORD:** My only objection to the  
24 form of the order, Judge, is that it includes Travelers  
25 Texas MGA, Inc., which did not issue the policy.

1 Consumers County Mutual Insurance Company --

2 MR. PHENIX: If the Court wants to  
3 strike --

4 MR. RUTHERFORD: -- I'll stipulate that  
5 they issued the policy.

6 MR. PHENIX: And if the Court wants to  
7 strike through that. I dropped them from our most  
8 recent -- it was very confusing as to who issued the  
9 policy when we filed this lawsuit.

10 MR. RUTHERFORD: And, again, I stipulate  
11 that Consumers County is the policy.

12 THE COURT: Right. And sticking with  
13 that, just so the --

14 Mr. Phenix, I may need a hard copy. I am  
15 just double-checking. That is probably the reason that  
16 that information is there, is that this was submitted on  
17 September 2nd, 2025. And there's a few lawyers in the  
18 gallery as well. So, everyone, kind of take note on  
19 this. If there is an order that is filed over 30 days  
20 ahead of time, there is actually a processing problem.  
21 Even if I was to sign it and send it down, the PDF can't  
22 process, for whatever reason.

23 So I am going to go ahead and sign this on  
24 the hard copy. I am going to reject the electronic copy  
25 that is there. This is a software issue, and it's a

1 software issue with Tyler Technologies. It's not having  
2 anything to do with the local. But we have had that  
3 issue.

4 **MR. PHENIX:** Your Honor, I'm going to  
5 bring you another one that has the address. It's got a  
6 block for Mr. Trent's address on it.

7 **THE COURT:** Okay.

8 **MR. PHENIX:** And I'm going to strike out  
9 "and Travelers MGA."

10 **THE COURT:** Okay. So I have signed that  
11 order. I put in the Grillo Lane address for Mr. Trent  
12 off of his exhibit --

13 **MR. PHENIX:** It's on that resume.

14 **THE COURT:** Yes.

15 So the bailiff will file this. How many  
16 copies would you guys like?

17 **MR. PHENIX:** If we could have --

18 **MR. RUTHERFORD:** One for me is fine,  
19 Judge.

20 **MR. PHENIX:** I will take two, if I can.

21 **THE COURT:** Three copies, Officer Burnett.  
22 Thank you.

23 Is there anything further for the Court to  
24 take up in this matter at this time?

25 **MR. RUTHERFORD:** Not at this time, Judge.

1                   **THE COURT:** Thank you. The parties are  
2 excused.

3                   we'll go off the record.

4                   (Proceedings were concluded at 10:58 a.m.)  
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1 STATE OF TEXAS

2 COUNTY OF COLLIN

3 I, Denise Carrillo, Official Court Reporter in and  
4 for the 471st District Court of Collin, State of Texas,  
5 do hereby certify that the above and foregoing contains  
6 a full, true and correct transcription of evidence and  
7 other proceedings requested in writing by counsel for  
8 the parties to be included in this volume of the  
9 Reporter's Record in the above-styled and numbered  
10 cause, all of which occurred in open court or in  
11 chambers and was reported by me.

12 I further certify that this Reporter's Record of  
13 the proceedings truly and correctly reflects the  
14 exhibits, if any, offered by the respective parties.

15 WITNESS MY OFFICIAL HAND this the 20th day of  
16 May, 2026.

17 /s/ Denise Carrillo  
18 Denise Carrillo, CSR, RMR, CRR  
19 Texas CSR #9269  
20 Official Court Reporter  
21 471st District Court  
22 2100 Bloomdale Rd., Suite 30276  
23 McKinney, Texas 75071  
24 Telephone: 972.547.1803  
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Expiration: 5/31/2028

Denise Carrillo, CSR, RMR, CRR  
Official Court Reporter - 471st District Court

## Tex. Ins. Code § 541.060

\*\*\* This document is current through the 2025 Regular Session and the 2nd C.S. of the 89th Legislature. \*\*\*

Texas Statutes & Codes Annotated by LexisNexis® > Insurance Code >  
Title 5 Protection of Consumer Interests (Subts. A — G) > Subtitle C Deceptive,  
Unfair, and Prohibited Practices (Chs. 541 — 600) > Chapter 541 Unfair Methods of  
Competition and Unfair or Deceptive Acts or Practices (Subchs. A — J) > Subchapter  
B Unfair Methods of Competition and Unfair or Deceptive Acts or Practices Defined (§§ 541.051 —  
541.061)

### Sec. 541.060. Unfair Settlement Practices.

(a) It is an unfair method of competition or an unfair or deceptive act or practice in the business of insurance to engage in the following unfair settlement practices with respect to a claim by an insured or beneficiary:

- (1) misrepresenting to a claimant a material fact or policy provision relating to coverage at issue;
- (2) failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of:
  - (A) a claim with respect to which the insurer's liability has become reasonably clear; or
  - (B) a claim under one portion of a policy with respect to which the insurer's liability has become reasonably clear to influence the claimant to settle another claim under another portion of the coverage unless payment under one portion of the coverage constitutes evidence of liability under another portion;
- (3) failing to promptly provide to a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's denial of a claim or offer of a compromise settlement of a claim;
- (4) failing within a reasonable time to:
  - (A) affirm or deny coverage of a claim to a policyholder; or
  - (B) submit a reservation of rights to a policyholder;
- (5) refusing, failing, or unreasonably delaying a settlement offer under applicable first-party coverage on the basis that other coverage may be available or that third parties are responsible for the damages suffered, except as may be specifically provided in the policy;
- (6) undertaking to enforce a full and final release of a claim from a policyholder when only a partial payment has been made, unless the payment is a compromise settlement of a doubtful or disputed claim;**
- (7) refusing to pay a claim without conducting a reasonable investigation with respect to the claim;
- (8) with respect to a Texas personal automobile insurance policy, delaying or refusing settlement of a claim solely because there is other insurance of a different kind available to satisfy all or part of the loss forming the basis of that claim; or
- (9) requiring a claimant as a condition of settling a claim to produce the claimant's federal income tax returns for examination or investigation by the person unless:



- (A) a court orders the claimant to produce those tax returns;
- (B) the claim involves a fire loss; or
- (C) the claim involves lost profits or income.

(b) Subsection (a) does not provide a cause of action to a third party asserting one or more claims against an insured covered under a liability insurance policy.

## History

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Enacted by [Acts 2003, 78th Leg., ch. 1274 \(H.B. 2922\), § 2](#), effective April 1, 2005.

Annotations

## Notes to Decisions

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**Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: General Overview**

**Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: State Regulation**

**Civil Procedure: Justiciability: Standing: General Overview**

**Civil Procedure: Justiciability: Standing: Personal Stake**

**Civil Procedure: Justiciability: Standing: Third Party Standing**

**Civil Procedure: Jurisdiction: Diversity Jurisdiction: Citizenship: General Overview**

**Civil Procedure: Removal: Postremoval Remands: General Overview**

**Civil Procedure: Removal: Postremoval Remands: Motions for Remand**

**Civil Procedure: Removal: Proceedings: Fraudulent Joinder**

**Civil Procedure: Pleading & Practice: Pleadings: Amended Pleadings: Leave of Court**

**Civil Procedure: Pleading & Practice: Pleadings: Complaints: Requirements**

**Civil Procedure: Pleading & Practice: Pleadings: Heightened Pleading Requirements: Fraud Claims**

**Civil Procedure: Parties: Joinder: Fraudulent Joinder**

**Civil Procedure: Parties: Joinder: Misjoinder**

**Civil Procedure: Joinder of Claims & Remedies: Misjoinder**

**Civil Procedure: Discovery: Methods: Requests for Production & Inspection**

**Civil Procedure: Discovery: Relevance**

**Civil Procedure: Summary Judgment: Appellate Review: Standards of Review**

**Civil Procedure: Summary Judgment: Opposition: Supporting Materials**

## Tex. Ins. Code § 542.056

\*\*\* This document is current through the 2025 Regular Session and the 2nd C.S. of the 89th Legislature. \*\*\*

Texas Statutes & Codes Annotated by LexisNexis® > Insurance Code >  
Title 5 Protection of Consumer Interests (Subts. A — G) > Subtitle C Deceptive,  
Unfair, and Prohibited Practices (Chs. 541 — 600) > Chapter 542 Processing and  
Settlement of Claims (Subchs. A — G) > Subchapter B Prompt Payment of Claims (§§  
542.051 — 542.061)

### Sec. 542.056. Notice of Acceptance or Rejection of Claim.

(a) Except as provided by Subsection (b) or (d), an insurer shall notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the insurer receives all items, statements, and forms required by the insurer to secure final proof of loss.

(b) If an insurer has a reasonable basis to believe that a loss resulted from arson, the insurer shall notify the claimant in writing of the acceptance or rejection of the claim not later than the 30th day after the date the insurer receives all items, statements, and forms required by the insurer.

(c) If the insurer rejects the claim, the notice required by Subsection (a) or (b) must state the reasons for the rejection.

(d) If the insurer is unable to accept or reject the claim within the period specified by Subsection (a) or (b), the insurer, within that same period, shall notify the claimant of the reasons that the insurer needs additional time. The insurer shall accept or reject the claim not later than the 45th day after the date the insurer notifies a claimant under this subsection.

### History

Enacted by [Acts 2003, 78th Leg., ch. 1274 \(H.B. 2922\), § 2](#), effective April 1, 2005.

#### Annotations

##### Notes to Decisions

Civil Procedure: Summary Judgment: Standards: Appropriateness

Civil Procedure: Judgments: Entry of Judgments: General Overview

Contracts Law: Breach: Causes of Action: General Overview

Energy & Utilities Law: Oil, Gas & Mineral Interests: General Overview

Insurance Law: Bad Faith & Extracontractual Liability: Payment Delays & Denials

Insurance Law: Bad Faith & Extracontractual Liability: Remedies: Interest

Insurance Law: Bad Faith & Extracontractual Liability: Remedies: Penalties



## Tex. Ins. Code § 542.057

\*\*\* This document is current through the 2025 Regular Session and the 2nd C.S. of the 89th Legislature. \*\*\*

Texas Statutes & Codes Annotated by LexisNexis® > Insurance Code >  
Title 5 Protection of Consumer Interests (Subts. A — G) > Subtitle C Deceptive,  
Unfair, and Prohibited Practices (Chs. 541 — 600) > Chapter 542 Processing and  
Settlement of Claims (Subchs. A — G) > Subchapter B Prompt Payment of Claims (§§  
542.051 — 542.061)

### Sec. 542.057. Payment of Claim.

- (a) Except as otherwise provided by this section, if an insurer notifies a claimant under [Section 542.056](#) that the insurer will pay a claim or part of a claim, the insurer shall pay the claim not later than the fifth business day after the date notice is made.
- (b) If payment of the claim or part of the claim is conditioned on the performance of an act by the claimant, the insurer shall pay the claim not later than the fifth business day after the date the act is performed.
- (c) If the insurer is an eligible surplus lines insurer, the insurer shall pay the claim not later than the 20th business day after the notice or the date the act is performed, as applicable.

### History

Enacted by [Acts 2003, 78th Leg., ch. 1274 \(H.B. 2922\), § 2](#), effective April 1, 2005.

Annotations

### Notes

#### STATUTORY NOTES

##### Revisor's Notes

Section 4, V.T.I.C. Article 21.55, refers to "surplus lines insurers." The revised law substitutes "eligible surplus lines insurer" because that is the term used in Chapter 981 of this code, which regulates surplus lines insurance.

### Notes to Decisions

Insurance Law: Bad Faith & Extracontractual Liability: Payment Delays & Denials

Insurance Law: Bad Faith & Extracontractual Liability: Remedies: Interest

Insurance Law: Bad Faith & Extracontractual Liability: Settlement Obligations: Good Faith & Fair Dealing

**DAMAGE TO YOUR AUTO COVERAGE SECTION**  
**Coverage E – Collision**  
**Coverage F – Comprehensive**  
**Coverage G – Custom Equipment - Increased Limit**

**INSURING AGREEMENT****Coverage E – Collision****Coverage F – Comprehensive**

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss caused by:

1. "Collision" only if the Declarations indicates that Coverage E – Collision is provided for that auto. Under this coverage, we will not pay for losses that are covered under Comprehensive.
2. "Comprehensive" only if the Declarations indicates that Coverage F – Comprehensive is provided for that auto.

If losses to more than one "your covered auto" result from the same "collision", only one deductible amount will apply. If the deductible amount differs for each auto involved in the accident, then only the highest deductible will apply.

We will not subtract any deductible for the amount we will pay for a loss to:

1. Any "non-owned auto" caused by "collision" or "comprehensive".
2. "Your covered auto" caused by "collision" with a vehicle not owned by you or a "resident relative" but insured by us or any of our affiliated companies under a personal auto policy.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. As used in this Coverage Section:

1. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.
2. "Comprehensive" means loss to "your covered auto" or a "non-owned auto" not caused by "collision". Losses caused by the following are not "collision" losses but are "comprehensive" losses:
  - a. Missiles or falling objects;
  - b. Fire;
  - c. Theft or larceny;
  - d. Explosion or earthquake;
  - e. Windstorm;
  - f. Hail, water or flood;

- g. Malicious mischief or vandalism;
- h. Riot or civil commotion;
- i. Contact with bird or animal; or
- j. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

3. "Custom equipment" means any permanently attached or installed:
  - a. Furnishings, mechanical or electrical parts, equipment, devices, accessories, murals, graphics, non-standard paint, enhancements or changes that alter the appearance or performance of any private passenger auto, pickup or van; or
  - b. Electronic equipment used in any private passenger auto, pickup or van that reproduces, receives or transmits audio, visual or data signals.

"Custom equipment" does not include:

- a. Vehicle options offered by the original manufacturer specifically for that vehicle model and model year, whether that option is installed with original or non-original parts of like kind and quality;
  - b. Equipment installed to make a vehicle handicap accessible; or
  - c. A cap, cover or bedliner in or upon a pickup.
4. "Fungi" means any type or form of fungus, including mold or mildew, and any of the following that are produced or released by "fungi":
    - a. Mycotoxins;
    - b. Spores;
    - c. Scents; or
    - d. By-products.

5. "Non-owned auto" means:

- a. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "resident relative" while in the custody of or being operated by you or any "resident relative"; or
- b. Any private passenger auto, pickup, van or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - (1) Breakdown;
  - (2) Repair;



- (3) Servicing;
- (4) Loss; or
- (5) Destruction.

However, "non-owned auto" does not include any "temporary vehicle" provided to you, any "resident relative" or any other licensed operator residing in your household that is:

- i. a private passenger auto; or
- ii. a pick-up, utility vehicle or van that has a Gross Vehicle Weight Rating of 14,000 lbs. or less that:
  - 1. is not used primarily for the delivery or transportation of good, materials or supplies other than samples; or
  - 2. is used for farming or ranching.

#### ADDITIONAL COVERAGES

Provided there is Coverage E – Collision or Coverage F – Comprehensive, as shown in the Declarations for "your covered auto" the following coverages apply.

##### A. Airbag Replacement

Under Coverage F – Comprehensive we will pay to replace or reset an airbag that inflates due to malfunction in "your covered auto". This additional coverage does not apply to a "non-owned auto".

We will only make payment under this additional coverage to the extent the malfunction is not covered by warranty, other service agreement, or any other product recall.

Exclusion 2. of this Coverage Section does not apply to this additional coverage.

No deductible applies to this additional coverage.

##### B. Child Safety Seat

In the event of a Coverage E – Collision or Coverage F – Comprehensive covered loss where we determine that a child safety seat's integrity is compromised, we will pay up to \$500 to replace with like kind and quality the child safety seat, provided it was in "your covered auto" or a "non-owned auto" at the time of the covered loss.

If a covered loss occurs when the child safety seat is in a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

No deductible applies to this additional coverage.

##### C. Custom Equipment

We will pay up to \$1500 for "custom equipment" and any related labor and installation costs as part of a Coverage E – Collision or Coverage F – Comprehensive covered loss. Regardless of the amount of "custom equipment" installed on "your covered auto" or a "non-owned auto", this limit is the most we will pay for all damage and any related labor and installation costs for any one covered loss.

If there is a covered loss to "custom equipment" on a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

Exclusion 4. does not apply to the extent coverage is provided under this additional coverage.

This additional coverage is subject to your deductibles.

##### D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

- 1. Reasonable transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
- 2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto".

We will pay up to \$30 per day, to a maximum of \$900. These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

- 1. Beginning 48 hours after the theft; and
- 2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

#### OPTIONAL COVERAGE

##### Coverage G – Custom Equipment - Increased Limit

If Coverage G – Custom Equipment - Increased Limit is shown in the Declarations for a specific

"your covered auto", ADDITIONAL COVERAGE – Custom Equipment is amended for that "your covered auto" as follows:

The limit shown in the Declarations replaces the \$1500 limit for "custom equipment".

All other provisions and limitations applicable to ADDITIONAL COVERAGE – Custom Equipment apply.

## EXCLUSIONS

The following exclusions apply to this DAMAGE TO YOUR AUTO COVERAGE SECTION. We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used:
  - a. As a public or livery conveyance. When a vehicle is used to carry property for a fee, this Exclusion (1.a.) does not apply to you or a "resident relative" unless the primary usage of the vehicle is to carry property for a fee. This Exclusion (1.a.) does not apply to a vehicle used for a:
    - (1) Share-the-expense car pool;
    - (2) Charitable purpose; or
    - (3) Volunteer purpose.
  - b. By a transportation network company driver who is logged on to a transportation network company's digital network as a driver or is engaged in a prearranged ride. A transportation network company means a corporation, partnership, sole proprietorship, or other entity that uses a digital network to connect a transportation company rider or property to a transportation company driver for a prearranged ride.
2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;
  - e. Insurrection; or
  - f. Rebellion or revolution.
4. Loss to "custom equipment".
5. Loss to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals. This includes:
  - a. Radios and stereos;
  - b. Tape decks;
  - c. Compact disk systems;
  - d. Navigation systems;
  - e. Internet access systems;
  - f. Personal computers;
  - g. Video entertainment systems;
  - h. Telephones;
  - i. Televisions;
  - j. Two-way mobile radios;
  - k. Scanners; or
  - l. Citizens band radios.

This Exclusion (5.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".
6. Loss to tapes, discs, chips, memory cards or any other removable media used to store audio, visual or other data. We also will not pay for loss of or reconstruction of data contained in such devices.
7. Loss to equipment used for the detection or location of, or interference with, speed measuring devices.
8. Loss due to actual or perceived loss in market value or resale value.
9. Loss to "your covered auto" or any "non-owned auto" due to confiscation, for any reason, by governmental or civil authorities. This Exclusion (9.) does not apply to the interests of any loss payee shown in the Declarations for that "your covered auto". However, if you are convicted in a case brought against you under the Texas Controlled Substances Act or the Federal Controlled Substances Act, we will not pay for any loss to "your covered auto" or "non-owned auto" that is seized by federal or state law enforcement officers as evidence in such case.
10. Loss to "your covered auto" or any "non-owned auto" which occurs while participating or competing in, or practicing or preparing for any prearranged or organized:
  - a. Racing contest, meet or rally, whether against another vehicle or against time;
  - b. Demolition contest;
  - c. Stunting activity; or
  - d. High performance driving or racing instruction course or school.

This Exclusion (10.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.
11. Loss to any "non-owned auto" when used by you or any "resident relative" without a reasonable

belief that you or that "resident relative" are entitled to do so.

12. Loss to any "non-owned auto" while being maintained or used by any person while employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;
 vehicles designed for use on public highways. This includes road testing and delivery.
13. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in a "business" not described in Exclusion 12. This Exclusion (13.) does not apply to the maintenance or use by you or any "resident relative" of a "non-owned auto" which is a private passenger auto or "trailer".
14. Loss to:
  - a. A "trailer", camper body or motor home which is not shown in the Declarations; or
  - b. Facilities or equipment used with any "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1) Cooking, dining, plumbing or refrigeration facilities;
    - (2) Awnings or cabanas; or
    - (3) Any other facilities or equipment used with a "trailer", camper body or motor home.
 This Exclusion (14.) does not apply to:
  - a. A "trailer", and its facilities or equipment, that you do not own; or
  - b. A "trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, that you:
    - (1) Acquire during the policy period; and
    - (2) Ask us to insure within 30 days after you become the owner.
15. Loss to "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (15.) does not apply:
  - a. to the operation of "your covered auto" by you or a "resident relative"; or
  - b. If you or any "resident relative" lends "your covered auto" to another for reimbursement of operating expenses only.
16. Loss to, or loss of use of, a "non-owned auto" rented to:
  - a. You; or
  - b. Any "resident relative";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "resident relative", pursuant to the provisions of any applicable rental agreement or state law.

17. Loss to "your covered auto" or any "non-owned auto" arising out of the actual, alleged or threatened presence, growth or proliferation or spread of "fungi", or for any testing or remediation of "fungi". This Exclusion (17.) does not apply if the "fungi" are the direct result of a loss payable under either Coverage E - Collision or Coverage F - Comprehensive, and such coverage is provided under this policy.
18. The cost to re-code or replace locks in the event a key or electronic control pad associated with such locks is lost or stolen.

#### LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
  1. Actual cash value of the stolen or damaged property at the time of loss. An adjustment for depreciation and physical condition will be made in determining actual cash value; or
  2. Amount necessary to repair or replace stolen or damaged parts or equipment of the functionally equivalent design and material necessary to restore the vehicle to its pre-loss physical condition at the time of loss. If we pay to replace a part or parts, we have the option to pay for new, used, reconditioned or remanufactured:
    - a. Original equipment manufacturer replacement parts or equipment; or
    - b. Non-original equipment manufacturer replacement parts or equipment.
 However, the most we will pay for loss to any "non-owned auto" which is a "trailer", including its facilities and equipment, is \$2000.
- B. If a repair or replacement results in better than like kind and quality, we will not pay for the amount of the betterment.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section that have been paid under:
  1. Any other Coverage Section or part of this policy; or
  2. Any other personal auto policy.
- D. For any loss or damages to which:
  1. The Uninsured Motorists Property Damage Coverage of this policy or similar coverage from another policy; and
  2. This coverage;
 both apply, you may choose the coverage from which damages will be paid. If neither coverage is sufficient to pay the damages or loss, you may recover under both coverages, subject to the following:

1. You will pay the higher deductible. However, you do not have to pay both deductibles; and
2. You may not recover more than the actual damages or loss.

**PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

Subject to the Loss Payable Clause, we may, at our option, make payment to one or more of the following:

1. You;
2. The owner; or
3. With your consent, the repairer.

**NO BENEFIT TO BAILEE**

This insurance will not directly or indirectly benefit any carrier or other bailee for hire.

**OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss to "your covered auto", we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide with respect to a "non-owned auto" will be excess over any other collectible sources of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

**APPRAISAL**

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser within 20 days after receiving the written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that selection be made by a judge of a court having jurisdiction. The appraisers will

state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

**LOSS PAYABLE CLAUSE**

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.



**From:** claims@autoclaimspecialists.com  
**Sent:** Friday, June 21, 2024 10:45 AM  
**To:** amitch12@travelers.com  
**Cc:** bGillespy@parkplace.com; claims@autoclaimspecialists.com  
**Subject:** [External] I9Q1036001  
**Attachments:** PIA Contract Gillespy TL-23772 06212024 102411.pdf

**CAUTION: This email came from outside of the company.  
 Please exercise caution when opening attachments, clicking links or responding to this email. The original sender of this email is claims@autoclaimspecialists.com.**

TL-23772 Brandon Gillespy  
 2023 GMC Acadia  
 1GKKNPLS9PZ193470  
 Consumers County Mutual's Claim Number: I9Q1036001

Dear Consumers County Mutual,

Our mutual client, Brandon Gillespy, has retained our firm to assist in the amicable resolution of the loss settlement for the above-referenced claim. Please find attached the applicable Public Insurance Adjuster Contract prescribed by the Texas Department of Insurance.

We are giving Consumers County Mutual notice to provide our mutual client with all documents necessary to transfer the title to the salvage vehicle from Brandon Gillespy's name. We are also requesting that Consumers County Mutual fund the undisputed portion of the claim to Brandon Gillespy for \$41,228.19, plus TT&L, minus the deductible.

Under the provisions of Chapter 542 of the Texas Insurance Code, particularly Section 542.057 Consumers County Mutual has five days from the date it received the documentation to fund the claim. In the event that Consumers County Mutual has not funded the claim, then it has violated Chapter 542 of the Texas Insurance Code.

Brandon Gillespy still intends to continue the appraisal process regarding the additional amount that Consumers County Mutual should pay on this claim. We request that Consumers County Mutual Insurance fund the undisputed portion of the claim to Brandon Gillespy for \$41,228.19, plus TT&L, minus the deductible at once. Time is of the essence.

Sincerely,

Texas Motor Vehicle Claims Team



Visit us at <https://www.autoclaimspecialists.com>



Public Insurance Adjuster Agency 2191725  
National Insurance Producer Registry 18425739

Auto Claim Specialists, LLC  
201 Main St.  
Suite 600  
Fort Worth, TX 76102

Direct: (817) 756-5482  
Toll Free: (800) 736-6816  
fax: (866) 550-0484

email us at: [claims@autoclaimspecialists.com](mailto:claims@autoclaimspecialists.com)  
visit us at: [www.autoclaimspecialists.com](http://www.autoclaimspecialists.com)

Find out what our Clients are saying about us at [Trust Pilot](#)

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Ref: ET164



201 Main St, Suite 600 | Fort Worth, TX 76102

AutoClaimSpecialists.com

Toll Free: 800-736-6816 | Phone: 817-756-5482 | Fax: 866-550-0484

June 21, 2024

Consumers County Mutual  
1 Tower Sq  
Hartford, CT 06183-0001

Claim Number: I9Q1036001  
Date of Loss: May 05, 2024  
Loss Type: Collision  
Claim: Total Loss

Brandon Gillespy  
11406 Creekwood Dr  
Frisco, TX 75035-6394  
Phone: 214-443-8231  
Email: bgillespy@parkplace.com

Filed Electronically  
amitch12@travelers.com

RE: -Owner 2023 GMC Acadia Sport Utility FWD Denali FWD  
VIN: 1GKKNPLS9PZ193470  
9,072 miles

Dear Consumers County Mutual,

I have retained Auto Claim Specialists as my Public Insurance Adjuster Agency to assist me with the amicable resolution of the above referenced claim.

I received and carefully reviewed the CCC ONE Market Valuation Report you provided to me on the Perceived Value of my GMC Acadia Sport Utility FWD Denali FWD, and believe that in this instance the CCC ONE valuing algorithm has significantly missed the mark to my detriment.

I have elected to take advantage of the Appraisal Provision in my policy to resolve this dispute over the loss and have hired Vehicle Value Experts as my Independent 3rd Party Appraiser to represent me through the Appraisal Clause process and issue a Certified Actual Cash Value Appraisal for my 2023 GMC Acadia Sport Utility FWD Denali FWD in a challenge to the CCC ONE Market Valuation Report Adjusted Vehicle Value of \$ 41,228.19.

Upon Consumers County Mutual employing their Independent 3rd Party Appraiser, they may reach Vehicle Value Experts at 409-200-2226.

I respectfully request Consumers County Mutual take swift action on this sensitive matter without delay. The Loss Date was May 05, 2024.

Sincerely,

Brandon Gillespy

CCMIC 000350

**Auto Claim Specialists, LLC  
Texas Department of Insurance Licensed  
Public Insurance License Number 2191725  
National Insurance Producer Registry 18425739**

**Brandon Gillespy  
11406 Creekwood Dr  
Frisco, TX 75035-6394**







# Carrier Appraisal Notice TL-23772 06212024 102430.pdf

Final Audit Report

2024-06-21

Created:	2024-06-21
By:	Robert McDorman (claims@autoclaimspecialists.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1mobWg0VpIP5NBMIYo1kPZPDwOwqO5P_

## "Carrier Appraisal Notice TL-23772 06212024 102430.pdf" History

-  Document created by Robert McDorman (claims@autoclaimspecialists.com)  
2024-06-21 - 3:24:32 PM GMT - IP address: 44.205.223.136
-  Document emailed to bgillespy@parkplace.com for signature  
2024-06-21 - 3:24:54 PM GMT
-  Email viewed by bgillespy@parkplace.com  
2024-06-21 - 3:35:34 PM GMT - IP address: 103.30.15.178
-  Signer bgillespy@parkplace.com entered name at signing as Brandon Gillespy  
2024-06-21 - 3:35:51 PM GMT - IP address: 165.225.36.117
-  Document e-signed by Brandon Gillespy (bgillespy@parkplace.com)  
Signature Date: 2024-06-21 - 3:35:53 PM GMT - Time Source: server - IP address: 165.225.36.117
-  Agreement completed.  
2024-06-21 - 3:35:53 PM GMT



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Adobe  
Acrobat Sign

CCMIC 000352

# CCC ONE MARKET VALUATION REPORT

Prepared for TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL

## REPORT SUMMARY

### CLAIM INFORMATION

Owner	Gillespy, Brandon 11406 Creekwood Dr Frisco, TX 75035-6394
Loss Vehicle	2023 GMC Acadia Denali FWD
Loss Incident Date	05/05/2024
Claim Reported	05/07/2024

### INSURANCE INFORMATION

Report Reference Number	118961514
Claim Reference	I9Q1036001
Adjuster	Mitchell, Ashley
Appraiser	Perera, Jonathan
Odometer	9,072
Last Updated	05/07/2024 02:30 PM

### VALUATION SUMMARY

<b>Base Vehicle Value</b>	<b>\$ 40,418.00</b>
Condition Adjustment	+ \$ 1,559.00
PRIOR DAMAGE*	- \$ 748.81
<b>Adjusted Vehicle Value</b>	<b>\$ 41,228.19</b>
Vehicular Tax (6.25%)	+ \$ 2,576.76
Tax reflects applicable state, county and municipal taxes.	
<b>Value before Deductible</b>	<b>\$ 43,804.95</b>
Deductible*	- \$ 1,000.00

**Total \$ 42,804.95**

Adjustments indicated with an Asterisk (\*) have been determined by TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL and have been added here for convenience. The fees provided may be based on preset values provided by TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL. Please refer to Taxes and Fees for more information.

The total may not represent the total of the settlement as other factors (i.e. other applicable fees) may need to be taken into account.



The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL.

Loss vehicle has 48% fewer than average mileage of 17,500.

#### BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

#### ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Title, registration and other fees were unable to be determined for this claim. No fees have been identified by TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL as applicable for reimbursement.

#### Inside the Report

Valuation Methodology	3
Vehicle Information	4
Vehicle Condition	8

 REPORT SUMMARY

Taxes and Fees.....	10
Comparable Vehicles.....	11
Valuation Notes.....	14
Supplemental Information.....	15

## VALUATION METHODOLOGY

### How was the valuation determined?



#### CLAIM INSPECTION

TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



#### DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.



#### SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



#### CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information

 VEHICLE INFORMATION

**VEHICLE DETAILS**

Location	FRISCO, TX 75035-6394
VIN	1GKKNPLS9PZ193470
Year	2023
Make	GMC
Model	Acadia
Trim	Denali
Body Style	FWD
Body Type	Sports Utility
Engine -	
Cylinders	6
Displacement	3.6L
Fuel Type	Gasoline
Carburation	Direct Injection
Transmission	Automatic Transmission Overdrive
Curb Weight	4317 lbs

**VEHICLE ALLOWANCES**

Package 1: Technology		+ 206
Odometer	9,072	+ 1,814
<b>Options</b>		
Electric Glass Roof	Reported	+ 400
Skyview Roof	Reported	+ 400
Surround View Camera	Package 1	+ 200
Intelligent Cruise	Package 1	+ 200

Reported\* Option(s) added after initial valuation

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

## VEHICLE INFORMATION

### VEHICLE EQUIPMENT

Package 1:	Technology	
Package 2:	Passive Keyless Entry	
Odometer	9,072	
Transmission	Automatic Transmission	✓
	Overdrive	📄
Power	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
	Power Passenger Seat	✓
	Power Trunk/Liftgate	✓
	Decor/Convenience	Air Conditioning
	Climate Control	✓
	Dual Air Conditioning	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Memory Package	✓
	Navigation System	✓
	Keyless Entry	✓
	Telescopic Wheel	✓
	Heated Steering Wheel	✓
	Message Center	✓
	Home Link	✓
	Remote Starter	✓
Seating	Reclining/Lounge Seats	📄
	Leather Seats	✓
	Heated Seats	✓
	3rd Row Seat	✓


































To the left is the equipment of the loss vehicle that TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL provided to CCC.

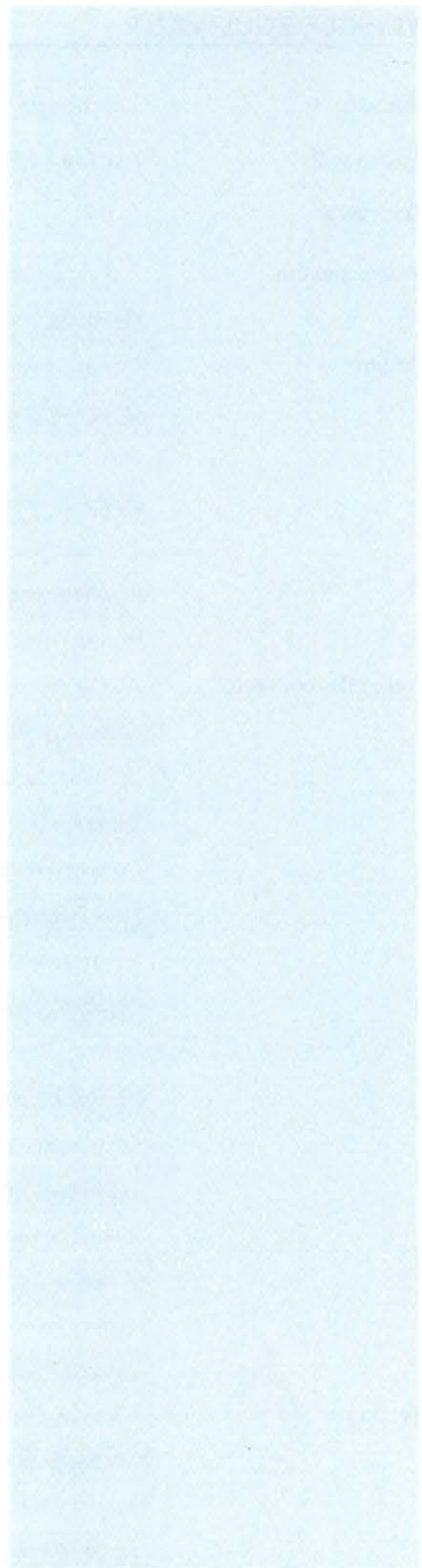
✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

 VEHICLE INFORMATION

**VEHICLE EQUIPMENT**

	Captain Chairs (2)		
	Rear Heated Seats		
	Ventilated Seats		
Radio	AM Radio		
	FM Radio		
	Stereo		
	Search/Seek		
	Steering Wheel Touch Controls		
	Auxiliary Audio Connection		
	Premium Radio		
	Satellite Radio		
	Wheels	20" Or Larger Wheels	
	Roof	Electric Glass Roof	
Skyview Roof			
Safety/Brakes	Air Bag (Driver Only)		
	Passenger Air Bag		
	Anti-lock Brakes (4)		
	4-wheel Disc Brakes		
	Front Side Impact Air Bags		
	Head/Curtain Air Bags		
	Backup Camera		
	Surround View Camera		
	Parking Sensors		
	Communications System		
	Hands Free		
	Heads Up Display		
	Xenon Or L.E.D. Headlamps		
	Alarm		
	Traction Control		
	Stability Control		
	Intelligent Cruise		
	Lane Departure Warning		
Blind Spot Detection			

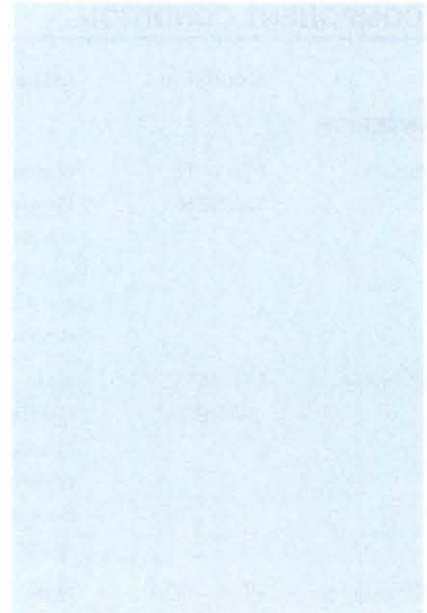


 VEHICLE INFORMATION

**VEHICLE EQUIPMENT**

---

Exterior/Paint/Glass	Dual Mirrors	✓	
	Heated Mirrors	✓	
	Body Side Moldings	📄	
	Privacy Glass	✓	
	Fog Lamps	✓	
	Luggage/Roof Rack	✓	
	Rear Spoiler	📄	
	Rear Window Wiper	✓	
	Signal Integrated Mirrors	✓	
	Metallic Paint	📄	
	Three Stage Paint	📄	
	Other - Trucks	Rear Step Bumper	📄



## VEHICLE CONDITION

### COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
<b>INTERIOR</b>			
Seats	PRIVATE OWNER	<b>Notes:</b> clean overall <b>Guideline:</b> Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	\$ 0
Carpets	PRIVATE OWNER	<b>Notes:</b> clean overall <b>Guideline:</b> Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	\$ 0
Dashboard	PRIVATE OWNER	<b>Notes:</b> clean well maintained LR trim panel scratched on the lower edge <b>Guideline:</b> Few small scratches and/or gouges. Minimal damage to components. Light wear.	\$ 0
Headliner	PRIVATE OWNER	<b>Notes:</b> clean overall <b>Guideline:</b> Clean. No significant holes and/or burn marks. No significant scuffing.	\$ 0
<b>EXTERIOR</b>			
Sheet Metal	PRIVATE OWNER	<b>Notes:</b> prior damage to L fender and L headlamp <b>Guideline:</b> Few dings. No rust. All panels intact and properly aligned.	\$ 0
Trim	PRIVATE OWNER	<b>Notes:</b> clean overall <b>Guideline:</b> No broken and/or missing components. No dents. Few dings.	\$ 0
Paint	DEALER READY	<b>Notes:</b> very clean high gloss and shine to panels <b>Guideline:</b> Minimal surface chipping and/or scratches. No significant wear and/or fading of any kind.	\$ 247

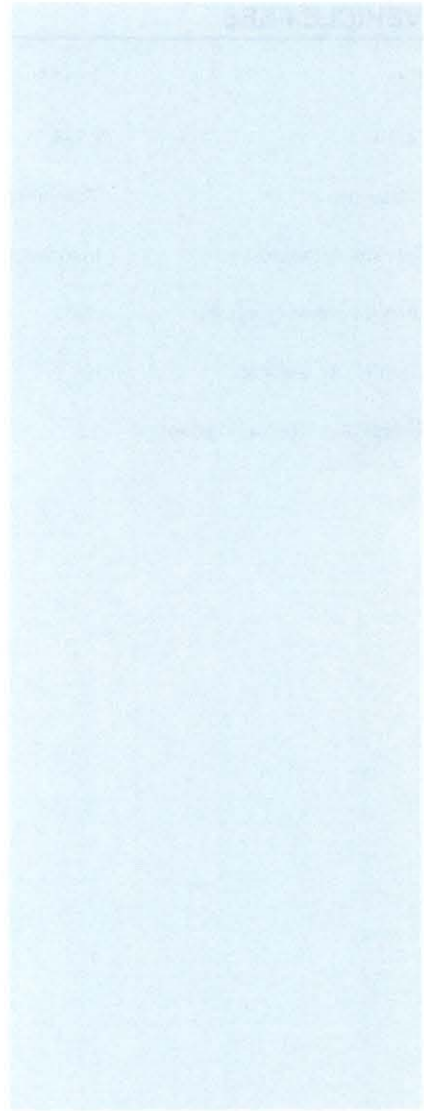
TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Private Owner condition. These dollar adjustments are based upon interviews with dealerships across the United States.

 VEHICLE CONDITION

**COMPONENT CONDITION**

	Condition	Inspection Notes/Guidelines	Value Impact
Glass	DEALER READY	<b>Notes:</b> minor pitting only <b>Guideline:</b> No scratches or chips. Light pitting.	\$ 120
<b>MECHANICAL</b>			
Engine	DEALER READY	<b>Notes:</b> no seepage noted fluids and bay clean <b>Guideline:</b> No seepage. Belts and hoses firm, show minimal wear. Minimal dirt, no grease in engine compartment.	\$ 524
Transmission	DEALER READY	<b>Notes:</b> no seepage from the transmission <b>Guideline:</b> Fluid translucent and may be slightly discolored. No seepage.	\$ 454
<b>TIRES</b>			
Front Tires	DEALER READY	<b>Notes:</b> 9/32nds remaining R and L front <b>Guideline:</b> 69% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 8/32 = 73% (8/11)	\$ 107
Rear Tires	DEALER READY	<b>Notes:</b> 9/32nds remaining R and L rear <b>Guideline:</b> 69% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 8/32 = 73% (8/11)	\$ 107
<b>Total Condition Adjustments</b>			<b>\$ 1,559</b>



## TITLE, REGISTRATION AND OTHER FEES\*

### VEHICLE FEES

---

Zip:	75035
Zip+4:	6394
Plates are:	Transferable
Salvage retained by:	Insurance Carrier
Gross Vehicle Weight:	6001
Third Party Vehicle:	No
Registration Term (in months):	12

No fees have been identified by TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL as applicable for reimbursement.

\*One or more inputs may be based on the following preset values provided by TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL. Any updates to these inputs are reflected both in the Valuation Notes section and under Vehicle Fees on this page.

Salvage retained by : Carrier  
Plates are : Transferable

 COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Passive Keyless Entry	✓	✓	✓	✓
Technology	✓	✓	✓	✓
Odometer	9,072	8,855	8,803	8,169
Automatic Transmission	✓	✓	✓	✓
Overdrive	✓	✗	✗	✗
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Passenger Seat	✓	✓	✓	✓
Power Trunk/Liftgate	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Dual Air Conditioning	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✗	✓	✓	✓
Memory Package	✓	✓	✓	✓
Navigation System	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Heated Steering Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Home Link	✓	✓	✓	✓
Remote Starter	✓	✓	✓	✓
Bucket Seats	✗	✓	✓	✓
Reclining/Lounge Seats	✓	✗	✗	✗
Leather Seats	✓	✓	✓	✓
Heated Seats	✓	✓	✓	✓
3rd Row Seat	✓	✓	✓	✓
Captain Chairs (2)	✓	✗	✗	✗
Rear Heated Seats	✓	✓	✓	✓
Ventilated Seats	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓

**Comp 1** Updated Date: 02/13/2024

2023 Gmc Acadia Denali Fwd 6 3.6I

Gasoline Direct Injection

VIN 1GKKNPLS7PZ186131

Dealership South Point Hyundai

Telephone (866) 794-3211

Source Autotrader

Stock # 186131U

Distance from Frisco, TX

211 Miles - Austin, TX

**Comp 2** Updated Date: 03/11/2024

2023 Gmc Acadia Denali Fwd 6 3.6I

Gasoline Direct Injection

VIN 1GKKNPLS0PZ152032

Dealership Cavender Cadillac

Telephone (210) 226-7221

Source Autotrader

Stock # PZ152032T

Distance from Frisco, TX

265 Miles - San Antonio, TX

**Comp 3** Updated Date: 05/01/2024

2023 Gmc Acadia Denali Fwd 6 3.6I

Gasoline Direct Injection

VIN 1GKKNPLS6PZ163813

Dealership Crown Buick/gmc

Contact Glen Stipelcovich

Telephone (504) 517-0840

Source Inspected Inventory

Stock # 245616A

Distance from Frisco, TX

445 Miles - Metairie, LA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

 COMPARABLE VEHICLES

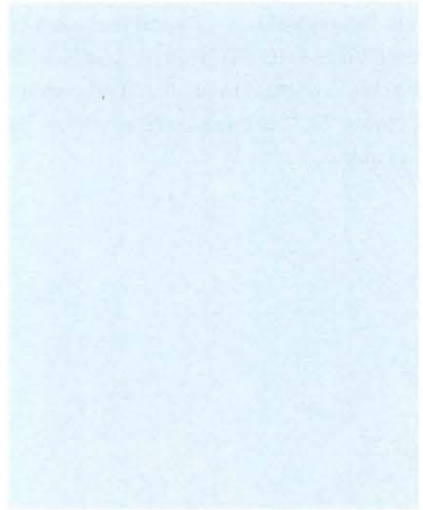
Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Search/Seek	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓
20" Or Larger Wheels	✓	✓	✓	✓
Electric Glass Roof	✓	✓	✓	✓
Skyview Roof	✓	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera	✓	✓	✓	✓
Surround View Camera	✓	✓	✓	✓
Parking Sensors	✓	✓	✓	✓
Communications System	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
Heads Up Display	✓	✓	✓	✓
Xenon Or L.E.D. Headlamps	✓	✓	✓	✓
Alarm	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Intelligent Cruise	✓	✓	✓	✓
Lane Departure Warning	✓	✓	✓	✓
Blind Spot Detection	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Body Side Moldings	✓	✗	✗	✗
Privacy Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Luggage/Roof Rack	✓	✓	✓	✓
Rear Spoiler	✓	✓	✓	✓
Rear Window Wiper	✓	✓	✓	✓
Signal Integrated Mirrors	✓	✓	✓	✓
Clearcoat Paint	✗	✓	✓	✗
Metallic Paint	✓	✓	✓	✗
Three Stage Paint	✓	✗	✗	✓
Rear Step Bumper	✓	✗	✗	✗

Distance is based upon a straight line between loss and comparable vehicle locations.

\*The Condition Adjustment sets that comparable vehicle to Private Owner condition, which the loss vehicle is also compared to in the Vehicle Condition section.

## COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Trailer Hitch	x	x	✓	✓
Trailer Package	x	x	✓	✓
<b>List Price</b>		\$ 42,982	\$ 43,675	
<b>Take Price</b>				\$ 43,598
<b>Adjustments:</b>				
Options			- \$ 200	- \$ 200
Mileage		- \$ 43	- \$ 53	- \$ 175
Condition <sup>1</sup>		- \$ 2,800	- \$ 2,800	- \$ 2,800
<b>Adjusted Comparable Value</b>		<b>\$ 40,139</b>	<b>\$ 40,622</b>	<b>\$ 40,423</b>



 VALUATION NOTES

This Market Valuation Report has been prepared exclusively for use by TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.



## SUPPLEMENTAL INFORMATION



### VEHICLE HISTORY INFORMATION

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#### VINGuard®

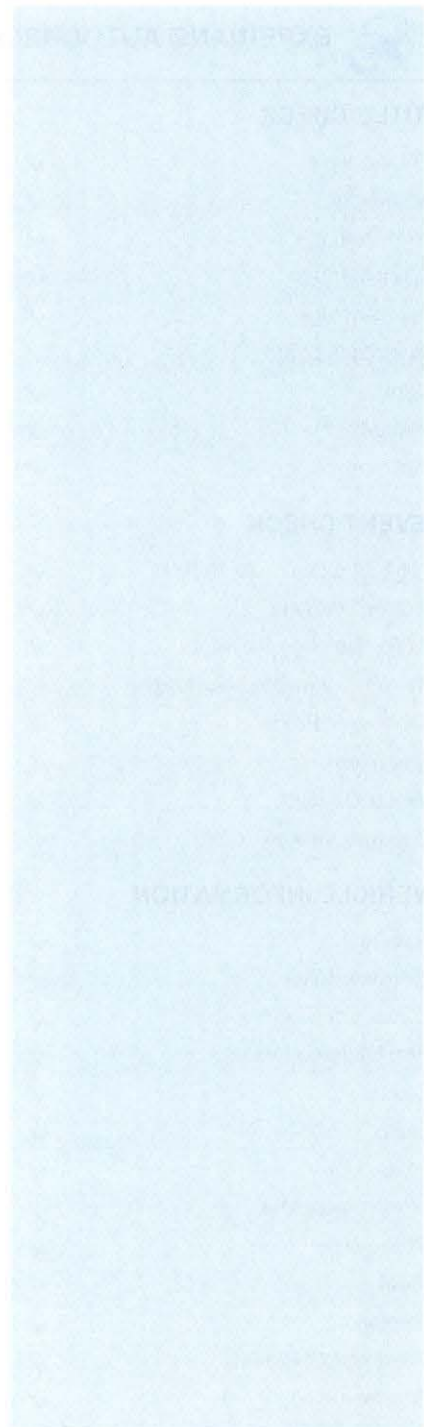
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VINGuard® Message: VINGuard has decoded this VIN without any errors

#### ISO Vehicle History:

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<b>Number of times reported to ISO:</b>	1
<b>ISO's file number:</b>	H0368072804
Loss date:	05/05/2024
Phone:	7137874370
Claim ref:	I9Q1036



# SUPPLEMENTAL INFORMATION



## EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found
EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Water Damage	✓ No Water Damage Record Found
Salvage Auction	✓ No Salvage Auction Record Found
VEHICLE INFORMATION	RESULTS FOUND
Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Duplicate Title	✓ No Duplicate Title Record Found

CCC provides TRAVELERS - SERVICE PROVIDER FOR CONSUMERS COUNTY MUTUAL information reported by Experian regarding the 2023 GMC Acadia (1GKKNPLS9PZ193470). This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

**LEGEND :**

- ✓ No Event Found
- ⊖ Event Found
- 📄 Information Needed

**TITLE CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

**EVENT CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

**VEHICLE INFORMATION**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss vehicle show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

**ODOMETER CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

## SUPPLEMENTAL INFORMATION



**FULL HISTORY REPORT RUN DATE: 05/07/2024**

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
03/10/2023	MC KINNEY, TX		Dealer Listing	Vehicle Listed for Sale
03/15/2023	MC KINNEY, TX	5	Service Record	Vehicle Interior Serviced
03/15/2023	MC KINNEY, TX		Service Record	Multiple Point Vehicle Inspection
03/15/2023	MC KINNEY, TX		Service Record	Tires or Wheels Service Performed
03/15/2023	MC KINNEY, TX	6	Service Record	Vehicle Serviced
03/15/2023	MC KINNEY, TX		Service Record	Vehicle Fluids Serviced
04/06/2023	MC KINNEY, TX	6	Dealer Listing	Vehicle Listed for Sale
05/17/2023	FRISCO, TX		Motor Vehicle Dept.	Registration Event/ Renewal
06/03/2023	FRISCO, TX	6	Motor Vehicle Dept.	Title (Lien Reported)
06/15/2023	MC KINNEY, TX	1368	Service Record	Multiple Point Vehicle Inspection
06/15/2023	MC KINNEY, TX		Service Record	Tires or Wheels Service Performed
07/05/2023	MC KINNEY, TX	2198	Service Record	Multiple Point Vehicle Inspection
12/26/2023	PLANO, TX	6121	Service Record	Multiple Point Vehicle Inspection
12/26/2023	PLANO, TX		Service Record	Engine Serviced
12/26/2023	PLANO, TX		Service Record	Tires or Wheels Service Performed
12/26/2023	PLANO, TX		Service Record	Lube, Oil And/Or Filter Changed

### AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

## SUPPLEMENTAL INFORMATION

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

## SUPPLEMENTAL INFORMATION



### NHTSA VEHICLE RECALL

The National Highway Traffic Safety Administration has issued 4 safety related recall notices that may apply to the above valued vehicle.

**NHTSA Campaign ID :** 22V708000

**Mfg's Report Date :** September 22, 2022

**Component :** EQUIPMENT

**Potential Number Of Units Affected :** 24

**Summary :** General Motors, LLC (GM) is recalling certain 2023 Cadillac XT5, XT6, and GMC Acadia vehicles. The certification label located on the driver's side B-pillar contains tire size information that may be illegible. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard number 110, "Tire Selection and Rims."

**Consequence :** Illegible tire size information may result in the wrong tires being installed, increasing the risk of a crash.

**Remedy :** Dealers will replace the vehicle certification label, free of charge. Owner notification letters are expected to be mailed November 7, 2022. Owners may contact Cadillac customer service at 1-800-458-8006 or GMC customer service at 1-800-462-8782. GM's number for this recall is N222381690.

**Notes :** Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to [www.nhtsa.gov](http://www.nhtsa.gov).

**NHTSA Campaign ID :** 23V043000

**Mfg's Report Date :** February 2, 2023

**Component :** POWER TRAIN

**Potential Number Of Units Affected :** 10

**Summary :** General Motors, LLC (GM) is recalling certain 2023 Cadillac XT5 and GMC Acadia vehicles. The right-front half-shaft assemblies may be improperly connected to the transmission, causing them to separate.

**Consequence :** Separation between the half-shaft and transmission can result in a loss of drive power or vehicle rollaway when the vehicle is placed in park. Either of these scenarios can increase the risk of a crash.

**Remedy :** Dealers will replace the right-front half-shaft assemblies, free of charge. Owner notification letters are expected to be mailed March 24, 2023. Owners may contact Cadillac customer service at 1-800-458-8006 or GMC customer service at 1-800-462-8782. GM's number for this recall is N222393410.

**NHTSA Campaign ID :** 23V172000

**Mfg's Report Date :** March 16, 2023

**Potential Number Of Units Affected :** 7,840

## SUPPLEMENTAL INFORMATION

**Summary :** General Motors, LLC (GM) is recalling certain 2023 Cadillac XT6, GMC Acadia, Chevrolet Blazer, Traverse, and 2022-2023 Cadillac XT5 vehicles. The transmission may have been built with an incorrect sun gear, which can result in the driver-side half-shaft disengaging from the transmission.

**Consequence :** A half-shaft disengaging from the transmission can result in a loss of drive power or vehicle rollaway when the vehicle is placed in park. Either of these scenarios can increase the risk of a crash.

**Remedy :** Dealers will replace the sun gears, free of charge. Owner notification letters are expected to be mailed May 1, 2023. Owners may contact Cadillac customer service at 1-800-458-8006, Chevrolet customer service at 1-800-222-1020, or GMC customer service at 1-800-462-8782. GMC's number for this recall is N222389310.

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**NHTSA Campaign ID :** 23V681000

**Mfg's Report Date :** October 12, 2023

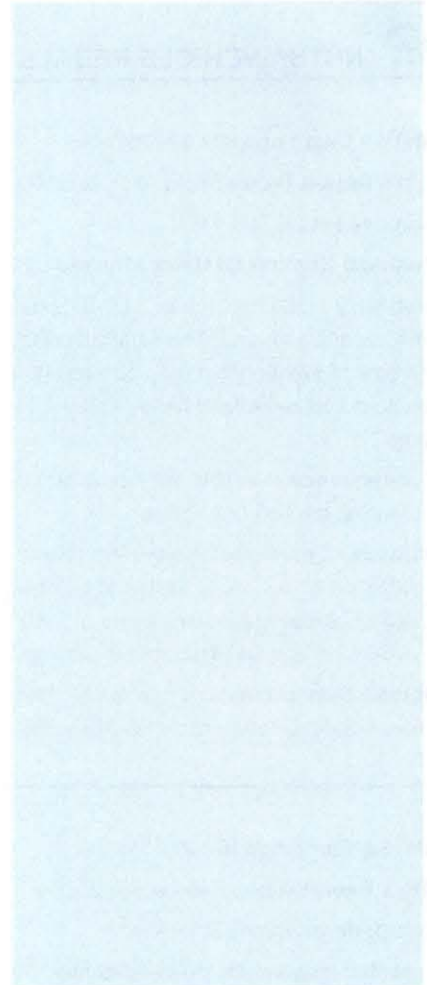
**Component :** VISIBILITY

**Potential Number Of Units Affected :** 42

**Summary :** General Motors, LLC (GM) is recalling certain 2023 GMC Acadia and 2024 Cadillac XT5 and XT6 vehicles. The windshield may have been assembled without the proper urethane sealant required to bond the windshield to the vehicle body.

**Consequence :** A windshield that is not properly bonded may detach during a crash and increase the risk of injury.

**Remedy :** Dealers will inspect the windshield and apply primer and urethane sealant. If the windshield is damaged, the dealer will replace it. Repairs will be performed free of charge. Owner notification letters are expected to be mailed November 27, 2023. Owners may contact Cadillac customer service at 1-800-458-8006 or GMC customer service at 1-800-462-8782. GM's number for this recall is N232419690.



# *Curriculum Vitae of William J. Walkowiak*

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[www.CollisionSafetyConsultants.com](http://www.CollisionSafetyConsultants.com)

North Carolina Superior Court Certified Diminished Value Expert Witness  
South Carolina Superior Court Certified Diminished Value Expert Witness  
North Carolina Superior Court Certified Motor Vehicle Valuation Expert  
North Carolina Licensed Motor Vehicle Damage Appraiser  
South Carolina Licensed Motor Vehicle Damage Appraiser  
Connecticut Licensed Motor Vehicle Property Damage Appraiser  
New Hampshire Licensed P&C Adjuster  
Vermont Department of Financial Regulation Auto Damage Appraiser



## **BIOGRAPHY**

I was born and raised in Gaston County, graduated from Ashbrook High School and went on to Brevard Junior College for two years, where I studied Liberal Arts. My formal education came from four years at the College of Charleston in South Carolina where I majored in Political Science and minored in International Law. My first career after finishing college was as a Regional Director for Good Will Publishers (a local International Public Relations Company that improves the lives of children and communities through the distribution of value-oriented books). In the fall of 1999, I set out on a new career in the yacht industry. I immersed myself in custom yacht sales and construction. This is where I learned the "ins" and "outs" of quality customized construction, repair, and customer protection. I worked closely with marine insurance and finance companies. Through these experiences, I learned the importance of quality fit and finish.

After these life experiences, I was looking for a way to make a living and also make a difference in my community. I found that in Collision Safety Consultants, LLC, by reinspecting wrecked automobiles that have been fixed, I can make sure that families are safe by reassuring that their vehicle was repaired correctly, thus came the inception of Collision Safety Consultants, LLC.

By inspecting collision repairs, I am able to assure the safety of families by making sure that the repair shop and insurance company used proper parts and that your vehicle meets manufactures specifications, as well as current highway safety laws. My job is to review claims, repairs, and have the actual vehicles inspected by professionals. I am I-CAR certified in Collision Repair Processes, Advance High-Strength Steel, Corrosion Protection and Inspecting Repairs for Quality Control along with being Haz Mat (Hazwoper) certified.



My goal at Collision Safety Consultants, LLC is to make sure that vehicles are being repaired under safety guidelines and that your vehicle is returned to you in crashworthiness condition in regards to function, safety, appearance and value. Our goal is to make sure auto repair facilities are doing their jobs correctly. We are also making sure that the insurance companies and body shops are not taking advantage of customers.

## **EDUCATION**

College of Charleston, South Carolina, Charleston, SC - Political Science/International Law (1987-1991)

Brevard Junior College, Brevard, NC - Associate of Liberal Arts (1985-1987)

Ashbrook High School, Gastonia, NC - High School Diploma (1984)

## **WORK EXPERIENCE**

**Collision Safety Consultants, LLC, Founder and CEO** 2011 – Current

- Specializing in Diminished Value, Total Loss, and Post Repair Inspection of Vehicles. As of October 2019, Collision Safety Consultants is currently operating independently owned associate licensing locations with (32) domestic locations and (2) international locations. Along with the founding location, solely owned and operated by Billy Walkowiak, Founder and CEO. Current locations: Charlotte, North Carolina, Raleigh, North Carolina, South Carolina, Louisiana, Scottsdale, Arizona, Tucson, Arizona, Houston, Texas, San Antonio, Texas, Eastern Pennsylvania, Western Pennsylvania, Indiana, West Virginia, Illinois, South Florida, West Florida, Northern Florida, Mississippi, Oklahoma, Colorado, Savannah, Georgia, Atlanta, Georgia, Tennessee, Australia, Winsor-Ontario Canada, Kentucky, Virginia, D.C., Maryland, Idaho, Nebraska, Utah and Ohio

**North Carolina Department of Insurance** 2011 – Current

- Motor Vehicle Damage Appraiser, 4/1/11 License Number 16187638 NPN

**South Carolina Department of Insurance** 2011 – Current

- Motor Vehicle Damage Appraiser, 8/4/11 License Number 610324

**Gaston County, Gastonia, NC** 2011 – Current

- Independent Appraiser/Estimator

**Olive Law Firm, Charlotte, NC** 2012 – Current

- Independent Appraiser/Estimator

**Hendrick Collision Group, Charlotte, NC** 2015 – Current

- Independent Consultant, Independent Appraiser/Estimator

**Auto Dealer Expert Consultant for Diminished Value, Total Loss and Repair Disputes** 2016 – Current

- Selected Expert for the following dealerships:  
Bob King GMC & Mercedes, Wilmington, NC, Moore GMC, Don Williamson Nissan, Jacksonville, NC, City Chevrolet, Hendrick Honda, Bill Moore Chevrolet, Town and Country Toyota, Charlotte, NC, Nyle Maxwell Jeep Chrysler, Austin, TX, Keeler Mercedes, Albany, NY, Mark Ficken Ford Charlotte NC and Athens GA, Baker Motors Charleston SC, Formula One Imports Charlotte NC, Paramount Porsche Hickory NC, Bentley of

High Point NC, Foreign Cars Italia Charlotte, NC, Metrolina Auto Group  
Charlotte NC, Godspeed Motors Charlotte NC, 7th Gear Exotics,  
Columbus, Ohio and Tampa Florida, Lotus, Spyker, Backdraft Karma, Alfa  
Romeo of Naples, Dimmitt Auto Group Tampa, Hot Deals Auto, Cars By U

- |   |                     |
|---|---------------------|
| <b>Law Offices of James Scott Farrin, Charlotte, NC</b>   | 2017 – Current      |
| • Diminished Value Appraiser  |                     |
| <b>AAA-Carolina’s/Universal Insurance, Winston Salem, NC</b>  | 2019 – Current      |
| • Independent Appraiser   |                     |
| <b>Geico Insurance</b>  | June 2020 – Current |
| • Independent Appraiser for the Appraisal Clause, Florida   |                     |
| <b>Farmers Insurance Company</b>  | Dec. 2021 – Current |
| • Independent Appraiser   |                     |
| <b>Connecticut Department of Insurance</b>  | 2021 – Current      |
| • Licensed Motor Vehicle Property Damage Appraiser 3/2/2021<br>License No. 2717043  |                     |
| <b>Vermont Department of Financial Regulation</b>   | 2021 – Current      |
| • Auto Damage Appraiser, 10/13/2021, License No. 3001584630   |                     |
| <b>Seifer Flatow, PLLC, Charlotte, NC</b>   | 2023 – Current      |
| • Diminished Value and Total Loss Assistance  |                     |
| <b>Teddy, Meekins &amp; Talbert, PLLC, Shelby, NC</b>   | 2023 – Current      |
| • Criminal Defense Expert Witness on Vehicle Identification   |                     |
| <b>Vehicle Valuations &amp; Expert Witness for Plaintiff (TitleMax, Inc.)</b>   | 2023 – Current      |
| • Selected Expert Witness Testimony for the following law firms:  |                     |
| • <b>Holland &amp; Knight, LLP:</b> (TitleMax v. Gilliam) (TitleMax v. Wilson)<br>(TitleMax v. Jenkins) (TitleMax v. Bryant-Bell) (TitleMax v. Stewart)<br>(TitleMax v. Bryant) (TitleMax v. Gray) (TitleMax v. Montgomery)<br>(TitleMax v. Nicholson) (TitleMax v. Hudson) (TitleMax v. Allen)<br>(TitleMax v. Wall) (TitleMax v. Robinson) (TitleMax v. Wade/Faulkner)<br>(TitleMax v. Graham) (TitleMax v. Bostic)   |                     |
| • <b>Berkowitz Oliver, LLP:</b> (TitleMax v. Rogers) (TitleMax v. Johnson)<br>(TitleMax v. Mayham) (TitleMax v. Anderson) (TitleMax v. Bostic)<br>(TitleMax v. Harper) (TitleMax v. Tillman) (Titlemax v. Bradshaw)<br>(TitleMax v. Boyd) (TitleMax v. Cantey) (TitleMax v. Royster) (TitleMax<br>v. Scott) (TitleMax v. Kelly) (TitleMax v. Carter) (TitleMax v. Smith)<br>(TitleMax v. Stinson) (TitleMax v. Florence) (TitleMax v. Wilkes)<br>(TitleMax v. Goode), (TitleMax v. Oliver), (TitleMax v. Gilmore)<br>(TitleMax v. McIlwain) |                     |
| • <b>Troutman Pepper Law Firm:</b> (TitleMax v. Scales) (TitleMax v. Slade)   |                     |

<ul style="list-style-type: none"> <li>• <b>Atkinson, Baker &amp; Rodriguez, P.C.:</b> (TitleMax v. Green) (TitleMax v. Lynch) (TitleMax v. Washington) (TitleMax v. Ferguson) (TitleMax v. Boykins) (TitleMax v. Gavin) (TitleMax v. Horton) (TitleMax v. Johnson)</li> </ul>	
<b>Erie Insurance</b> <ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	June 2023 – Current
<b>SCV Law Firm, Dallas, TX</b> <ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	Oct. 2024 – Current
<b>Hood, Hargett &amp; Associates, Charleston, SC</b> <ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	June 2024 – Current
<b>Levine Law Group, Mooresville, NC</b> <ul style="list-style-type: none"> <li>• Diminished Value and Total Loss Assistance</li> </ul>	June 2024 – Current
<b>State Farm Insurance</b> <ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	June 2025 – Current
<b>New Hampshire Department of Insurance</b> <ul style="list-style-type: none"> <li>• Licensed Adjuster. License No. 16187638</li> </ul>	March 2025 – Current
<b>Siniard Law, LLC, Huntsville, AL</b> <ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	September 2025
<b>Ellis &amp; Ellis Attorneys at Law, Covina, CA</b> <ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	August 2025
<b>Neece Law Firm, Gastonia, NC</b> <ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	August 2025
<b>Black, Slaughter &amp; Black, Greensboro, NC</b> <ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	August 2025
<b>Hornsby, Watson &amp; Associates, Huntsville, AL</b> <ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	August 2025
<b>David &amp; Associates, Wilmington, NC</b> <ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	August 2025
<b>Mitchell, Blackstock, PLLC, Little Rock, AR</b> <ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	July 2025
<b>Campbell &amp; Associates Law Firm, Charlotte, NC</b> <ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	July 2025
<b>Auger &amp; Auger Law Firm, Charlotte, NC</b> <ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	July 2025
<b>Hardee, Massey &amp; Blodgett LLP, Greenville, NC</b> <ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	July 2025

<b>Ray Hodge &amp; Associates, LLC, Wichita, KS</b>	July 2025
<ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	
<b>Underwood Law Office, Inc., Huntington, WV</b>	July 2025
<ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	
<b>Shillen, Mackall, Seldon &amp; Spicer Law Office, P.C., Woodstock, VT</b>	July 2025
<ul style="list-style-type: none"> <li>• Diminished Value Assistance</li> </ul>	
<b>McMinn, Logan, Gray Law Firm, Winston-Salem, NC</b>	July 2025
<ul style="list-style-type: none"> <li>• Diminished Value Expert</li> </ul>	
<b>Rosen Haygood LLC, Charleston, SC</b>	June 2025
<ul style="list-style-type: none"> <li>• Expert Witness Testimony for Plaintiff on Diminished Value and Heavy Equipment Valuations (Palmetto Corp. v. Godwin Truck Body: Case No. 200-CP-21-02187, SC)</li> </ul>	
<b>Johnston / Martineau, Law Group of Iowa, Des Moines, IA</b>	June 2025
<ul style="list-style-type: none"> <li>• Diminished Value Assistance for Plaintiff</li> </ul>	
<b>Philbrook Law, Accident and Injury Lawyers, Portland, OR</b>	March 2025
<ul style="list-style-type: none"> <li>• Expert Witness Diminished Value, Nazariy Ponomarenko vs. Raymond Chu, 24CV25498, Oregon</li> </ul>	
<b>Couch, PA, Casselberry, FL</b>	March 2025
<ul style="list-style-type: none"> <li>• Total Loss Appraisal Clause Assistance</li> </ul>	
<b>NC Court Appointed Umpire by the Onslow County Magistrate</b>	March 2025
<ul style="list-style-type: none"> <li>• Case No. 40912 – Argall</li> </ul>	
<b>Uptown Motors, Milwaukee, WI</b>	Jan. 2025
<ul style="list-style-type: none"> <li>• Independent Appraiser for Estimate Disputes and Vehicle Valuations</li> </ul>	
<b>Progressive Insurance</b>	Jan. 2024
<ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	
<b>Circuit Court of Cook County, Illinois, Plaintiff Diminished Value Expert Witness Testimony</b>	Jan. 2023
<ul style="list-style-type: none"> <li>• Newman v. Travelers Insurance</li> </ul>	
<b>NC Catawba County, Certified Expert Witness for Vehicle Valuation Under Daubert</b>	May 2022
<ul style="list-style-type: none"> <li>• Preston v. Everett Chevrolet, Inc.</li> </ul>	
<b>Allstate Insurance</b>	Nov. 2021
<ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	
<b>Esurance</b>	June 2021
<ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	

<b>NC Court Appointed Umpire</b>	June 2021
<ul style="list-style-type: none"> <li>• Jefferson v. Allstate</li> </ul>	
<b>NC Court Appointed Umpire by the Mecklenburg County Magistrate</b>	June 2021
<ul style="list-style-type: none"> <li>• Carolina's Vehicle Damage Assessment v. Diminished Value Carolina</li> </ul>	
<b>Progressive Insurance</b>	May 2021
<ul style="list-style-type: none"> <li>• Umpire selected by Taylor v. Progressive to act as a competent and disinterested appraiser under the appraisal clause.</li> </ul>	
<b>Nationwide Insurance</b>	May 2021
<ul style="list-style-type: none"> <li>• Umpire selected by Hayes v. Nationwide to act as a competent and disinterested appraiser under the appraisal clause.</li> </ul>	
<b>NASF, Advisory Board Member, St. Johns, FL</b>	May 2020
<ul style="list-style-type: none"> <li>• National Automotive Service Task Force</li> </ul>	
<b>NC Court Appointed Umpire</b>	July 2020
<ul style="list-style-type: none"> <li>• Terrell vs. Auto Damage Appraisers of GA for Geico</li> </ul>	
<b>Metropolitan Insurance Company</b>	2019 – 2021
<ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	
<b>Gerber Collision and Glass</b>	Nov. 2019
<ul style="list-style-type: none"> <li>• Presentation: The importance of following proper OEM repair procedures to avoid liability. The necessity of quality control via post-collision repair inspections. The use of proper corrosion. Slideshow on improper, unsafe repairs.</li> </ul>	
<b>David R. Price, Jr., CPA</b>	Oct. 2019
<ul style="list-style-type: none"> <li>• Certified Expert Witness, South Carolina Superior Court Lisa and Eric Hastings v. Bryan Daniel, et. al., C.A. No. 2017-CP-23-07042</li> </ul>	
<b>NC Court Appointed Umpire</b>	Sept. 2019
<ul style="list-style-type: none"> <li>• Case 19 R 1940 Bennett v. Metropolitan</li> </ul>	
<b>Elam &amp; Elam Law Firm</b>	August 2019
<ul style="list-style-type: none"> <li>• Expert Witness: Superior Court, Case Yousef v. Miller, 18-CVS-011382</li> </ul>	
<b>Lincoln College of Technology, Nashville, TN</b>	August 2019
<ul style="list-style-type: none"> <li>• Guest Lecturer: Presentation on the Diminished value process, total loss valuations, post-collision repair inspections, quality control, and how to research proper repair procedures</li> </ul>	
<b>NC Court Appointed Umpire</b>	March 2019
<ul style="list-style-type: none"> <li>• Segnere v. Farm Bureau</li> </ul>	
<b>Turner, Padget, Graham &amp; Laney, PA</b>	March 2019
<ul style="list-style-type: none"> <li>• ELCO Claims. SC Superior Court Expert Witness. Diminished value and vehicle valuation. Scott McNeil &amp; Amber McNeil v. Ashley Shuler</li> </ul>	

<b>Idaho Auto Body Craftsman Association</b>	March 2019
<ul style="list-style-type: none"> <li>• Keynote Speaker, Quality Control: The importance of following OEM procedures, avoiding liability by doing post repair inspections and appraisal clause</li> </ul>	
<b>NC Department of Insurance</b>	Feb. 2018 – Nov. 2019
<ul style="list-style-type: none"> <li>• External Appraiser Task Force</li> </ul>	
<b>Blossom Law, PLLC, Charlotte, NC</b>	2013 – 2019
<ul style="list-style-type: none"> <li>• Independent Appraiser/Estimator/Expert Witness</li> </ul>	
<b>Mercedes-Benz Collision Training, Grapevine, TX</b>	Nov. 2018
<ul style="list-style-type: none"> <li>• Collision Repair Workshop, Educating Insurance Company personnel with information and insights into Mercedes-Benz vehicle technologies and repair needs after a loss</li> </ul>	
<b>Caliber Collision, Seminar and Consultant, Atlanta GA</b>	Nov. 2018
<ul style="list-style-type: none"> <li>• Collision Repair Liability and Proper &amp; Safe Collision Repair – Manager’s Meeting</li> </ul>	
<b>SEM Products School, Rock Hill, SC</b>	Nov. 2018
<ul style="list-style-type: none"> <li>• Advanced training for Corrosion protection, OE -E-Coat Primers, Weld Primers, Epoxy applications, OE Seam sealers and proper applications</li> </ul>	
<b>Caliber Collision, Seminar and Consultant, Charleston SC</b>	Oct. 2018
<ul style="list-style-type: none"> <li>• Collision Repair Liability and Proper &amp; Safe Collision Repair – Manager’s Meeting</li> </ul>	
<b>ABRA, Cincinnati, OH</b>	Sept. 2018
<ul style="list-style-type: none"> <li>• Seminar, Quality Control, the importance of following OEM procedures, avoiding liability by doing post repair inspections – Regional Manager Meeting</li> </ul>	
<b>Nexsen Pruet, PLLC</b>	July 2018
<ul style="list-style-type: none"> <li>• Expert Witness Diminished Value: Joyal vs. The Rim Shop</li> </ul>	
<b>BASF Micro Group, Detroit, MI</b>	May 2018
<ul style="list-style-type: none"> <li>• Seminar, Quality Control, the importance of following OEM procedures, avoiding liability by doing post-repair inspections</li> </ul>	
<b>ABRA, Charlotte, NC</b>	May 2018
<ul style="list-style-type: none"> <li>• Seminar, Quality Control, the importance of following OEM procedures, avoiding liability by doing post-repair inspections</li> </ul>	
<b>ABRA, Chicago, IL</b>	May 2018
<ul style="list-style-type: none"> <li>• Seminar, Quality Control, the importance of following OEM procedures, avoiding liability by doing post repair inspections</li> </ul>	
<b>Daniel D’Agostino Law</b>	March 2018
<ul style="list-style-type: none"> <li>• South Carolina Expert Witness for Diminished Value</li> </ul>	

- Car O Liner Academy - Carolina Collision Equipment** Feb. 2018
- Completed a 20-hour course on Clem-0004 computerized electronic measurement; collision damage analysis and repair
- North Carolina Department of Insurance** Feb. 2018
- Appointed to NC Department of Insurance External Appraiser and Repair Task Force by NC Commissioner of Insurance Mike Causey.
- BASF Micro Group, Chicago, IL** Jan. 2018
- Seminar, Quality Control, the importance of following OEM procedures, avoiding liability by doing post repair inspections.
- North Carolina Department of Insurance** 2016 – 2018
- Appointed to the NCDOI Consumer Advisory Group by Commissioner Wayne Goodwin
- Law Offices of Jason E. Taylor, Hickory & Charlotte, NC** 2013 – 2018
- Independent Appraiser/Estimator/Expert Witness
- Caliber Collision, Charlotte, NC** Oct. 2017
- Seminar and Consultant, Collision Repair Liability and Proper & Safe Collision Repair – Manager’s Meeting
- Hendrick Automotive** Oct. 2017
- Seminar and Consultant
  - Collision Repair Liability and Proper & Safe Collision Repair – Manager’s Meeting
- McQuire Woods LLP** Sept. 2017
- Expert witness for total loss vehicle valuation: Foster v. Jiffy Oil Change
- ABRA Auto Body & Glass** Sept. 2017
- Seminar and Consultant, Collision Repair Liability and Proper & Safe Collision Repair
- Chosen Umpire-Arbitrator** August 2017
- Diminished value South Carolina Diminished Value Expert by Clawson and Staubes, LLC for Genoble, Mary et al. adv. Kathleen Class and State Farm
- Metropolitan Insurance, Charlotte, NC** 2015 – 2016
- Independent Appraiser/Estimator
- DCR Systems DBA Mike Johnson’s Collision Center, Hickory, NC** May 2015
- Guest Speaker, Proper Repair Procedures and Quality Control
- Equipment Tool Institute** April 2015
- Tool Tech 2015 Guest Speaker
- County Line Autobody, Howell, NJ** March 2015
- Seminar and Consultant, - Proper Repair Procedures and Quality Control

<b>Gallagher Bassett, TPA, Itasca, IL</b>	2014 – 2015
<ul style="list-style-type: none"> <li>• Independent Appraiser/Estimator</li> </ul>	
<b>City of Gastonia, Gastonia, NC</b>	2011 – 2015
<ul style="list-style-type: none"> <li>• Independent Appraiser/Estimator</li> </ul>	
<b>Plymouth Rock Assurance Corp, Plymouth, MA</b>	2014
<ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	
<b>Charlotte Mecklenburg County, Charlotte, NC</b>	2011 – 2013
<ul style="list-style-type: none"> <li>• Independent Appraiser</li> </ul>	
<b>Martin &amp; Jones, PLLC Gilleland vs. Tindol Ford, Raleigh, NC</b>	2012
<ul style="list-style-type: none"> <li>• Expert Witness</li> </ul>	
<b>Hazardous Materials Site Worker, Hazwoper Certified</b>	2010
<ul style="list-style-type: none"> <li>• 1910-120 AND NFPA 472 Hours</li> </ul>	

## **INDUSTRY MEDIA PUBLICATIONS**

**ABC11: April 24, 2025**

Why a Durham Driver's Diminished Value Claim Went from \$413 to \$6,000. Written by Diane Wilson.

[https://abc11.com/post/diminished-value-nc-drivers-claim-went-413-6000-20k-damage-car-wasnt-fault/16240852/?fbclid=IwZXh0bG9hZW0CMTEAR7RcSYywgFbT9H2pthNsehmyleMqlcfMfeal1n3y6MHM5q9UOhwg-MgzN6hzw\\_aem\\_4p6SrakWn7H11fw5Zk1jXA#abm6zcmclzijyy7iz3gmz6o48g4nnocv](https://abc11.com/post/diminished-value-nc-drivers-claim-went-413-6000-20k-damage-car-wasnt-fault/16240852/?fbclid=IwZXh0bG9hZW0CMTEAR7RcSYywgFbT9H2pthNsehmyleMqlcfMfeal1n3y6MHM5q9UOhwg-MgzN6hzw_aem_4p6SrakWn7H11fw5Zk1jXA#abm6zcmclzijyy7iz3gmz6o48g4nnocv)

**Insurance Talk: The Collision Vision Sponsored by Autobody News September 17, 2024**

Challenges in Insurance Claims for Collision Repairs with Billy Walkowiak

<https://m.youtube.com/watch?v=6KeYgJ6mONc&d=n>

**Sherwood News June 21, 2024**

Press Questions about Tesla Cybertrucks

<https://sherwood.news/personal-finance/insurance-cost-cybertruck/>

**Insideevs.com December 2023**

The Tesla Cybertruck Could Be an Insurance and Repair Nightmare

<https://insideevs.com/news/699189/tesla-cybertruck-repair-insurance/>

**Journal of Insurance Regulation NAIC, October 2023**

<https://naic.soutrnglobal.net/Portal/Public/en-US/RecordView/Index/26578>

**Body Bangin' Guest interview with Host Micki Woods "Episode #58: Use the Appraisal Clause to Get Paid"**

[https://www.youtube.com/watch?v=934dxN70i\\_o](https://www.youtube.com/watch?v=934dxN70i_o) November 2022

**Booth Talk June 2018**

Guest interview with Host Jeremy Winters, Collision Safety Consultants and the future of our industry.

<http://boothtalk.podbean.com/e/episode-16-with-billy-walkowiak-from-collision-safety-consultants/>

North Carolina General Assembly and Senate May 2018

I proposed and it was approved that the North Carolina General Assembly and Senate to amend the Language on Diminished value to give more power to The Commissioner of Insurance to enforce N.C. General Statute 20-279.21

<https://www.autobodynews.com/index.php/southeastern/item/15873-nc-law-requires-insurance-companies-to-enforce-laws-for-3rd-party-claims.html>

WSOC-TV April 2018

Action 9: "Accident victims could be missing out on thousands of extra dollars." On camera expert explaining diminished value. Reporter, Jason Stoogenke.

<http://www.wsocvtv.com/www.wsocvtv.com/news/action-9/action-9-accident-victims-could-be-missing-out-on-thousands-of-extra-dollars/733572472>

Alldata Magazine May 2017

"The Appraisal Clause: What Consumers Need to Know." Feature article on Billy Walkowiak and Collision Safety Consultants.

Autobody News July 2017

"Hawaii Body Shops and Their Customers Handicapped by Insurance Issues" Written by Stacey Phillips Featured expert quotes by Billy Walkowiak.

Body Shop Business January 2017

"The Appraisal Clause, How Body Shops Can Get Paid for Proper Repairs". Journal of Applied Risk Management and Insurance.

**CURRENT LICENSES, AFFILIATIONS, CERTIFICATIONS & AWARDS**

Founder & Managing Director of the RF Walkowiak YMCA Memorial Fund (August 2025)

North Carolina Department of Insurance Auto Body and Independent Auto Appraiser Roundtable Group Leader, Appointed by Commissioner Mike Causey (June 2025)

Gaston County Citizens' Police Academy (May 2024)

Sheriff's Citizens' Academy (May 2023)

ALLDATA Certified Automotive Information OEM Specialist (September 11, 2020)

Presented with the Military Order of the Purple Heart Special Recognition Award (June 6, 2018)

<http://www.gastongazette.com/news/20180806/gaston-businesses-come-together-to-give-veteran-new-ride>

NCACAR – North Carolina Association of Collision and Auto Body Repair (North Carolina Body Shop Association). Elected to the Board of Directors (May 2018)

Hazwoper Certified / Hazardous Materials (2010)

**Various I-Car Training Certifications:**

- Advanced High Strength Steel 3/28/11
- Inspecting Repairs for Quality Control 7/15/11
- Corrosive Protection 10/10/11
- Collision Repair Processes 3/25/15

**Child Safety Restraint Technician Certification / Nationally Certified Child Passenger Safety Technician**

- Curriculum by NHSTA, 40-Hour Course (September 2012)

**VOLUNTEER**

Mentor for a student at Dream Center Academy (August 2025)

Founder and Chairman, Gaston County Police Foundation (January 2025)

Appointment to the Gaston County Juvenile Crime Prevention Council, Unanimously Appointed by the Gaston County Board of Commissioners (February 2023 – Present)

Gaston County Metro YMCA Board of Directors / Stowe Branch Belmont, NC, 3-year term (February 2013 to 2016)

Appointment by Gaston County Board of Commissioners to the Gaston County Transportation Board and the Gaston County Travel and Tourism Board (December 2012 – 2016)

**REFERENCES**

Available Upon Request



**FutureForensics**<sup>TM</sup>  
*Automotive Damage Investigations*

## RESUME OF MARK E. OLSON

### SUMMARY

Over 34 years experience in the collision repair industry including Certified Instructor for The Inter-Industry Conference on Auto Collision Repair (I-CAR), Collision repair and automotive refinishing technician, body shop owner, independent insurance physical damage appraiser, staff insurance field technician / Adjuster.

### WORK HISTORY

Vehicle Collision Experts LLC (VECO Experts) – Seattle, WA  
November 2016 – Present - CEO

COLLISION COACH  
November 2006 – Present

VERIFACTS – SEATTLE – Seattle, WA  
November 2006 to October 2016

HUNTER ENGINEERING COMPANY – Bridgeton, Missouri  
March 2008 – January 2016 – Contract Trainer

VERIFACTS AUTOMOTIVE – Nevada/California  
January 2003 until November 2006 – Vice President / COO

FUTURE FORENSICS - SEATTLE, WA  
October 1, 1997 to present – President

PRECISION COLLISION INC. - BELLEVUE, WA  
October 1, 1997 – March 1, 1998 – Consultant / Manager

INTER-INDUSTRY CONFERENCE ON AUTO COLLISION  
REPAIR (I-CAR)  
1993-Present – Certified Instructor in multiple disciplines.

ALLSTATE INSURANCE COMPANY, - SEATTLE WA.  
September 1996 – September 1997 – Field Technician / Adjuster  
Special assignments and field damage analysis.



## **PRECISION COLLISION INC. - BELLEVUE, WA.**

March, 1995 – September, 1996 – General Manager

## **MOORE'S BODY SHOP - SEATTLE, WA.**

June, 1992 – February, 1995 – Partner / General Manager

## **MARK 2 COLLISION CENTER - EVERETT, WA**

December 1991 - June 1992 – New shop set up consultant. 6 Month contract.

## **CRAWFORD AND COMPANY - BELLEVUE, WA**

December, 1990 – December, 1991 – Contract field appraisals

## **MOORE'S BODY SHOP - SEATTLE, WA**

January, 1985 – November 1990 – Technician / Manager / Part Owner

## **OLSON'S BODY SHOP - SEATTLE/BOTHELL, WA**

February 1982 – December 1985 – Collision / Refinish Technician – Owner. Including many odd jobs with different minor employers.

# **PROFESSIONAL DATA & MEMBERSHIPS**

### **-State of Washington Licensed and bonded Independent Adjuster and Public Adjuster**

\*License number: 973185

### **-State of Oregon Licensed Vehicle Appraiser**

\*License number V60022

### **-State of Oregon Licensed Insurance Adjuster**

\*License number 18682523

### **-Autobody Craftsman Association:**

- \*North King County Director 1994-95
- \*Education Chairman for the State of Washington 1994-95
- \*North King County Co-Director 1993-94
- \*Public Relations Chairman 1993-94

### **-Inter Industry Conference on Auto Collision Repair (I-CAR):**

- \*Instructor; 32 hour Collision Repair 2000/3000
- \*Instructor; 8 hour Glass Repair and Replacement
- \*Instructor; 8 hour Plastic Repair course
- \*Instructor; 8 hour Detailing course
- \*Instructor; 4 hour Fundamentals of Collision Repair Course
- \*Instructor; 16 hour Collision Damage Analysis course
- \*Instructor; 4 hour Corrosion Protection course
- \*Instructor; 4 hour Welding and Cutting Steel course
- \*Instructor; 8 hour Air Conditioning Repair and Diagnosis
- \*Instructor; 8 hour Structural Parts Steels Course (1&2)
- \*Instructor; 4 hour Trim and Hardware course
- \*Instructor; 4 hour Three Dimensional Measuring Principles Course
- \*Instructor; 4 hour Structural Parts Steels 3
- \*Instructor; 4 hour Straightening Structural Steels course
- \*Instructor; 8 hour Heating and Cooling course
- \*Instructor; 24 hour Volvo Collision Repair 1-6
- \*Instructor; 4 Hour Corvette Z06 Collision Repair
- \*Instructor; 16 hour Aluminum Repair
- \*Instructor; 4 hour Steering and Suspension
- \*Instructor; 8 hour Advanced Steering and Suspension

- Member Sno-King Committee
- Lake Washington Technical College Autobody Advisory Board Chairman 1999-2003
- Experienced Auto Skills 2 week workshop – 2<sup>nd</sup> in class.
- Automotive Service Excellence (ASE) Certified Body Technician and Vehicle Damage Estimator.
- I-CAR Platinum Individual, Certificate of Qualification; March 2001

## Publications and Articles- Seminars

- Are You Committing Fraud Without Knowing It?
- Measuring Quality Repairs – Power Point
- VeriFacts / Collision Coach Shop launch (hands on live)
- Diminished Value – What it is and What it is not – Power Point
- Suspension Diagnostic Clinic
- Intelligent Quality Control
- Plastic Repair in Shop Basics (Hands on Theory)
- Analyzing Collision Damage – A View From Both Sides of the Fence
- How Scary is the Monster Under Your Bed?
- Triple Win of Intelligent Estimating.
- Cost of a Comeback
- Automobile Accident Litigation Desk book, Published by the Washington State Trial Lawyers Association: 2000. Author of Chapter 7, Section C: "Low Impact Collisions – What is a Forensic Property Damage Evaluation and Why Would You Need One?".

John D Fullerton  
2150 East FM 487  
Jarrell, Tx. 76537  
Cell 720-384-7261  
Office 512-746-2500  
john@fullertonappraisal.net

**Objective:** Seeking to help in the handling of everyday claims utilizing my extensive knowledge and successful experience as an independent auto/heavy equipment appraiser.

### Summary of Qualifications

Offering extensive experience and expertise in the following areas:

- Extensive experience in the repair process of vehicles and heavy equipment
- Experienced in the knowledge of ADP and CCC estimating software
- Very proficient in the handling of claims and developing relationships with clients and staff adjusters

### Experience Highlights

2006 to Present **Owner** Fullerton Appraisal Services, Inc, Jarrell, Tx

- Co-owner of million-dollar vehicle appraisal firm servicing Texas and Colorado; handling damage appraisals, bonded title appraisals, accident investigations and appraisal clause files
- Manage daily assignments for staff members, evaluating current workload and client contractual requirements for effective turn around.
- Manage over 25 contractual relationships over multiple regional territories with a staff of over a dozen appraisers throughout multiple states.
- Manage company QuickBooks files, issuing and collecting on outstanding invoices

1998 to 2006 **Independent Appraiser** Tailored Adjustment Services, Irving, TX  
Responsible for meeting with policyholders and claimants to evaluate, photo and estimate damages sustained from accidents, thefts, vandalism, hail, flood, etc.

- Handling field claims for Amica, Liberty Mutual, MetLife, AIG, USAA, Farmers, Union Standard, EMC, Horace Mann, Germania, Unitrin, Prudential insurance companies.
- Appraised damage on auto, boat, RV, and heavy equipment claims.
- Work load consisted of 1200 to 1400 claims per year, not including reinspects
- Estimated using the ADP Penpro software system
- Uploaded files using ADP, Scene Genesis, Process Claims and CCC Portal

1998 to 1998 **Claims Representative** Farmers Insurance, Grand Prairie, TX  
Responsible for meeting with policyholders and claimants to examine, photo, estimate and settle repairable and total loss claims.

- Planning, organizing, evaluating and approving maximum number of claims set by branch using the CCC Pathways estimating system



- Taking statements of policyholders and performing on-site inspections
- Negotiating claims settlements with policyholders and repair facilities

**1989 to 1998 Collision Shop Manager** American Auto Body, Arlington, TX  
Responsible for estimating damage, working with insurance adjusters, ordering parts and overseeing the repair process from start to finish.

- Met with vehicle owners, inspected and estimated damages using hand written estimating and eventually CCC estimating system
- Assigned vehicles to repair technicians, dealt with and wrote supplements, ordered parts and supervised the overall repair process
- Dealt with insurance companies regarding payments of original estimates and supplements

**Licenses:** Adjuster-All Lines issued from Texas Department of Insurance--#391377

**Strengths:** Highly motivated in quickly turning files, paying close attention to detail, thorough and accurate with inspections. I am very loyal, dependable, and friendly allowing quick development of great working relationships, as well as, excellent at meeting insurance company guidelines.

**References furnished upon request**

## JOHN D. TRENT JR.

2253 Grillo Ln • McLendon-Chisholm, Texas • 75032  
Cell: 972-974-0501 • Email: johnnytrent1@gmail.com

**Job Objective:** To be an asset to my employer, as well as the insurance industry, by obtaining a position where I can utilize my skills as an all lines adjuster to the fullest capacity possible.

### Summary of Qualifications

- More than 30 years of extensive knowledge in auto body appraising industry.
- Worked as an independent auto damage appraiser for 20 years.
- Texas All Lines Adjuster since 2014.
- Property and Casualty Adjuster since 2014
- Licensed in Oklahoma
- Have 10 years' experience as a body shop estimator.
- Worked as a body technician for one year.
- Strong communication and customer service skills.
- Vast knowledge of office practices and procedures.
- Capable of working independently or as part of a team effort.
- Strong negotiation skills.

### Professional Experience

#### ***Texas and Oklahoma All Lines Adjuster for Frontier Adjusters / Independent Damage Appraiser / Independent Contractor***

##### ***Dallas, Ft Worth, Sherman, Tyler, Waco, and East Texas***

April 2014 – Present

- Property Damage Appraiser: Inspecting property damage and completing property damage appraisals and reports
- Casualty Adjuster: Investigating casualty claims.
- Auto Claims Adjuster: Completing damage appraisals, working full auto claim assignments, recorded statements, appraisal clauses, diminished value claims, and settling claims.

#### ***Park Cities Ford Collision Center, Dallas, TX***

##### **Body Shop Estimator / Collision Consultant**

August 2013 – April 2014

- State Farm Select Service Coordinator: Accepted assignments via CCC One, Contacted customers, set Appointments, uploaded estimates and photos as per State Farm protocol. Utilized Parts Trader program.
- USAA Coordinator: Accepted assignment via CCC One, Contacted customers, set appointments, uploaded Estimates as per USAA guidelines.
- Chubb and Son DRP Coordinator: Downloaded assignments via Scene Access program. Contacted customers, set appointments, uploaded estimate and photos as per guidelines.
- Assisted in other DRP overflow estimates as needed.
- Handled all jobs accordingly by overseeing all stages of progress and communicated with customers and kept them adequately informed regarding status of repairs by phone and or email as requested.
- Performed quality control inspections on completed repairs.
- Balanced all paperwork prior to customer pick up for final billing.

#### ***Trophy Nissan Collision Center, Mesquite, TX***

##### **Body Shop Estimator**

August 2011 – August 2013

- State Farm Select Service Coordinator: Accepted assignments via CCC One, contacted customers, set appointments, uploaded estimates and photos as per State Farm protocol.
- Linx Coordinator: Accepted Linx assignments, contacted customers, set appointments, uploaded estimates as per Linx's guidelines.
- Assisted in other DRP overflow estimates as needed.
- Handled all jobs accordingly by overseeing all stages of progress and communicated with customers and keeping them adequately informed regarding status of repairs by phone, text, and or email as requested.
- Performed quality control inspections on completed repairs.
- Balanced all paperwork prior to customer pick up for final billing.



***Classic BMW Collision Center, Richardson, TX***

April 2010 – August 2011

**Body Shop Estimator**

- Coordinated insurance estimates and basic customer pay estimates.
- Handled all jobs accordingly by overseeing all stages of progress. Duplicated all insurance estimates to ensure that supplements would be accurate
- Wrote supplements as need upon discovery of hidden damage.
- Kept customer adequately informed regarding status of repairs.
- Performed quality control inspections on completed repairs.
- Balance all paperwork and tracked all funds prior to customer pick up.

***Self Employed***

October 2008 – April 2010

**Independent Contractor, Auto Damage Appraiser**

- Received appraisal assignments, made contact within 24 hours and set inspection appointments.
- Inspected damaged vehicles, light property, and heavy equipment.
- Completed accurate estimates in accordance to guidelines and protocol of insurance company.
- Performed total loss evaluations as per insurance company requests.
- Completed CCC and ACV forms.
- Performed accident scene inspections and diagrams.
- Reported all potential and obvious fraud to the SIU department.
- Performed catastrophe appraisals following storms.
- Re-inspected supplements at repair facilities to avoid overwritten supplements and to insure that there is no work bid and not performed.
- Performed local searches for quality replacement parts and aftermarket parts when applicable.

***Sewell Collision Center, Dallas, TX***

May 2008 – October 2008

**Body Shop Estimator**

- Coordinated DRP accounts with State Farm, USAA, AIG, and Amica insurance companies.
- Handled all jobs in shop by overseeing all stages of progress.
- Duplicated all estimates to ensure supplements needed were accurate.
- Wrote supplements of hidden damage upon discovery.
- Kept customers adequately informed regarding status of repairs.
- Balanced all paperwork and final billed DRP prior to customer pick up.
- Performed quality control inspections of completed repairs.

***Self Employed***

August 1995 – May 2008

**Independent Contractor, Auto Damage Appraiser**

- Received appraisal assignments, made contact within 24 hours and set inspection appointments.
- Inspected damaged vehicles, light property, and heavy equipment.
- Completed accurate estimates in accordance to guidelines and protocol of insurance company.
- Performed total loss evaluations as per insurance company requests.
- Completed CCC and ACV forms.
- Performed accident scene inspections and diagrams.
- Reported all potential and obvious fraud to the SIU department.
- Performed catastrophe appraisals following storms.
- Re-inspected supplements at repair facilities to avoid overwritten supplements and to insure that there is no work bid and not performed.
- Performed local searches for quality replacement parts and aftermarket parts when applicable.

***Randall Noe Ford/Chrysler***

September 1993 – August 1995

**Body Shop Estimator/Assistant Body Shop Manager**

- Coordinated insurance estimates and basic customer pay estimates.
- Handled all jobs accordingly by overseeing all stages of progress. Duplicated all insurance estimates to ensure that supplements would be accurate
- Wrote supplements as need upon discovery of hidden damage.
- Kept customer adequately informed regarding status of repairs.
- Performed quality control inspections on completed repairs.
- Balance all paperwork and tracked all funds prior to customer pick up
- Allstate Insurance Pro Shop Coordinator.

***Miracle Auto Painting/Collision Center***

May 1989 – September 1993

**Body Shop Estimator/Commercial Sales Representative**

- Coordinated insurance estimates and basic customer pay estimates.
- Handled all jobs accordingly by overseeing all stages of progress.
- Wrote supplements as need upon discovery of hidden damage.
- Kept customer adequately informed regarding status of repairs.
- Performed quality control inspections on completed repairs.
- Coordinated commercial and fleet accounts for repairing company vehicles.
- Coordinated repairs for local used car lots.
- Balance all paperwork and tracked all funds prior to customer pick up.

**Technical/PC Skills**

Audatex, CCC Pathways, CCC Imaging Program, CCC One, Xactimate 28, Xactimate X1, Process Claims system, Reynolds Management Systems, ADP Pen-Pro & Management System, Digital Imaging, Adobe, and Microsoft Office

**Education**

Adjuster Pro- Texas All Lines Course Graduate/ Licensed  
Xactimate

I-Car Certified (structural & non-collision), Mountain View College (Principals of Management) Gpa-4.0,  
American Trades Institute (Auto body) Received Diploma Gpa-4.0, Perfect attendance award, "A" honor roll award,  
Grand Prairie High School (Diploma)

**References:**

**Robert McDorman – Vehicle Value Experts – 409-790-7378**

**Fred Ogier – Frontier Adjusters - 214-534-5128**

**Jay Parchman – Tailored Adjustment Services – 817-988-6537**

**Jeff Perkins – Authur J Gallagher & Co Area Vice President – 972-663-6152**

**Victor Dewbery - Frontier Adjusters of OK - 580-222-8285**

# RON BARTLETT

APPRAISAL EXPRESS • (800) 289-7220

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## SUMMARY OF QUALIFICATIONS

Background includes over 40 years in automotive appraisals, auto dealership management, body and paint, finance, automotive repairs, software, and consultation.

- Current President and owner of Appraisal Express, specializing in automobile appraisal, actual cash value, damage arbitration, diminution of value, Expert testimony, repair estimating, and total loss evaluating relating to autos, trucks, recreational vehicles, and heavy equipment. Umpire/Mediator, third party negotiations.
- Former General Manager of a multi franchise dealer group with expertise in sales, service, parts, body shop, used cars, finance, accounting, warranty, sales and finance training, Floorplan, and used cars.
- Former Used Car Director of a multi franchise dealer group overseeing retail sales, wholesale sales, all trade appraisals, reconditioning, auction, purchasing, detail, and finance department.
- Former General Sales Manager for the number one Airstream RV dealer in the country. Overseeing sales, sales training, RV trade appraisals, wholesale, reconditioning, finance, and warranty.
- Former owner of a mobile auto body franchise. Later as Corporate Vice President and technical advisor for the parent company.
- Former Territory Manager for ADP dealer services. Auto, heavy truck, dealership management, and auto body estimating software.
- Former Dealer Consultant for GWC Warranty. Served as field manager to mitigate warranty claims. Sales and account management.
- Former Area Manager facilitating the class action settlement for Volkswagen, Audi and Porsche TDI diesel consumer buybacks.
- Former Remarketing Manager of classic, exotic, and high line lease return and repossession vehicles.
- Former multiple Store Manager of wholesale distributors of tires, custom wheels, suspension, brakes, shocks, speed shop equipment, car, truck, and van accessories. Sales and service.



# RON BARTLETT

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## PAST AFFILIATIONS

- California Occupational License for vehicle sales since 1982 #S303169
  - Honda Presidents Club, 3 years
  - Subaru Circle of Stars winner
  - Porsche Club of America
  - PCA Redwood Region Autocross
  - Porsche Owners Club
  - Ducati Owners Club
  - Sportscar Vintage Racing Association
  - Vintage Thunderbird Association
  - NHRA
  - Airstream WBCCI
  - Classic Car owner and collector
  - American Motorcyclist Association AMA
  - NADA 20 Group
  - Avid motorsports enthusiast
  - Multiple brand motorcycle owner, collector and enthusiast
  - Bay Area Formula One Club
  - Moto GP and World SBK enthusiast
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# RON BARTLETT

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## PROFESSIONAL EXPERIENCE

- Present**                    **President; Appraisal Express**
- Specializing in automobile appraisal, actual cash value, damage arbitration, diminution of value, repair estimating and total loss
  - Evaluating for the insurance industry relating to autos, trucks, recreational vehicles and heavy equipment
  - Umpire, mediator, for appraisal disputes
- 2016 - 2018**                **Automotive Area Manager; Concentrix**
- Facilitate in-person VW/Audi/Porsche 2.0L and 3.0L TDI vehicle buybacks per class action law suit
  - Perform On site vehicle evaluations and territory field operations, problem solving and training
  - Managed a dealership network of 32 dealers and 24 field specialists
  - Oversee daily operations and scheduling of field staff
  - Ensures all compliance requirements are met
- 2014 - 2016**                **Dealer Consultant; GWC Warranty**
- Managed, enrolled, and trained independent and franchise dealers
  - Increased finance, warranty, and GAP penetration using GWC products
  - Field adjuster for claims
- 2009 - 2014**                **Remarketing Manager/Account Manager/Underwriter; Sport Leasing & Financial/Apollo Auto Finance**
- Managed lease return and repossession inventory for specialty lender
  - Coordinated reconditioning, sales and transportation to domestic and export to international clients
  - Managed auction activities and results
  - Structured finance and lease deals to meet underwriting guidelines
  - Counter and make credit decisions
  - Cultivated franchise and independent dealer account network
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# RON BARTLETT

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1982 - 2009

**General Manager/General Sales Manager/Sales Manager/Used Car Director/Finance Director/Body Shop Manager/Franchise Owner**

- Direct new car franchise experience with Porsche, Audi, BMW, Mercedes Benz, Volkswagen, Subaru, Honda, Mazda, Nissan, Acura, Lexus, Infiniti, Ford, GM, Volvo, Hyundai, and Airstream RV
  - Hired, trained, and mentored dealership personnel
  - Managed used car inventories, appraisals, reconditioning, wholesale, auction, and marketing
  - Appraisals of RV trades, wholesale, and auction
  - Auto and heavy truck dealer software consultant
  - Auto dealership General Manager overseeing 2 body shops
  - Evaluation and marketing of classic, exotic and custom vehicles
  - Wholesale and export
  - General Sales Managed a Airstream RV dealership to the top selling new and pre-owned location in the world
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# JUSTIN PETTY

## CONTACT

- 📞 214-227-2154
- 📍 5636 TX HWY 154 S  
Sulphur Springs, TX 75482
- ✉ admin@pettydetailslc.com
- 🌐 diminishedvalueexpert.com

## EDUCATION

### SELF STUDY

- Ongoing study of current appraisal standards guide
- Continual contact with dealers and consumers and appraisers in the private auto market
- Maintenance and procurement of private database of vehicle sales and settlement trends
- Webinar and Seminar development, presentation, and attendance
- Collaboration with software engineers and attorneys regarding appraisal standards

### TEXAS DEPT. OF INSURANCE

- Texas All Lines Adjuster License #491502 (1998 – 2010)
- Texas Public Adjuster License #1570218 (2008 - 2010)
- Over 300 hours of CE courses in Fraud, Ethics, Appraising, Arson for Profit, Litigation Basics, Total Loss Evaluations, Market Trend Analysis, and many others

## EXPERT WORK / AUTO-BIOGRAPHY SUMMARY

From the beginning of my career, I have specialized in unusual, complex, and difficult-to-resolve insurance claims and damage scenarios. During my years as an insurance adjuster, management frequently called upon me to handle and resolve diminished value cases, subrogation cases, large losses, and special investigations involving fraud.

I excelled at and enjoyed complex cases during my years of being an employee at insurance companies. I grew in my insurance adjusting career and before I became an independent appraiser, I was relied upon by three different multimillion-dollar insurance carriers to audit and identify their recovery claims and then manage the recovery department.

I created a formal recovery process along with the related best practices and hired and directed all the staff. I also created and employed tailored database management systems to maintain activity on high volumes of claims while tracking and reporting on the appropriate data metrics.

During my career, other appraisers, insurance carriers, attorneys, and consumers have called upon me to consult about vehicle values, inherent diminished value, formal appraisal standards, vehicle physical damages, market value calculations, and formal claims processes. I've also testified in Federal Court and State courts around the country on these matters.

Now, I'm an independent vehicle valuation expert and property damage consultant. I focus my energy on helping courts, attorneys, insurance companies, adjusters, commercial entities, and consumers obtain the information they need to understand appraisal standards, inherent diminished value and auto claims best practices. I even developed a seminar on formal appraisal methods for adjusters and attorneys and I have personally appraised the value of well over 22,000 vehicles with over 6,000 of those value assessments focusing on the element of diminished value due to crash or other adverse history.





# JUSTIN PETTY

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## EDUCATION

### SULPHUR SPRINGS HIGH SCHOOL

- Graduated with Honors
- John Philip Sousa Award Recipient

### EAST TEXAS STATE UNIVERSITY

- 5 Semesters with 86 hours
- Emphasis in Music and Spanish

### OUACHITA BAPTIST UNIVERSITY

- One semester 12 hours
- Emphasis in Music and Business Law

### RICHLAND COLLEGE / BROOKHAVEN COLLEGE

- Medical Terminology
- Music / Ensemble

## OTHER SKILLS & NOTABLE POINTS

- Bilingual English / Spanish
- Former Member of the National Association of Subrogation Professionals (NASP)
- Claims software process consultant
- Provides appraisal auditing and training in the application of the USPAP (Uniform Standards of Professional Appraisal Practice) to private party auto appraisals
- Experience with all major damage estimating software (Audatex, WebEst, Mitchell, CCC, etc.)
- Highly effective as a project manager and appraisal software development consultant
- Familiar with and maintained dynamometer software programs and other methods of interpreting and gathering vehicle mechanical data
- Peer-recognized and self-published author in insurance claims, diminished value, and automobile values and markets; has authored 3 e-books relating to the auto insurance industry and has over 40 articles available on the internet in the field of insurance claims, vehicle values and damages
- Produces short articles and blog posts for company website
- Numerous experiences qualifying and testifying in automobile damages, values, auto claims best practices, and formal appraisal standards for individuals, attorneys, courts, and insurance companies/commercial entities
- Administrator and founder of LinkedIn's Diminished Value Appraiser's & Auditor's Group (35+ members)
- Has been interviewed and quoted in the "Claims Journal" magazine.
- Developed and presented two different seminars entitled "Recognizing Subrogation Potential in Automobile Claims" and "Diminished Value: Texas Adjuster Seminar" to attorneys, claims managers, adjusters and appraisers
- Provided expert answers, assistance and information in the Insurance / Auto Claims Category over a digital platform at AllExperts.com to over 865 questioners beginning in 2010 with exceedingly high feedback ratings (see rating profile on below as of August 2016) while the site was active
- Listed in Thomson Reuters (now known as The Round Table Group) as an expert in auto claims best practices, bad faith, auto damages, and auto appraisal standards



# JUSTIN PETTY

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## PARTIAL INSURANCE CARRIER CLIENTELE

I, or my company, have provided services to the following insurance companies (non-exhaustive list):

- AAA
- ACCC GENERAL AGENCY
- ALLSTATE
- AMICA MUTUAL INSURANCE
- ARKANSAS FARM BUREAU
- BEST WAY INSURANCE
- CITY AND STATE MUNICIPALITIES
- DAIRYLAND
- ENDEAVOR GENERAL AGENCY
- FARMERS
- GAINSCO INS.
- GEICO INS.
- GMAC INSURANCE
- H & K GROUP
- HARBOR CLAIMS
- LIBERTY MUTUAL
- LONESTAR MGA
- METLIFE
- MIDLAND CLAIMS
- MISSISSIPPI FARM BUREAU
- NATIONWIDE INS.
- OLD AMERICAN COUNTY MUTUAL
- OTHER SELF-INSUREDS
- OVERBY-SEAWELL
- PERSONABLE INSURANCE
- PROGRESSIVE
- PRONTO, MGA AGGRESSIVE INSURANCE
- RILEY ADJUSTMENT BUREAU
- SENTRY CLAIMS
- STANDARD INSURANCE
- STATE FARM
- TEXAS FARM BUREAU
- THE HARTFORD
- TRAVELERS INSURANCE
- UNITED AUTO
- UNITRIN
- USAA



# JUSTIN PETTY

## PARTIAL ATTORNEY CLIENTELE

I, or my company, have provided services to the following attorneys across the United States. A partial client list includes:

- AARON CARTER LAW FIRM PC
- ADAM BARLOW LAW
- ADESOLA ADEYEMI
- ALL RISK CLAIMS SERVICES
- ALL RISK GENERAL AGENCY (TX)
- AMRCN RECREATIONAL MKTS
- ANDERSON LAW FIRM
- ASHMORE & ASHMORE
- BAIN & BARKLEY
- BARNETT, HOWARD & WILLIAMS, PLLC
- BEGUM LAW GROUP
- BEST, WATSON & GILBERT, PC
- BIGGS & GREENSLADE, P.C
- BISTANY LAW FIRM
- BLAIES & HIGHTOWER, LLP
- BLAKE LAW FIRM
- BOOTH & KOSKOFF
- BRADSHAW FIRM
- BRADY LAW FIRM
- BRIAN LONCAR & ASSOCIATES
- BURNETT LAW OFFICE
- BURRESS LAW
- BUSBY, BELL & BIGGS, PC
- CANTELME & BROWN, PLC
- CARSE LAW FIRM
- CHAD WEST, PLLC
- CHRIS JONES LAW
- CIULLA LAW FIRM, PLLC
- CLAUNCH LAW FIRM
- COLLIE FIRM
- COWEN LAW GROUP
- CRAIG ZIMMERMAN LAW
- DASHNER LAW FIRM
- DAVID SHAPIRO LAW PLLC
- DEL GROSSO LAW, LTD
- DESOUZA LAW, P.C.
- DOYLE LAW
- DURRANT & ASSOCIATES, PLC
- DUTSON LAW FIRM, PLLC
- FEARS NACHAWATI, PLLC
- FITZGERALD LAW
- FLICKINGER & SUTTERFIELD, PC
- FORREST LAW FIRM
- FRENKEL & FRENKEL
- FRISBIE LAW GROUP, PLLC
- FRISH LAW GROUP
- GOLDMAN & ZWILLINGER, PLLC
- GUIDANT LAW
- HAMPTON LAW FIRM
- HAMPE & IGLESIAS, PLLC
- HASTINGS & HASTINGS PC
- HERNANDEZ & BAGGETT, PLLC
- HOGLE FIRM
- HOLMES NEGRETTI
- JIM ADLER & ASSOCIATES
- JUNEAU, BOLL, STACY & UCHEREK
- JRJ FIRM
- KALLUS LAW FIRM
- KANE RUSSELL COLEMAN & LOGAN PC
- KERR & SHELDON
- LAIRD FIRM, PLLC
- LAW OFFICE OF A.J. MITCHELL, PLC
- LAW OFFICES OF ALAN K. TAGGART
- LAW OFFICES OF ALAN LEVAR
- LAW OFFICE OF CARY L. LACKEY
- LAW OFFICE OF CHRIS L. DAVIS
- LAW OFFICE OF EDWARD FIGAREDO
- LAW OFFICES OF JACK H. HIRSCH
- LAW OFFICE OF JERRY ANDREWS
- LAW OFFICES OF KENNITH L. PETERSON
- LAW OFFICES OF LOREN J. BECK
- LAW OFFICE MARISSA HERNANDEZ
- LAW OFFICES OF MATT J. MCWILLIAMS
- LAW OFFICE MATTHEW T. VALERIANNE
- LAW OFFICE OF J. SCOTT HALVERSON
- LAW OFFICES OF MICHAEL POLLACK
- LAW OFFICES OF NICHOLAS E. KOSMAS
- LAW OFFICE OF REBECCA ALBANO
- LERNER & ROWE
- MAJORS LAW FIRM
- MCKEY & SANCHEZ, PC
- MCKEY LAW FIRM
- MILEONE
- MILLS & WOODS LAW, PLLC
- MOORE INJURY LAW
- MOSTYN LAW
- MULLEN & MULLEN
- NEGRETTI & ASSOCIATES
- NOURIAN LAW FIRM
- PETERSON JOHNSON
- PHILLIPS & LYON, PLC
- PROGRESSIVE INSURANCE
- PURDY & BAILEY
- RAWLINS LAW FIRM, LLC
- RIGGS, ELLSWORTH & PORTER
- RIVIERE LAW GROUP PLLC
- ROUSH MCCracken GUERRERO
- SALAM & ASSOCIATES
- SCHENK PODOLSKY
- SCHERN RICHARDSON FINTER
- SHAPIRO LAW GROUP
- SHARON K. CAMPBELL
- SHELTON, HARRISON & PINSON
- STATE LAW FIRM
- STROUD LAW FIRM
- TATE REHMET LAW OFFICE
- THOMPSON LAW FIRM
- THOMPSON LAW INJURY ATTYS
- TIJERNA LEGAL FIRM, PC
- TIJJANI LAW FIRM, PLLC
- TS BRANCH LAW FIRM, PLLC
- URSUS HOLDINGS, LLC
- VAN WEY LAW
- TITLA & PARSİ, PLLC
- VICTOR PENA LAW, PLLC
- VOIGHTMANN LAW FIRM, PC
- WERT LAW FIRM
- WARNOCK, MACKINLAY & CARMAN
- WATTEL & YORK
- ZACHAR LAW FIRM
- ZAYAS & HERNANDEZ



# JUSTIN PETTY

## PROFESSIONAL EXPERIENCE

### **PETTY DETAILS, LLC - CEO**

MAY 2009 TO PRESENT - CURRENTLY IN 16TH YEAR

[DIMINISHEDVALUEEXPERT.COM](http://DIMINISHEDVALUEEXPERT.COM)

- Founded Company in 2009
- Responsible for all aspects of day-to-day operations
- Provides niche claim services to consumers, attorneys and insurance companies, and commercial clientele
- Developed a widely accepted process for computing and documenting vehicle diminished value claims within appraisal industry published methodology/standards
- Contacts and conducts research with other appraisers, auto dealers and consumers
- Provides professional damage auditing, value appraisals, appraisal clause, and umpire services along with loss of use and auto claims best practices analyses
- Provides professional consulting and mentoring services to individuals and companies employed in the procurement, insurance, vehicle sales and valuation, software engineering, and claims service industries
- Directs entire staff to include appraisers, customer service representatives, administrative support, and one other executive

### **PRIOR EXPERIENCE (1996 - 2009 / 13 YEARS LISTED IN REVERSE CHRONOLOGICAL ORDER):**

#### **ENDEAVOR GA, LLC - AUTO CLAIMS ADJUSTER**

- Resolved all aspects of auto liability claims within policy limits authority
- Estimated auto damages, audited auto damage estimates on a per claim basis
- Reviewed and consulted on large loss exposures with claims and litigation manager
- Performed subrogation duties when applicable
- Reviewed and performed calculations and research on the actual cash value of automobiles and settled total loss claims.
- Implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice



# JUSTIN PETTY

## PROFESSIONAL EXPERIENCE

### **GAINSCO, INC. – CORPORATE TORT RECOVERY SUPERVISOR**

- Created, implemented, and integrated official corporate recovery procedures
- Instituted “Agency NSF Recovery Program”
- Collaborated with programmers and management in development of a new claims system
- Managed 5 direct reports
- Provided guidance and training to claim supervisors and adjusters regarding recovery investigations, recovery related litigation theories and tactics, early recognition of recovery potential and specialty valuation methods
- Attended various mediations and directed/instituted all legal actions for recovery including negotiation of settlements on counterclaims in various venues across the business portfolio of 5 states
- Assisted and consulted on physical damage and salvage procedures and processes to increase efficiency
- Appraised vehicles, reviewed diminished value claims and audited vehicle damage/value reports and subrogation claim demands
- Implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice

### **SAFEWAY, INC. – SMALL CLAIMS LITIGATOR / SUBROGATION REPRESENTATIVE**

- Developed the entire set of recovery procedures for the Texas portfolio
- Handled all aspects of litigation on claims with a value of \$5000.00 or below and directed legal action on all claims over \$5000.00 in value
- Attended and represented company in Small Claims Court (included drafting petitions, locating, and serving defendant by any means available, answering and serving all aspects of “approved” discovery, periodic conducting of officially transcribed depositions, prepared and conducted voire dire when required, tried cases to 6 panel juries with over 99% success rate)
- Maintained venue tendency worksheet focused on Small Claims courts
- Created all-inclusive tracking spreadsheet/database for monthly and quarterly reporting
- Trained adjusting staff on effective recognition and investigation of recovery potential
- Assisted with damage estimate audits, special investigations, and total loss evaluations
- Implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice.



# JUSTIN PETTY

## PROFESSIONAL EXPERIENCE

### **MABRY & MABRY, LLP - TEAM LEADER / AUDITOR**

- Began in 1996 handling subrogation recovery on first party auto claims, left to pursue formal adjusting position
- Returned to subrogation in 2002 and eventually was promoted to supervisor and supervised 5 tort recovery specialists
- Specialized in high value technical tort claims for workers comp., commercial liability, and general contract liability
- Reported monthly unit activities and metrics to co-owner
- Audited vehicle damages and values for use in auto damage settlement cases and in preparation for litigation hearings / proceedings
- Implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice

### **TL THOMPSON & ASSOCIATES - SUBROGATION SPECIALIST / CLAIM AUDITOR**

- Recovered applicable claim payments on all lines of insurance claims
- Handled inter-company arbitration cases, when authorized by clients
- Responsible for various types of consumer debt recovery
- Trained entire staff on basic and most helpful Spanish phone phrases
- Audited vehicle damages and values for use in arbitration and litigation hearings / proceedings
- Implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice

### **FARMERS INSURANCE AGENCY - OWNER AND PRIMARY AGENT**

- Evaluated over 300 properties and produced over 250 policies
- Specialty dwelling insurance consisted of approximately 25% of agency production
- Personal lines and commercial insurance made up approximately 75% of production

### **HEARTLAND INSURANCE - AUTO AND GENERALIST ADJUSTER**

- Resolved all aspects of auto liability claims within policy limits authority
- Estimated auto damages, audited auto damage estimates on a per claim basis
- Reviewed and consulted on large loss exposures with litigation manager
- Assigned and directed recovery claims to attorneys and vendors
- Trained adjusting staff on recognition of subrogation potential and proper evidence salvaging
- Implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice



# JUSTIN PETTY

## PROFESSIONAL EXPERIENCE

### **OLD AMERICAN COUNTY MUTUAL INS. CO. – TOTAL LOSS ADJUSTER / SUBROGATION REPRESENTATIVE**

- Began as temporary total loss adjuster and settled total loss claims for appx. 6 months, including inspecting and performing all market evaluations on vehicles
- Was promoted to subrogation director and implemented entire in-house recovery program
- Recovered claim payments on commercial and personal lines insurance
- Directed recovery action on agency and self-insured recovery issues
- Handled all aspects of recovery litigation up to policy limits
- Assisted SIU specialist in various specialty investigations
- Assisted physical damage department with estimates, procedures, and salvage maintenance
- Implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice

### **AMERICAN RECREATIONAL MARKETS – AUTO ADJUSTER**

- Handled first party auto damage claims
- Evaluated and calculated vehicle actual cash values, fair market values, and settled hundreds of total loss auto claims
- Inspected and appraised vehicle damages and values and coordinated with and reviewed body shop performance
- Handled liability claims with expected injury severity of less than \$5000.00
- Identified and pursued subrogation opportunities
- Investigated and implemented process for auditing appraisal reports for compliance with the Uniform Standards of Professional Appraisal Practice



# JUSTIN PETTY

## EXPERT REVIEWS

### Average Ratings

Knowledgeability .....	9.91	Number of Questions Today .....	0
Clarity of Response .....	9.88	Max Questions to be Asked in a Day .....	100
Politeness .....	9.98	Total Questions (since joining AllExperts) .....	930
Response Time(hr) .....	9.7	Volunteer Since .....	2010-01-10
Response Time(hr, last 90 days) .....	2.5	Prestige Points .....	10810

### Recent Reviews from Users

[Read More Comments](#)

K = Knowledgeability C = Clarity of Response P = Politeness

User	Date	K	C	P	Comments
Debbie	07/25/16	10	10	10	Although I didn't like the answer I .....
Ray	06/22/16	10	10	10	Helpfu
jared	06/02/16	10	10	10	Thank you for this reply. I think .....
Art	04/19/16	10	10	10	
Kris	04/18/16	10	10	10	

### Recent Answers from Justin Petty

#### 2016-07-22 [RV water damage:](#)

Debbie, Sorry for the delay, I was out of the office for a bit at court. Anyway, so accidental discharge is typically covered, but maintenance items are not covered. These are tricky claims. I

#### 2016-07-22 [Auto Damages Tree on Property:](#)

One cannot invoke the appraisal clause when the insurance company is not their own insurance company, the only option is suit. If it were your own insurance company, you would be required to invoke

#### 2016-07-22 [Auto Damages Tree on Property:](#)

Glen, this is a common type of argument. Insurance companies feel like they are the authority on determining value. When one works as an adjuster for an insurance company, the company invariably attempts

#### 2016-06-22 [Does paying a replacement car to a totaled car by the different car insurance automatically cover the previous damages caused by a different car accident ?:](#)

Ask the company that paid for the total loss to give you their total loss breakdown paperwork and it should tell whether they deducted any for existing damages. If you can get them to provide you the

#### 2016-06-22 [Does paying a replacement car to a totaled car by the different car insurance automatically cover the previous damages caused by a different car accident ?:](#)

You are not required to fix your car, so if you can get the first company to just pay you and tell them you are not repairing yet, you would be good. Of course, if you were paid for the full value by



# JUSTIN PETTY

## ARTICLES PREVIOUSLY PUBLISHED

THE LIST OF ARTICLES BELOW WERE PUBLISHED FOR SEVERAL YEARS ON WWW.EZINEARTICLES.COM, WHICH IS NO LONGER AN ACTIVE SITE. THE ARTICLES LISTED BELOW ALREADY HAVE BEEN OR WILL BE REPUBLISHED ON OUR WEBSITE.

IN AUGUST OF 2009, I ACHIEVED EXPERT STATUS ON EZINEARTICLES.COM DUE TO THE CONTENT I WROTE AND PUBLISHED.

IN JULY OF 2013, DURING THE PRIME ACTIVITY OF THE SITE(EZINEARTICLES.COM), MY INFORMATIONAL ARTICLES HIT 50,000 VIEWS IN TOTAL.

- "Total Loss Settlement Tips"
- "Public Adjusting Pros and Cons"
- "What is a Subrogation Demand Audit"
- "How Much Does a Subrogation Specialist Make"
- "How Do I File a Diminished Value Claim"
- "Used Auto Taxes in Texas"
- "Tips for Using Small Claims Court in Texas"
- "Insurance Adjuster – The Basic Adjusting Procedures"
- "Car Crashes – Third Party Claims and Myths About Adjusters"
- "Reservation of Rights – What is it?"
- "Diminished Value Claims – Current State of the Economy"
- "Diminished Value Claims – Income Tax Benefits"
- "Driver License Suspension – How an Insurance or Subrogation Company Can Suspend your Texas License"
- "Subrogation Services – Auto Claims – How to Maximize Recovery"
- "Rental Car Companies – Tricks of the Trade"
- "Injury Claim: How much is my Auto Accident Injury Worth?"
- "Soft Tissue Injuries – Calculate the Value!"
- "Collision Repair – 7 Things You Need to Know"
- "Diminished Value on Luxury Cars"
- "Total Loss Help – What Can You Do?"
- "Does My Total Loss Settlement Include Diminished Value?"
- "First Party Diminished Value Claim"
- "Diminished Value – Getting Past the Hype"
- "There is No Secret About Diminished Value – Two Biggest Problems"
- "Diminished Value – Contract or Tort?"
- "Need Help with Diminished Value? – 7 Tricks to Help You Cash In"
- "Diminished Value – There is No Formula"
- "Diminished Value – Where Can I Get an Appraisal? – 7 tips"
- "How are Insurance Rates Adjusted Based on Claims Histories?"
- "A Free Diminished Value Report – Secrets to Success"
- "Auto Dealer Quotes and Diminished Value – The Solution"
- "Figuring Total Loss Car Value"
- "Auto Total Loss – Do it Yourself – Insider Secrets"
- "Fleet or Rental Cars and Diminished Value – Is it Real?"
- "Fact or Faked? 7 Things to Look for in a Diminished Value Report"



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## INDUSTRY PUBLICATIONS

***"Navigating the Rental Car Insurance Highway"***; Claims Journal, October 2012 Magazine Issue - <https://www.claimsjournal.com/magazines/special-report/2012/10/15/217048.htm>

After its original use in October, ***"Navigating the Rental Car Insurance Highway"*** was then republished on the web in the national news category on December 31, 2012 - <https://www.claimsjournal.com/news/national/2012/12/31/219839.htm>

## WEBSITE ARTICLES

***"Diminished Value – How does Texas Compare?"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/diminished-value-in-texas-how-does-it-compare/>

***"Does your car have to be sold to prove Diminished Value?"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/does-your-car-have-to-be-sold-to-prove-diminished-value/>

***"Invalid Diminished Value Claim Denials – 8 Unfair Examples"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/does-your-car-have-to-be-sold-to-prove-diminished-value/>

***"Where Can I Get A Diminished Value Appraisal? 7 Tips"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/where-to-get-diminished-value-appraisal/>

***"How the Made Whole Doctrine Affects You"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/made-whole-doctrine/>

***"Auto Dealer Quotes to Prove Diminished Value – Do They Work?"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/auto-dealer-quotes-to-prove-diminished-value/>

***"Has California Diminished Value Law Changed?"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/has-california-diminished-value-law-changed/>

***"How the Repair Bill Amount Affects the Diminished Value"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/how-repair-bill-amount-affects-diminished-value/>

***"7 Things to Know About Collision Repair"***

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/7-things-about-collision-repair/>



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## WEBSITE ARTICLES

*"Third Party Claims and Myths About Adjusters" -*

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/third-party-claims/>

*"Critical Thinking After an Auto Accident" -*

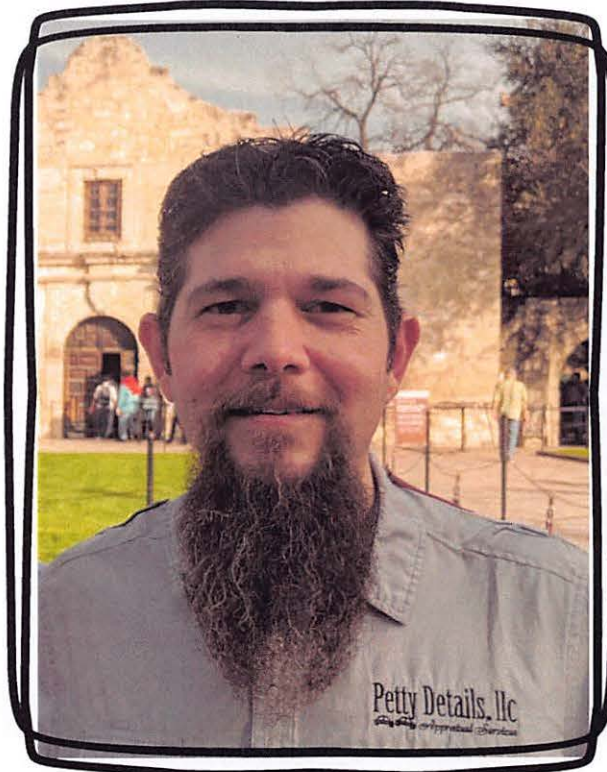
<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/critical-thinking-after-auto-accident/>

*"Body Shop Steering"*

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/body-shop-steering/>

*"How to Choose a Body Shop" -*

<https://diminishedvalueexpert.com/diminishedvalue/dvhottopics/choose-body-shop/>





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## COURT CASES

BELOW IS A LIST OF CASES WHERE I WAS DESIGNATED AS THE VEHICLE APPRAISAL / INSURANCE CLAIMS EXPERT OF RECORD. I HAVE BEEN DESIGNATED AS BOTH PLAINTIFF AND DEFENSE EXPERT. CASES THAT ARE IN BOLD ARE THE ONES WHERE I HAVE ACTUALLY TESTIFIED IN COURT OR BEEN DEPOSED FOR COURT. CASES WHERE THE CAUSE NUMBER ARE NOTED AS UNKNOWN ARE CASES WHERE AN ATTORNEY HIRED ME AND HANDLED THE LITIGATION, BUT I WAS NOT PROVIDED THE OFFICIAL COURT CASE NUMBERS OR STYLE OF CASE BECAUSE THEY SETTLED PRIOR TO ANY TRIAL.

THIS IS NOT AN EXHAUSTIVE LIST, AND THERE MAY BE CASES LISTED THAT ARE NOT HIGHLIGHTED WHERE I TESTIFIED OR WAS DEPOSED BUT HAVE YET TO FIND THE RECORD FROM MY ARCHIVES, OR CASES THAT ARE ACTIVE WHICH ARE NOT LISTED. I AM CONTINUALLY TESTIFYING AND ADDING NEW CASES AS WELL AS AUDITING MY HISTORICAL DATABASE TO FIND PRIOR EXAMPLES FROM BEFORE I BEGAN TRACKING THESE EXPERIENCES.

- **McKee v. Werner / District Court for Saint Mary's County, Maryland / Cause No. 040300012682015 / LIVE TESTIMONY - JULY 2015**
- **Ann Huckaba v. Dustin Blewitt / Hamilton County, Tennessee / LIVE TESTIMONY - MARCH 2016**
- **Jasemian v. Guthrie / Maricopa County, Arizona / Cause No. CC2015-117791**
- **Kaufman v. Franco / Bexar County, Texas**
- **Garcia v. Torres / Bexar County, Texas / Cause No. 1251500138**
- **Leeper v. Hooks / JP Court Denton County, Texas / Cause No. S15-0067J5 / LIVE TESTIMONY - JAN 2016**
- **Leeper v. Hooks / County Court Denton County, Texas / Cause No. CV-2016-00374 / LIVE TESTIMONY - JUNE 2016**
- **Jensen v. Nixon / Dallas County, Texas (unknown cause number) / LIVE TESTIMONY - FEB 2016**
- **Underwood v. Bettler / Los Angeles County, California / Cause No. Unknown**
- **Sidney Abrego (Beck) v. Jason Benedict and RK Hall Construction / Lamar County, Texas / Lamar County, Pct. 5, PI 1 / Cause No. 5114-SC-130 / LIVE TESTIMONY - SEPT 2015**
- **Krastevitch v. Vazquez / Cook County, Illinois / Cause No. 20151040036**
- **Wilson v. Vickers / Bexar County, Texas / Cause No. 31S1400021**
- **Neisser v. Davis / Hunt County, Texas / Cause No. 12SCS14093**
- **Nichols v. Cimbura / Anoka County, District Court, 10<sup>th</sup> Judicial District, Minnesota / Cause No. 02 CV14-5790**
- **Marcum v. Summerfield / Dallas County, Texas / Cause No. JS1300100H**
- **McNickle v. Berner / Superior Court of California, County of Sacramento, California / Cause No. 15SC01381**
- **Hernandez v. Delatorre / Superior Court of California, County of Orange, California / Cause No. 30-2014-00744377-SC-SC-CJC**
- **Moore v. Jones / Dallas County, Texas / Cause No. JS-1500567D**



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## COURT CASES

- **Jacobi v. Cordova-Castro / Tarrant County, Texas / Cause No. JP07-16-SC00007800 / LIVE TESTIMONY - SEPTEMBER 2017**
- Angelucci v. Parham / Denton County, Texas / Cause No. S16-037J6 / LIVE TESTIMONY - MAY 2017
- Previte v. Green / Dallas County, Texas / Cause No. JS15-30763A
- Ranchod v. John Doe / Dallas County, Texas / Cause No. 1600265A
- Tranchina V. Erickson / Maricopa County, Arizona / Cause No. CV2015-009171
- Bell v. Cruddas / Dallas County, Texas / Cause No. JS-1500514L
- **Borden Worsham v. Jill Ekdahl / Taylor County, Texas / Cause No. SC17-22605J12 / LIVE TESTIMONY - FEBRUARY 2018**
- **Natalie Christine Rachel, et al. v. Kenyatta Monique Phillips / Dallas County, Texas / Case No. DC-17-00892 / LIVE TESTIMONY - JUNE 2018**
- Wingate v. Hinton / Dallas County, Texas / Cause No. JS1600039A
- Srinivasa v. Russell / Denton County, Texas / Cause No. S15-183J6
- Smith v. Barretta / Harris County, Texas / Cause No. CV32C0080648
- Stalcup v. Buck / Sacramento County, California
- Rebecca Culbertson v. Roland Gholston and Toler Electric, LLC / Dallas County, TX / Cause No. CC-17-06590-D
- **Christian Alexander Hawley v. Community Toyota / Houston, Texas (formal arbitration) / LIVE TESTIMONY – OCT 2019**
- Sara Patterson v. Phyllis A. Watts / Harris County, Texas / Cause No. 194100417922
- **Jason Keen v. Jennifer Bark / Harris County, Texas / Cause No. 1122453 / TESTIMONY BY AFFIDAVIT / SUMMARY JUDGMENT – SEPT 2019**
- Jonathun J. Catapano v. David Sendroff / Catawba County, North Carolina / Cause No. 18-CVS-1870
- Peter Joseph v. Martin Matassa / Travis County, Texas / Cause No. J3-CV-18-067843
- Conrad George Neumann III v. Amy Franzen / Sacramento County, California
- Judith Lowy v. Robert Hicks / Collin County, Texas / Cause No. 04-SC-18-00219
- Kimberly Cormier v. Chad Allen / Dallas County, Texas
- Tim Richardson v. Penny Elizabeth English / Kaufman County, Texas / Cause No. 99289-CC
- Melissa Golec, Teresa Meyer, and Tina Strief et al. v. Nicholas Ayala / Maricopa County, Arizona / Cause No. CV2018-054838
- **Andrew Foreman v. Srilalith Gottumukkala / Dallas County, Texas / Cause No. JS-1600474L / LIVE TESTIMONY - MAY 2019**
- **Tyler Fox and Katie Fox v. Beth Ellen Shaffer / Harris County, Texas / Cause No. 1127414 / LIVE DEPOSITION - JULY 2019**



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## COURT CASES

- Kerry Ward v. Sukhween Kaur Bhullar / Superior Court of California, County of Sacramento / Cause No. 19SC02254 / [REMOTE TESTIMONY - JULY 2019](#)
- Jesus Guerra v. United States of America / United States District Court for the Western District of Texas, El Paso Division / Cause No. EP-CV-00270-FM / [REMOTE DEPOSITION - OCTOBER 2019](#)
- Ioana Cioranescu v. Government Employees Insurance Company, Consumers County Mutual Insurance Company, Travelers Insurance Company, Catherine Morris & Marissa Coffman / Dallas County, Texas / Cause No. CC-18-03811-B
- Jones v. Ostercamp / Yuma County, Arizona
- Debbie Castaneda v. Antonio Hernandez / Galveston County, Texas / Cause No. 18-NS001-0140
- United States of America vs. Robert Briseno / Title 18 USC1341 & Title 18 USC 2 / United States District Court for the Southern District of Texas, Brownsville Division / Cause No. B-98-CR-634-1
- Ray Sanchez v. Shannon Graham / Tarrant County, Texas / Cause No. SC22149
- Adil Idris v. Benjamin Varghese / 44<sup>th</sup> District Court, Dallas County, Texas / Cause No. DC-15-08689
- Idolina Garcia v. Nancy Araceli Chavez / Dallas County, Texas / Cause No. JS-18-00029-H
- Lynda Garcia v. State Farm Mutual Automobile Insurance Company and Connie Branton / 1<sup>st</sup> Judicial District Court Division C, Parrish of Caddo, Louisiana / Cause No. 614,568
- Lin Xie v. Elizabeth Eve Magid / San Mateo County, CA, Cause No. SCS125371
- Amador v. Sekhar / Superior Court of California, Ventura County / Cause No. 56-2011-00399019-SC-SC-SIM
- Bharath v. Siratt / JP Court Precinct 4, Collin County, Texas
- Nathan v. Whitehead / JP Court Precinct 3/1 / Dallas County, Texas
- Noe v. Montgomery / JP Court Precinct 3/2 / Collin County, Texas
- Turner v. Hayes / Denton County JP 4 / Denton County, Texas / Cause No. C15-304J4
- Skinner v. Miller / County Court at Law 3 / Dallas County, Texas / Cause No. CC-14-00386-C
- Huckaba v. Blewitt / TN General Sessions Court – Civil Division / Hamilton County, Tennessee
- Tracy Clemmons v. Myung McBride / Madison County Court / Madison County, Alabama / Cause No. 47-SM-2015-000991.00
- Ward v. McNeil / North Mesa Justice Court / Maricopa County, Arizona / Cause No. CC2017008078RC



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## COURT CASES

- Banker v. Muckey / Arapaho Small Claims Court / Arapaho County, Colorado / Cause No. 2020S322
- May v. Besco / Mansfield Municipal Court / Richland County, Ohio / Cause No. 2019CVE00333 / [LIVE TESTIMONY - NOVEMBER 2019](#)
- Dora E. Perez v. American Tank Co., Inc, George John Smith / Nueces County, Texas / Cause No. 2018CCV-60611-2 / [LIVE TESTIMONY - FEBRUARY 2020](#)
- Liz Clark v. Ramon Torres / Collin County, Texas / Cause No. 32-SC-19-00033 / [LIVE TESTIMONY - FEBRUARY 2020](#)
- Camelia Cooper-Cisse v. James Anderson / Collin County, Texas / Cause No. 04-SC-20-00229
- Alaina Bower et al. vs. Alexandria Reboulet et al / District Court for Frederick County, Maryland / Cause No. D-111-CV-20-008611 / [LIVE TESTIMONY - APRIL 2021](#)
- Rocco, Brandon v. Armstrong, Brett Charles / J.D. of Hartford, Connecticut / Cause No. HHD CV 21-6136900-S / [REMOTE TESTIMONY - MAY 2021](#)
- Dewey Steadman v. David York / J.D. of Fairfield at Bridgeport, Connecticut / Cause No. FBT CV20 6092961 S / [REMOTE DEPOSITION - JUNE 2021](#) / [REMOTE TESTIMONY - JULY 2021](#)
- Deshpande, Aniruddha M. V. Curry, Randall H. Et Al / J.D. of New Haven, Connecticut - Cause No. Unknown
- Bernardo Casano v. Adam Walker Merritt / J.D. of Hartford, Connecticut / Cause No. HHD-CV20-6123946-S / [REMOTE DEPOSITION - SEPTEMBER 2021](#) / [REMOTE TESTIMONY - NOVEMBER 2021](#)
- Palmieri, Christofaro V. Migliore, Amy / J.D. of New Haven, Connecticut / Cause No. NNH-CV-19-6095420-S / [REMOTE DEPOSITION - NOVEMBER 2021](#) / [REMOTE TESTIMONY - MAY 2022](#)
- Williams, Thomas V. Moody, Gwendolyn / J.D. of Litchfield at Torrington, Connecticut / [REMOTE DEPOSITION - JULY 2022](#)
- Raus, Robert V. Morris, Gary B./ J.D. of New Haven, Connecticut / Cause No. HHD-CV-20-6134459-S / [REMOTE TESTIMONY - AUGUST 2022](#)
- Morelli, Glenn Frank V. Fumero-Shugrue, Rosa Maria / J.D. of Middlesex, Connecticut / Cause No. MMX-CV-21-6030492-S / [REMOTE TESTIMONY - JANUARY 2023](#)
- David Vincent McCormick, Jr. v. Christine H, Renn / J.D. of New Britain, Connecticut / Cause No. HHB-CV-21-6064098-S
- Inman v. Allen / Tarrant County Court at Law No. 2 / Cause No. 2016-004707-2 / [LIVE TESTIMONY / FEB 2019](#) - Also, see published appeal case 2020 WL 7396088
- Satkowski, Quinn V. Gentile, Mark / J.D. of New Haven, Connecticut / Cause No. Unknown



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## COURT CASES

- Blanchette, Danielle Marie V. Geary, Daniel M./ J.D. of Hartford, Connecticut / Cause No. Unknown
- Morytko, Bryan V. Coyle, Jasmine/ J.D. of Hartford, Connecticut / Cause No. Unknown
- Equi, Taylor Janeen V. Sowinski, Rachel Mary / J.D. of Fairfield, Connecticut / Cause No. FBTCV216111630S
- Seaquist, Brett V. Hallowell, Nicole Et Al / J.D. Court unknown, Connecticut / Cause No. NNHCV226126800S
- Notarangelo, David John V. Pildis, Jeffrey Seth/ J.D. of Hartford, Connecticut / Cause No. Unknown
- Joanne Christine Manganiello v. Lautaro V. Alvarez, et al / J.D. of Danbury, Connecticut / Cause No. DBD-CV21-6038459-S
- Afonso, Fernando V. Minotti, Philip A. Et Al / Derby Superior Court, Connecticut / Cause No. Unknown
- Russell, Timothy A. V. Greenwood, Kelly Lynn Et Al/ J.D. of Hartford, Connecticut / Cause No. Unknown
- Manzione, Paul V. Kosko, Michael Et Al / J.D. of Ansonia-Milford, Connecticut / Cause No. Unknown
- Warzocha, Andrew J. V. Lathrop, Miranda / J.D. of New London, Connecticut / Cause No. Unknown
- Costa, Albano R. V. O'Sullivan, Timothy M. / J.D. of Fairfield at Bridgeport, Connecticut / Cause No. Unknown
- Gonzalez, Peter Thomas V. Conway, David Jonathan/ J.D. of Danbury, Connecticut / Cause No. Unknown
- Nagisetty, Krishna V. Slovik, Steven M. / J.D. of Fairfield at Bridgeport, Connecticut / Cause No. Unknown
- Ferrucci , Charles V. Mueller, Stephen / J.D. of Hartford, Connecticut / Cause No. Unknown
- Shamsul, Robbin V. St. Peter, Wilfred Nelson / J.D. of Hartford, Connecticut / Cause No. Unknown
- Prahach, Charles J. V. Meyer, Paul Z. / Connecticut (court unknown) / Cause No. LLI-CV20-6025576-S
- Dedonato , Patricia V. Basciano, Nicole Marie Et Al / J.D. of Waterbury, Connecticut / Cause No. Unknown
- Mucci, Annemarie V. Jakups, Jack Thomas Et Al / J.D. of New Haven, Connecticut / Cause No. Unknown
- Farley, Kristopher V. Lauer, Kathryn - J.D. of Hartford, Connecticut - Cause No. Unknown
- Schilpp, Peter V. Solanch, Matthew / Connecticut / Cause No. Unknown



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## COURT CASES

- Robbin Shamsul v. Wilfred Nelson St. Peter / J.D. of Hartford, Connecticut / Cause No. HHD-CV20-6130787-S
- May Luke v. Han Ma / Santa Clara County, California / Cause No. 21SC085016
- **Bowen v. Black / Yavapai County Superior Court, Arizona / Cause No. P1300CV202000492 / REMOTE TESTIMONY - APRIL 2021**
- Gino Casagrande v. Zachary Franks and Jane Doe Franks / Maricopa County, Arizona / Cause No. CV2020-010094
- Natalie Christine Rachel, et al. v. Kenyatta Monique Phillips / Dallas County, Texas / Cause No. DC-17-00892
- Doyle v. Huhn / Cause No. CV2019-056851
- Martin Mazner et al vs Marifel Fuentesilla et al / Santa Clara County, California / Cause No. 19SC079048
- Elizabeth Spinelli v. Jessica L. Akhras / Collin County, Texas / Cause No. 31-SC-18-00240
- Dan R. Hutchison v. Deborah Boney / San Diego County, California / Cause No. 37-2017-00050378-SC-SC-CTL
- Preethi Jones v. Pedro Araujo / Dallas County, Texas / Cause No. JS-1400271-E
- Chalon Clark v. Kirk Meza / Dallas County, Texas / Cause No. CC-20-01816-D
- Steven Christie v. Walter Franci Platero Suarez / Collin County, Texas / Cause No. 01-SC-20-00041
- Britton Labombard v. Elizabeth M. Sotelo / Dallas County, Texas / Cause No. CV-2017-01697
- Deshpande, Aniruddha M. v. Curry, Randall H. Et Al / New Haven Superior Court
- Naomi Dalton-Sajadi v. Jordan Townsend and State Farm Mutual Automobile Insurance Company / Harris County, Texas / Cause No. 2020-25276
- Kristafer Kinens and Susan Kinens v. Philip Henrichs and Jane Doe Henrichs; / Maricopa County, Arizona / Cause No. CV2017-094646
- Christian Vogel v. Lorren Anthony Holland / Harris County, Texas / Cause No. 1109097
- David Rios v. Stephen Lounsbury / Maricopa County, Arizona / Cause No. CC2017-100532RC
- **Jue Mei v. Adrianna Monique Arrieta and John Doe Arrieta / Maricopa County, Arizona / Cause No. CC2017-124757 / REMOTE DEPOSITION – NOV 2017**
- Alison Barrett v. Erin Marie Brandel / Maricopa County, Arizona / Cause No. CV 2016-090301
- Charles Lang v. Blanca Yasmin Mancilla Ferrer / Dallas County, Texas / Cause No. JS14-30965A
- Comunale v. Greco / Monroe County, Pennsylvania / Cause# MJ-43304--CV-000001-2012



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## COURT CASES

- Karthi Thyagarajan c. Matthew Ryan Gray / Dallas County, Texas/ Cause No. JS1720244-0 / [LIVE TESTIMONY – JUNE 2018](#)
- United States of America v. Rodney James McGaffey / United States District Court for the Eastern District of Texas (Sherman Division) / Cause No. 4:21-C-113
- Quyen Di Nguyen v. Syed Hauder Ali / Collin County JP Pct 4 / Cause No. 04-SC-23-00231
- Richard Palmer v. Julia Berry / JP Pct 3 Place 2 / Dallas County, Texas / Cause No. JS1900418N / [LIVE TESTIMONY – APRIL 2023](#)
- Modern Post Media, Inc. Vs Abraham Barajas, Et Al. / Superior Court of California, County of Los Angeles / Cause No. 24VESC00256 / [REMOTE TESTIMONY - MARCH 2024](#)
- Specialty Exotics, LLC v. Donald L. Clark D/B/A Don's Wrecker Service / Collin County District Court 219th Judicial District - Collin County, Texas / Cause No. 219-03481-2023 / [LIVE TESTIMONY – SEPT 2024](#)
- Chris Batscha v. Atlas Van Lines, Inc. and Stefan Litke / U.S. District Court Eastern District, Sherman Division - Sherman, Texas / Cause No. 4:23-CV-00509-SDJ-AGD
- Earvin Larry v. Philip Triplett / Hopkins County JP Court Pct 2 - Hopkins County, Texas / Cause # 24sc0031
- Sean Kirkman vs. Michael Izzo / Superior Court JD of New Haven - New Haven, CT / Docket # NNH-CV-23-36131348-S / [REMOTE DEPOSITION – JAN 2025](#)
- Dominic Laurent S'Chevalier vs. Gevin Dushi and Gentian Dushi / Superior Court J.D. of Litchfield at Torrington - Torrington, CT / Cause No. LLI-CV23-6034881-S / [REMOTE DEPOSITION – FEB 2025](#)
- Slaughter, David V. Degiacomo, Brooke Lisa ET AL. / Superior Court - New London, Connecticut / Cause No. KNL-CV23-6063355-S / [LIVE TESTIMONY - MARCH 2025](#)
- Jiguang Shi v. US Star Trucking LLC / Texas Superior Court 493rd District Court / Collin County, Texas / Cause No. 493-05585-2024
- Patricia Wilber v. Patrick Pascale / Superior Court J.D. of New Haven at New Haven, Connecticut / Docket No. NNH-CV23-6137560-S
- Benjamin Mercado v. Alina Naheed / J.D. of Hartford, Connecticut / Docket No. HHD-CV-24-6184400-S / [REMOTE TESTIMONY - MAY 2025](#)



**From:** Sarrubbo, Amy M  
**Sent:** Wednesday, May 22, 2024 8:33 PM  
**To:** Brandon Gillespy  
**Subject:** RE: Claim Nbr: I9Q1036 - Consumers County Mutual

Hi,  
 We issued out the entire settlement to the lienholder on 5/20, thank you

I9Q1036 | 001 | BRANDON GILLESPY | BRANDON GILLESPY | 5/5/2024

**Payment Details** ?

Check Number: <b>883H-0033136324</b>	Total Amount: <b>\$42,804.95</b>	Status: <b>ISSUED</b>
Input AFO: <b>611</b>	Original Issue Date: <b>05/20/2024</b>	IRS: <b>No</b>
Attachment: <b>No</b>	To An Attorney: <b>No</b>	Non Registered: <b>No</b>
TIN or SSN:	Panel Attorney Hours Paid: <b>0</b>	Subrogation Anticipated: <b>No</b>
		Bank Status: <b>AWAITING RESPONSE</b>

Summary ?

Coverage	Kind	Amount	Expense/Subro Description	From
COLL Collision		\$42,804.95		

Explanation:  
**PLEASE SEND TITLE TO 60 LAKEFRONT BLVD BUFFALO NY 14202**

Memo:  
**TOTAL LOSS- VIN: 1GKI GILLESPY**

Payee Information

Name:  
**CHASE AUTO**

Mailing Information

Name:  
**CHASE AUTO- INSUR**

Amy Sarrubbo | Claim Professional | Total Loss  
Travelers  
60 Lakefront Blvd |  
Buffalo, NY 14202  
Work: 716.849.8075  
Fax: 877.749.0037

**TRAVELERS**



If you do not hear from me within 24 hours, please do not hesitate to e-mail my manager, Dan Libutti  
[dlibutti@travelers.com](mailto:dlibutti@travelers.com)

To upload documents to your claim, please use this link: [Claim Upload Center](#)

From: Brandon Gillespy  
Sent: Wednesday, May 22, 2024 6:01 PM  
To: Sarrubbo, Amy M  
Subject: [External] FW: Claim Nbr: I9Q1036 - Consumers County Mutual

Hi Amy,

Can you let me know the status of my claim and the loan pay off?

Thank you,

Brandon Gillespy/Body Shop Manager  
Park Place Bodywerks/5120 Peeler St/Dallas,TX75235  
214-443-8231



The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited.

From: Perera, Jon E <[JPERERA@travelers.com](mailto:JPERERA@travelers.com)>  
Sent: Wednesday, May 8, 2024 11:55 AM  
To: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>  
Subject: RE: Claim Nbr: I9Q1036 - Consumers County Mutual

**CAUTION: This email originated from outside of Asbury. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Brandon here's your total loss adjusters information:

[ASARRUBB@travelers.com](mailto:ASARRUBB@travelers.com)  
Amy Sarrubbo 716-849-8075 EST time zone

From: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>  
Sent: Wednesday, May 8, 2024 11:41 AM  
To: Perera, Jon E <[JPERERA@travelers.com](mailto:JPERERA@travelers.com)>  
Subject: [External] RE: Claim Nbr: I9Q1036 - Consumers County Mutual

Chase Auto acct#12311915384116

Brandon Gillespy/Body Shop Manager  
Park Place Bodywerks/6120 Peeler St/Dallas,TX75235  
214-443-8231



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From: Perera, Jon E <[JPERERA@travelers.com](mailto:JPERERA@travelers.com)>  
Sent: Wednesday, May 8, 2024 11:33 AM  
To: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>  
Subject: RE: Claim Nbr: I9Q1036 - Consumers County Mutual

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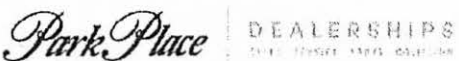
Hi Brandon tried reaching you at the shop and on your cell and couldn't get through. Do you have the title for your Denali?

From: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>  
Sent: Wednesday, May 8, 2024 11:16 AM  
To: Perera, Jon E <[JPERERA@travelers.com](mailto:JPERERA@travelers.com)>  
Subject: [External] RE: Claim Nbr: I9Q1036 - Consumers County Mutual

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Good to go. What is the next step?

Brandon Gillespy/Body Shop Manager  
Park Place Bodywerks/6120 Peeler St/Dallas,TX75235  
214-443-8231



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From: Perera, Jon E <[JPERERA@travelers.com](mailto:JPERERA@travelers.com)>  
Sent: Wednesday, May 8, 2024 10:15 AM

To: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>  
Subject: Claim Nbr: I9Q1036 - Consumers County Mutual

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Good morning Brandon - wanted to send this to you before I am on the road for a bit let me know your thoughts thank you .

Jon Perera | Auto Appraiser | Claim Services  
Travelers  
PO Box 650293  
Dallas, TX 75265  
Cell: 469.525.6896  
Fax : 800.901.3128

If further assistance is required please contact my manager [mpadill2@travelers.com](mailto:mpadill2@travelers.com)

**TRAVELERS**



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**From:** Brandon Gillespy <bgillespy@parkplace.com>  
**Sent:** Wednesday, May 22, 2024 9:02 PM  
**To:** Sarrubbo, Amy M  
**Subject:** [External] Re: Claim Nbr: I9Q1036 - Consumers County Mutual

Thank you!

Brandon Gillespy via iPhone

Brandon Gillespy/Body Shop Manager  
Park Place Bodywerks/6120 Peeler St/Dallas,TX75235  
214-443-8231



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On May 22, 2024, at 8:33 PM, Sarrubbo, Amy M wrote:

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Hi,  
We issued out the entire settlement to the lienholder on 5/20, thank you  
Amy Sarrubbo | Claim Professional | Total Loss  
Travelers  
60 Lakefront Blvd |  
Buffalo, NY 14202  
Work: 716.849.8075  
Fax: 877.749.0037

If you do not hear from me within 24 hours, please do not hesitate to e-mail my manager, Dan Libutti

[dlibutti@travelers.com](mailto:dlibutti@travelers.com)

To upload documents to your claim, please use this link: [Claim Upload Center](#)

From: Brandon Gillespy

Sent: Wednesday, May 22, 2024 6:01 PM

To: Sarrubbo, Amy M

Subject: [External] FW: Claim Nbr: I9Q1036 - Consumers County Mutual

Hi Amy,

Can you let me know the status of my claim and the loan pay off?

Thank you,

Brandon Gillespy/Body Shop Manager

Park Place Bodywerks/6120 Peeler St/Dallas,TX75235

214-443-8231

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From: Perera, Jon E <[JPERERA@travelers.com](mailto:JPERERA@travelers.com)>

Sent: Wednesday, May 8, 2024 11:55 AM

To: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>

Subject: RE: Claim Nbr: I9Q1036 - Consumers County Mutual

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Hi Brandon here's your total loss adjusters information:

[ASARRUBB@travelers.com](mailto:ASARRUBB@travelers.com)

Amy Sarrubbo 716-849-8075 EST time zone

From: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>

Sent: Wednesday, May 8, 2024 11:41 AM

To: Perera, Jon E <[JPERERA@travelers.com](mailto:JPERERA@travelers.com)>

Subject: [External] RE: Claim Nbr: I9Q1036 - Consumers County Mutual

Chase Auto acct#12311915384116

Brandon Gillespy/Body Shop Manager

Park Place Bodywerks/6120 Peeler St/Dallas,TX75235

214-443-8231

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Sent: Wednesday, May 8, 2024 11:33 AM

To: Brandon Gillespy <[bgillespy@parkplace.com](mailto:bgillespy@parkplace.com)>

Subject: RE: Claim Nbr: I9Q1036 - Consumers County Mutual

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**Brandon Gillespy/Body Shop Manager**  
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**Jon Perera | Auto Appraiser | Claim Services**  
Travelers  
PO Box 650293  
Dallas, TX 75265  
Cell: 469.525.6896  
Fax : 800.901.3128

If further assistance is required please contact my manager [mpadill2@travelers.com](mailto:mpadill2@travelers.com)

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