

CAUSE NO. 2017CI15803

SAN ANTONIO INDEPENDENT §
SCHOOL DISTRICT, §

IN THE DISTRICT COURT OF

Plaintiff, §

vs. §

BEXAR COUNTY, TEXAS §

LEXINGTON INSURANCE COMPANY, §
MCLARENS, INC., WILLIAM J. §
ADAMS, & FROST INSURANCE §
AGENCY, INC., §

Defendants. §

150TH JUDICIAL DISTRICT

ORDER GRANTING IN PART DEFENDANT LEXINGTON INSURANCE COMPANY'S MOTION TO STAY APPRAISAL PENDING REQUISITE NOTICE AND ADJUSTMENT OF ANY NEWLY RAISED LOSSES AND TO DISQUALIFY RICHARD GUERRA-PRATS AS PLAINTIFF'S APPRAISER

Defendant Lexington Insurance Company's ("Lexington") Motion to Stay Appraisal Pending Requisite Notice and Adjustment of Any Newly Raised Losses And To Disqualify Richard Guerra-Prats As Plaintiff's Appraiser ("Motion to Stay") is GRANTED IN PART as follows:

1. The insurance appraisal process is STAYED pending a further order from this Court.
2. No later than 90 days from the date of this order, Plaintiff San Antonio Independent School District ("SAISD") is ordered to provide Defendant Lexington with a fully executed sworn statement in proof of loss specifically identifying the following:
 - (a) all of the SAISD properties it is including in its claim as having sustained damaged in the April 12, 2016 hail event;
 - (b) a description of the damage components at each property it is including in its claim; and
 - (c) a detailed estimate setting forth the cost to repair the damage components at each of the properties included in (a) and (b) above.


3. If any additional properties or damage components not previously disclosed during this litigation prior to invocation of the appraisal process are included in the sworn statement in proof of loss, Defendant Lexington will have 180 days to investigate and adjust these additional properties and damage components. Upon completion of this work, Defendant Lexington will provide Plaintiff SAISD in writing with its coverage determination and claim measure for the entirety of the claim submitted by Plaintiff SAISD.

4. If no additional properties or damage components not previously disclosed during this litigation prior to invocation of the appraisal process are included in the sworn statement in proof of loss, but instead only a higher damages number is stated for the properties previously disclosed in this litigation, Defendant Lexington will have 30 days to investigate and adjust this higher damages measure. Upon completion of this work, Defendant Lexington will provide Plaintiff SAISD in writing with its coverage determination and claim measure for the entirety of the claim submitted by Plaintiff SAISD.

5. Upon receipt of Defendant Lexington's coverage determination and claim measure pursuant to either 3 or 4 above, Plaintiff SAISD, if it chooses to do so, has 30 days to ask the Court that the stay be lifted so that the appraisal process can move forward.

6. All other relief in Defendant Lexington's Motion to Stay is denied without prejudice to reasserting the issues after completion of the appraisal process.

ORDERED this 30th day of May, 2023.


HONORABLE JUDGE PRESIDING **David A. Canales**
Presiding Judge

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Approved as to Form: Richards P. Cedillo 5/30/2023
5/30/23