

March 30, 2021

10 DAY DEMAND

Via C.M.R.R. 7016 0910 0001 3025 3855

Via email: aibarra@geico.com

Via email isalvage@geicomail.com

Mr. Alexander Ibarra
GEICO Insurance
4201 Spring Valley Road
Dallas, Texas 75244

Re: Claim Number [REDACTED]

Dear Mr. Ibarra,

As you are aware our client's 2014 Cadillac CTS has been returned to its pre-loss condition from the December 2, 2020 loss. After many emails and phone calls, GEICO has failed to satisfy the liability due to Scott's Collision Repair for \$13,134.86 after the \$501.00 deductible to return the 2014 Cadillac CTS to its pre-loss condition. We are placing GEICO on notice they have 10 days to issue payment to satisfy the \$13,134.86 due Scott's Collision Repair, see attached Exhibit A Scott's Collision Repair Final Invoice ID 2305.

GEICO continues to refuse payment of the \$13,134.86 cost of the repair of Mr. & Mrs. [REDACTED]'s 2014 Cadillac CTS, even after the Actual Cash Value was defined as \$19,500.00, see attached Exhibit B [REDACTED] Agreement Letter defining the Actual Cash Value. As noted below, GEICO's limit of liability for loss will be the lesser of the Actual Cash Value or amount necessary to repair or replace the property with other of like kind and quality.

The following provisions are included in the GEICO policy covering this loss:

"APPRAISAL:

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 appraiser. The two appraisers will select an umpire. 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 umpire equally.

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

The limit of GEICO’s liability for this claim that is stated in the policy:

“LIMIT OF LIABILITY

1. Our limit of liability for loss will be the lesser of the:

- a. Actual cash value of the stolen or damaged property.
- b. Amount necessary to repair or replace the property with other of like kind and quality; or
- c. Amount stated in the Declarations of this policy.”

GEICO is contractually required to comply with the appraisal process and to pay the sum determined to be the lesser of the actual cash value of the damaged property or the amount necessary to repair the property. Mr. & Mrs. [REDACTED] invoked the appraisal clause for the determination of both values, see attached Exhibit C, [REDACTED] Carrier Repair or Replace Appraisal Notice.

Mr. & Mrs. [REDACTED] has appointed Vehicle Value Experts as their appraiser in compliance with the Appraisal Clause in his policy of insurance, see attached Exhibit D, [REDACTED] Vehicle Value Experts Appointment. You may have your appraiser contact Vehicle Value Experts at 409-200-2226 or you can have the appraiser contact me at the number set for above.

In the event, GEICO does not issue payment to Scott’s Collision Repair for the \$13,134.86 to satisfy said liability from the December 4, 2020 loss or appoint an appraiser to enter in the appraisal process for the determination of the amount of the loss in terms of the amount necessary to repair the insured vehicle within 30 days of the above-referenced date. If GEICO continues to refuse to abide by the terms of the policy of insurance, it sold to Mr. & Mrs. [REDACTED], we will promptly recommend Mr. & Mrs. [REDACTED] seek legal representation to pursue the claims they have under the policy of insurance that they purchased from GEICO. It is our position GEICO is acting in Bad Faith in their dealings with Mr. & Mrs. [REDACTED] pertaining to this claim. Any legal action Mr. & Mrs. [REDACTED] brings forth to protect their rights and satisfy the liability due to Scott’s Collision Repair will include claims for breach of contract, claims for violations of the Deceptive Trade Practices Act and the Texas Insurance Code, and common law claims for GEICO’s breach of its duty of good faith and fair dealing owed to Mr. & Mrs. [REDACTED]. In any legal action brought on behalf of Mr. & Mrs. [REDACTED], they will be seeking legal fees, actual damages, additional damages, and exemplary damages along with any available relief to which they are entitled to for their loss.

Thru Today regarding the above-referenced claim,

GEICO Insurance has acted in Bad Faith and exercised Unfair Settlement Practices as outlined in The Texas Insurance Code Title 5 Chapter 541, or better identified under 541.060. UNFAIR SETTLEMENT PRACTICES.

Sec. 542.060. Liability for Violation of Subchapter.

(a) If an insurer that is liable for a claim under an insurance policy is not in compliance with this subchapter, the insurer is liable to pay the holder of the policy or the beneficiary making the claim under the policy, in addition to the amount of the claim, interest on the amount of the claim at the rate of 18 percent a year as damages, together with reasonable attorney's fees.

In closing Mr. Ibarra, should GEICO elect to not satisfy the \$\$13,134.86 liability due to Scott's Collision Repair or participate in the appraisal process as required by its policy relating to the covered loss within the 30 Days of the above-referenced date. As I have previously stated, I will recommend to our client to seek judicial representation to pursue their claims against GEICO. Our mutual client is resolved to pursue all their rights and remedies under the policy of insurance that GEICO sold them. Time is of the essence in this sensitive matter.

Sincerely,



Robert L. McDorman
771 East Southlake Blvd.
Suite 208
Southlake, Texas 76092
Direct: (817) 756-5482
Toll Free: (800) 736-6816
fax: (866) 550-0484

Licensed Public Insurance Adjuster 2082754
National Insurance Producer Registry 17909912

cc;





Printed Date: 3/10/2021

Scott's Collision Repair

2260 NE Loop 286

Paris, TX 75460

(903) 785-2524, (903) 785-2523 (fax)

INVOICE

RO #: [REDACTED]

Est: Johnny Green

Work: Cell:	14 Cadillac CTS	GEICO
	Color:	Adjustor:
	Type: PC 2 Door Coupe	Phone:
	VIN: [REDACTED]	Claim #: [REDACTED]
	Prod Date: Plate: [REDACTED]	[REDACTED] Deductible: 0
	Odometer: 50000	Loss Type: Unknown
	Engine:	

P = Who Pays? (I = Insurance, C = Customer)

Qty	Type	Description	Part #	Amount	Sup #	Labor	Op	Labor Units	Paint Units	P
	Parts Existing	Frt Bumper Cover			1	Body	R&I	1.6		I
	Parts Existing	R Front Combination Lamp			1	Body	R&I	0.3		I
	Parts Existing	L Front Combination Lamp			1	Body	R&I	0.3		I
	Parts Existing	Hood Moulding			1	Body	R&I	0.3		I
	Parts Existing	R Hood Washer Nozzle			1	Body	R&I	0.4		I
	Parts Existing	L Hood Washer Nozzle			1	Body	R&I	0.2		I
	Parts Existing	Hood Panel			1	Body	Rpr	7.0		I
	Parts Existing	Hood Outside			1		Ref n		2.7	I
	Parts Existing	Hood Insulator				Body	R&I			I
	Parts New	prime and block hood			1		Repl		0.7	I
	Parts Existing	R Fender Panel			1	Body	Rpr	4.0		I
	Parts Existing	R Fender Outside			1		Ref n		1.7	I
	Parts Existing	L Fender Panel			1	Body	Rpr	3.0		I
	Parts Existing	L Fender Outside			1		Ref n		1.7	I
	Parts Existing	R Fender Panel Extension				Body	R&I			I
	Parts Existing	L Fender Panel Extension				Body	R&I			I
	Parts Existing	R Fender Liner			1	Body	R&I	0.4		I
	Parts Existing	L Fender Liner			1	Body	R&I	0.4		I
	Parts Existing	R Fender Grille			1	Body	R&I	0.2		I
	Parts Existing	L Fender Grille			1	Body	R&I	0.2		I
	Parts New	prime and block left fender			1		Repl		0.3	I
	Parts New	prime and block right fender			1		Repl		0.4	I
	Parts Existing	Communications Antenna	-M		1	Mech	R&I	0.5		I
	Sublet	Windshield			1	Glass	R&I	2.9		I
1	Parts New	W/Shield Adhesive	N.A.	50.00	1	Body	Repl			I
1	Parts New	R Cowl/Dash Seal	25900731	13.76	1	Body	Repl			I
1	Parts New	L Cowl/Dash Seal	25900732	13.76	1	Body	Repl			I

INVOICE

#22 3/10/2021 12:34 PM RO# [REDACTED]

Scott's Collision Repair

Page 1

EXHIBIT A

Qty	Type	Description	Part #	Amount	Sup #	Labor	Op	Labor Units	Paint Units	P
	Parts Existing	L Frt Door Outside			1		Blnd		0.9	I
	Parts Existing	R Frt Door Assembly			1	Body	R&I	1.0		I
	Parts Existing	L Frt Door Assembly			1	Body	R&I	1.0		I
	Parts Existing	R Frt Door Repair Panel			1	Body	Rpr	7.0		I
	Parts Existing	R Frt Door Outside			1		Ref n		1.7	I
	Parts Existing	R Frt Otr Door Belt Moulding			1	Body	R&I	0.4		I
	Parts Existing	L Frt Otr Door Belt Moulding			1	Body	R&I	0.4		I
	Parts Existing	R Frt Rear View Mirror			1	Body	R&I			I
	Parts Existing	L Frt Rear View Mirror			1	Body	R&I			I
	Parts Existing	R Frt Door Trim Panel			1	Body	R&I	0.4		I
	Parts Existing	L Frt Door Trim Panel			1	Body	R&I	0.4		I
	Parts Existing	R Frt Door Switch				Body	R&I			I
	Parts Existing	L Frt Door Switch				Body	R&I			I
	Parts Existing	R Frt Door Latch Striker			1	Body	R&I	0.2		I
	Parts Existing	L Frt Door Latch Striker			1	Body	R&I	0.2		I
	Parts New	PRIME AND BLOCK RIGHT DOOR			1		Repl		0.7	I
	Parts Existing	Roof Panel			1	Body	Rpr	11.5		I
	Parts Existing	Roof Panel Outside			1		Ref n		2.3	I
	Parts Existing	Roof Headliner			1	Body	R&I	4.5		I
	Parts New	PRIME AND BLOCK ROOF PANEL			1		Repl		1.5	I
1	Sublet	Back Window Glass	23339085	608.55	1	Glass	Repl	3.0		I
1	Parts New	Back Window Adhesive	N.A.	50.00	1	Glass	Repl			I
	Parts Existing	R Side Body Panel Assembly -S			1	Body	Rpr	7.0		I
	Parts Existing	R Side Body Panel Complete			1		Ref n		4.8	I
	Parts Existing	L Side Body Panel Assembly -S			1	Body	Rpr	6.0		I
	Parts Existing	L Side Body Panel Complete			1		Ref n		4.8	I
	Parts Existing	R Uprr Roof Garnish Moulding			1	Body	R&I	0.4		I
	Parts Existing	L Uprr Roof Garnish Moulding			1	Body	R&I	0.4		I
	Parts Existing	R Rocker Moulding			1	Body	R&I	0.5		I
	Parts Existing	L Rocker Moulding			1	Body	R&I	0.5		I
	Parts New	prime and block for rt qtr			1		Repl		0.6	I
	Parts New	prime and block for lft qtr			1		Repl		0.7	I
	Parts New	R Qtr Glass Stationary			1	Glass	Repl	1.8		I
	Parts New	L Qtr Glass Stationary			1	Glass	Repl	1.8		I
1	Parts Glass	Qtr Glass Adhesive	N.A.	50.00	1	Body	Repl			I
	Parts Existing	Luggage Lid Assy			1	Body	R&I	0.7		I

Qty	Type	Description	Part #	Amount	Sup #	Labor	Op	Labor Units	Paint Units	P
	Parts Existing	Luggage Lid Moulding			1	Body	R&I	0.2		I
	Parts Existing	Luggage Lid Panel			1	Body	Rpr	5.0		I
	Parts Existing	Luggage Lid Outside			1		Ref n		1.8	I
1	Parts New	Luggage Lid Adhesive Emblem	20903641	33.77	1	Body	Repl	0.2		I
1	Parts New	Luggage Lid Adhesive Emblem A	25840466	44.62	1	Body	Repl	0.2		I
1	Parts New	Luggage Lid Adhesive Nameplate	20850971	24.21	1	Body	Repl	0.2		I
	Parts New	prime and block deck lid			1		Repl		0.5	I
1	Parts New	Luggage Lid Adhesive Nameplate A	25841627	15.60	1	Body	Repl	0.2		I
	Parts Existing	R Rear Combination Lamp			1	Body	R&I	0.4		I
	Parts Existing	L Rear Combination Lamp			1	Body	R&I	0.4		I
	Parts Existing	High Mount Stop Lamp			1	Body	R&I	0.6		I
	Parts Existing	Rear Bumper Cover			1	Body	R&I			I
	Parts Existing	Rear Bumper Cover Assy			1	Body	Ovr h	2.4		I
	Parts Existing	Rear Bumper Cover A			1	Body	Rpr	6.0		I
	Parts Existing	Rear Bumper Cover B			1		Ref n		2.9	I
1	Parts New	REAR BUMPER PLASTIC REPAIR KIT		59.95	1	Body	Repl			I
1	Pnt/Mat	Paint/Materials		1,780.00			Addl			I
1	Haz Waste	Hazardous Waste Disposal		8.00			Addl			I
1	Parts Other	Painted Stripe		500.00	1		Addl			I
		Clear Coat					Addl		3.3	I
1	Parts New	RETURNED CHECK FEE GEICO	N.A.	5.00	1	Body	Repl			I
1	Pnt/Mat Tx	FLEX ADDITIVE / CHIP RESISTANCE	N.A.	12.00	1		Repl			I
	Parts New	COVER AND BAG CAR SECOND TIME			1		Repl		0.2	I
	Parts New	MASK DOOR OPENING AND TRUNK OPENING			1		Repl		0.9	I
		.3 PER OPENING								I
1	Parts New	Finish Sand & Buff		35.00	1	Body	Repl	10.2		I
		Allow .3 per refinish hour (30%) to FINS								I
1	Bdy/Sup Tx	RESTORE CORROSION PROTECTION		15.00	1	Body	Repl	0.5		I
	Parts Existing	MASK UNDER HOOD			1		Rpr		0.5	I
1	Pnt/Mat NT	COVER CAR		5.00	1	Body	Repl			I
1	Parts New	DE-NIB & FINESSE		8.00	1	Body	Repl	6.8		I
		De-nib & Finesse Procedure includes the								I
1	Parts New	POST-SCAN	N.A.	119.95	1	Mech	Repl	0.5		I
	Parts New	Disconnect/Reconnect Battery			1	Mech	Repl	0.2		I
	Parts New	geico eor \$3,818.83			1	Body	Repl			I
								Parts	1,063.62	
								Labor	9,951.10	
								Sublet	608.55	
								Additional Costs	1,780.00	
								SubTotal	13,403.27	
								Taxes	232.59	
								Grand Total	13,635.86	

Due from Insurance

Due from Customer

Printed Date: 3/10/2021

SubTotal	13,403.27	SubTotal	0.00
Tax	232.59	Tax	0.00
	-----		-----
Total	13,635.86	Total	0.00
		Total Amount	13,635.86

Sign: _____ Date: _____
PAYMENTS

Date	RO#	Last	F	Ins ID	Type	Amount	Balance	Received B	Credit Card	Number
1/20/2021	2305		R		Check	6,148.21	7,487.65	Norris, Sara		
2/4/2021	2305		R		Check	-6,148.21	13,635.86	Norris, David		
2/4/2021	2305		R		EFT	-5.00	13,640.86	Norris, David		
					Total:	-5.00				



Actual Cash Value Agreement

Date: 3/2/2021

Claim Number: [REDACTED]

Vehicle: 2014 Cadillac CTS

Vehicle Owner: [REDACTED]

Dear Robert,

We, the undersigned, pursuant to our appointment, do hereby certify that we have truly and conscientiously performed the duties assigned to us, agreeable to the foregoing stipulations, and have appraised and determined and do hereby award.

Actual Cash Value ONLY – \$19,500.00

This award does not include:

Prior Payments

Deductible (s)

Tax, Title, License Fees etc.

Please sign this Agreement letter and fax it back to us at 800-330-1333 or emails it to scaburbank@gmail.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Aleksanyan', written over a horizontal line.

Alex Aleksanyan

for SCA Appraisal Company

Date: 3/2/2021

A handwritten signature in black ink, appearing to read 'Robert McDorman', written over a horizontal line.

Robert McDorman

for Vehicle Value Experts

Date: 3.2.2021

EXHIBIT B



AutoClaimSpecialists.com

771 East Southlake Blvd. Suite 208 | Southlake, Texas 76092

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

Mr Alexander Ibarra
Geico Insurance
2280 N GREENVILLE AVE
Richardson, TX 75082-4412

January 26, 2021

Claim Number: [REDACTED]

Date of Loss: December 4, 2020

Loss Type: Comprehensive

Claim: Repair or Replace Loss Dispute

Filed Electronically

aibarra@geico.com

RE: 2014 Cadillac CTS Coupe 2D V6

51,416 Miles

Dear Mr Alexander Ibarra,

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 Loss Statement of my 2014 Cadillac CTS, and believe that in this instance Geico Insurance 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 thru the Appraisal Clause process and issue a Loss Statement for my 2014 Cadillac CTS in a challenge to the Geico Insurance loss type, repair or replace. I am invoking my policy right of appraisal to identify and define the Actual Cash Value for consideration of the loss type, repair or replace as defined in the Geico Insurance policy under Our Limits Of Liability for loss.

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

I respectfully request Geico Insurance take swift action on this sensitive matter without delay. The Loss Date was December 4, 2020.

Sincerely,

Auto Claim Specialists, LLC
Texas Department of Insurance Licensed

Public Insurance Adjuster Agency 2191725
National Insurance Producer Registry 18425739

EXHIBIT C

Mr Alexander Ibarra
Geico Insurance
2280 N GREENVILLE AVE
Richardson, TX 75082-4412

January 26, 2021
Claim Number: [REDACTED]
Date of Loss: December 4, 2020
Loss Type: Comprehensive
Claim: Repair or Replace Loss Dispute

Filed Electronically
aibarra@geico.com

RE: 2014 Cadillac CTS Coupe 2D V6
[REDACTED]
51,416 Miles

Dear Mr Alexander Ibarra,

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 Loss Statement of my 2014 Cadillac CTS, and believe that in this instance Geico Insurance 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 thru the Appraisal Clause process and issue a Loss Statement for my 2014 Cadillac CTS in a challenge to the Geico Insurance loss type, repair or replace. I am invoking my policy right of appraisal to identify and define the Actual Cash Value for consideration of the loss type, repair or replace as defined in the Geico Insurance policy under Our Limits Of Liability for loss.

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

I respectfully request Geico Insurance take swift action on this sensitive matter without delay. The Loss Date was December 4, 2020.

Sincerely,

Auto Claim Specialists, LLC
Texas Department of Insurance Licensed

Public Insurance Adjuster Agency 2191725
National Insurance Producer Registry 18425739



January 26, 2021

Mr Alexander Ibarra
Geico Insurance
2280 N GREENVILLE AVE
Richardson, TX 75082-4412

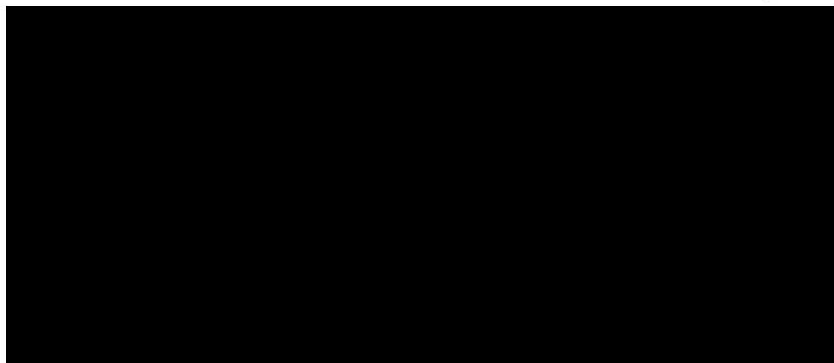
Claim Number: [REDACTED]
Date of Loss: December 4, 2020
Loss Type: Comprehensive
Claim: Repair or Replace Loss Dispute

RE: 2014 Cadillac CTS Coupe 2D V6
[REDACTED]
51,416 Miles

Dear Mr Alexander Ibarra,

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 thru the Appraisal Clause process.

Upon Geico Insurance employing their Independent 3rd Party Appraiser, they may reach Vehicle Value Experts at 409-200-2226. I respectfully request Geico Insurance take swift action on this sensitive matter without delay. The Loss Date was December 4, 2020.



Sincerely,

Robert L. McDorman
IACP Certified Auto Appraiser 99791144
Appraisal Clause Umpire / Mediator



1310 1st Street
Vidor, Texas 77662
409-200-2226

Appraisals@VehicleValueExperts.com
www.VehicleValueExperts.com

EXHIBIT D



January 26, 2021

Mr Alexander Ibarra
Geico Insurance
2280 N GREENVILLE AVE
Richardson, TX 75082-4412

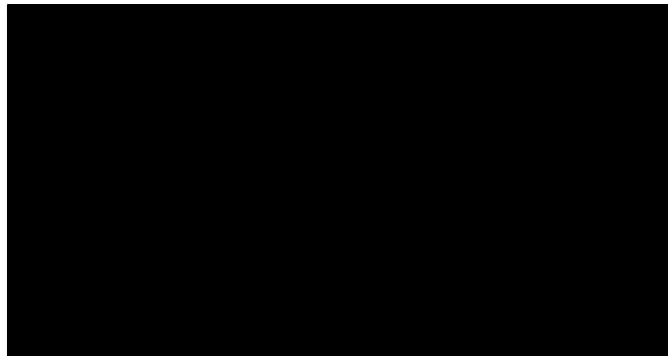
Claim Number: [REDACTED]
Date of Loss: December 4, 2020
Loss Type: Comprehensive
Claim: Repair or Replace Loss Dispute

RE: 2014 Cadillac CTS Coupe 2D V6
[REDACTED]
51,416 Miles

Dear Mr Alexander Ibarra,

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Upon Geico Insurance employing their Independent 3rd Party Appraiser, they may reach Vehicle Value Experts at 409-200-2226. I respectfully request Geico Insurance take swift action on this sensitive matter without delay. The Loss Date was December 4, 2020.



Sincerely,

Robert L. McDorman
IACP Certified Auto Appraiser 99791144
Appraisal Clause Umpire / Mediator



1310 1st Street
Vidor, Texas 77662
409-200-2226

Appraisals@VehicleValueExperts.com
www.VehicleValueExperts.com

EXHIBIT D