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THE CAVANAGH LAW FIRM
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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Benjamin Chew,

Plaintiff,

v.

Homesite Insurance Company,

Defendant.

Case No. 2:25-cv-00818-JTT

**DEFENDANT HOMESITE
INSURANCE COMPANY’S
RESPONSE TO MOTION TO
APPOINT UMPIRE**

Defendant Homesite Insurance Company (“Homesite”), responds to Plaintiff’s Motion to Appoint Umpire. Homesite is in agreement on the Court’s authority to appoint an umpire pursuant to A.R.S. § 12-1503, 9 U.S.C. § 5, and the terms and conditions of the applicable contract for insurance. However, Homesite asks that the Court reject the umpires proposed by Plaintiff, *which have previously been rejected by Homesite’s appraiser*, and instead appoint one of neutrals proposed below as umpire.

This matter arises out of a claim for property damage to Plaintiff’s property at 2437 S. Hummingbird Place, Chandler, Arizona. Homesite provided a homeowner’s policy to Benjamin Chew under policy no. 37539855.

The parties dispute the scope of the loss and whether the damages claimed by

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Plaintiff were caused by a covered cause of loss. Because there was a dispute as to the scope of the loss, the parties entered the appraisal process as provided by the Policy¹:

F. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the “residence premises” is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be 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 set the amount of loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

Both parties selected appraisers to evaluate the loss, but the appraisers were unable to come to an agreement as to the cost or scope of repairs. Having been unable to reach an agreement on the loss, the appraisers then exchanged lists of proposed umpires as provided for in the Policy. The appraisers could not agree to a proposed umpire, and this motion followed.

Homesite requests that the Court reject the umpires proposed by Plaintiff. As stated above, the appraisers exchanged lists of potential umpires, each of which was rejected by the other. The umpires listed in Plaintiff’s motion (Doc. 23) – Jim Ortenstone, David Brakefield, and Daniel Westfall – are the same umpires already proposed by Plaintiff’s appraiser and rejected by Homesite’s appraiser.

¹ The language of the appraisal provision as amended by endorsement – HA 01 02 AZ 11 19.

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1 The Policy requires that the appointed umpire must be “competent and impartial.”
2 Generally accepted insurance principles dictate that “an umpire selected to arbitrate a loss
3 should be disinterested, unprejudiced, honest and competent.” 6 Appelman, Insurance Law
4 and Practice § 3928, 554 (1972). Upon information and belief, Homesite and its appraiser
5 have concerns over the impartiality of Plaintiff’s proposed umpires.

6 Homesite’s appraiser presented the following as potential umpires, each of which
7 were rejected by Plaintiff’s appraiser:

- 8 1. Nicholas Anderson
9 Nick.Anderson@iasclaimsgroup.com
10 520-742-9786
(CV Attached as Exhibit 1)
- 11 2. Ruben Mireles
12 ruben@360bgc.com
13 760-457-6776
(CV Attached as Exhibit 2)
- 14 3. Adam Salene
15 As.adjusting@gmail.com
16 480-620-7560
- 17 4. Roy Hatch
18 roy@ecservices.us
602-971-8858
- 19 5. Jeff Guilbault
20 cmudad@q.com
586-630-8300

21 Homesite respectfully submits that these individuals better meet the requirements of
22 the Policy for a “competent and impartial” umpire and requests that the Court appoint one
23 of the following individuals in this matter.

24 However, as noted above, these proposed umpires have already been rejected by
25 Plaintiff’s appraiser, just as Plaintiff’s proposed umpires were rejected by Homesite’s
26

1 appraiser. To the extent that the Court is not inclined to select an umpire already rejected
2 by the other party, Homesite presents the following neutrals as alternative options to serve
3 as umpire in this matter, all of whom have experience being appointed as an umpire in a
4 property appraisal disputes:

- 5 1. Renee Gerstman
6 Gerstman Law
7 renee@gerstmanlaw.com
8 <https://www.gerstmanlaw.com/reneeegerstmancv>

9 Ms. Gerstman is an attorney and experienced neutral, serving as a Mediator/Arbitrator. Her
10 neutral practice focuses on arbitration and mediation of civil disputes, and as an attorney
11 she handles business, construction, real estate, contract, and corporate matters. She has
12 been previously appointed is an umpire in property appraisal disputes.

- 13 2. Paul McGoldrick
14 Shorall McGoldrick
15 paul@shorallmccgoldrick.com
16 <https://www.shorallmccgoldrick.com/attorneys/mccgoldrick>

17 Mr. McGoldrick is former Judge Pro Tempore, Maricopa County Superior Court, highly
18 experienced Mediator/Arbitrator, member of National Academy of Distinguished Neutrals.
19 Mr. McGoldrick has served as either mediator or arbitrator in over 3,500 cases, by court
20 appointment and at the selection of the respective parties. He is a member of the prestigious
21 National Academy of Distinguished Neutrals and for the last nine years (2017-2025) and
22 consistently is named in Super Lawyers' "Top 50 Arizona" list of attorneys statewide.
23 Phoenix Magazine recognized Paul as a Top Lawyer in 2022 and 2023 in the category of
24 Arbitration and Mediation. He has been appointed and is currently serving as an umpire in
25 at least three property appraisal disputes and has previously handled numerous property
26 appraisal disputes as an umpire.

3. Hon. Sally Duncan (Ret.)
ConvergentADR
<https://convergentadr.com/sally-duncan/>

After 18 years of resolving disputes as a Maricopa County Superior Court Judge, Judge Duncan transferred her skills to serving as a private Mediator/Arbitrator. Prior to her service on the bench, she practiced law at two international law firms and practiced at one of Arizona’s oldest and widely respected firms. Upon information and belief, she has been appointed as an umpire in property valuation disputes.

RESPECTFULLY SUBMITTED this 29th day of December, 2025.

THE CAVANAGH LAW FIRM, P.A.

By: s/Jordan R. Plitt
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Attorneys for Defendant Homesite Insurance
Company

CERTIFICATE OF SERVICE

I hereby certify that on December 29, 2025, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and electronic copy to the following party:

Douglas F. Dieker
DIEKER COPPLE, PLLC
14256 North Northsight Blvd., Suite 110
Scottsdale, Arizona 85260
douglas@diekercoppplaw.com
Attorney for Plaintiff

By s/L. Gilroy

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