

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

ELLEN STIMSON,)
 Plaintiff,)
))
 v.) Civil Action
) No. 2:23-CV-00581-wks
STATE FARM FIRE AND)
CASUALTY COMPANY,)
 Defendant.)

DEPOSITION OF
GINO J. RADOVIC

Taken on behalf of the Plaintiff on Monday,
February 23, 2026, at the offices of Bauer
Gravel Farnham, LLP, 401 Water Tower Circle,
Colchester, Vermont, commencing at 9:54 a.m.

APPEARANCES:

ON BEHALF OF THE PLAINTIFF:
THOMAS C. NUOVO, ESQUIRE
Bauer Gravel Farnham, LLP
401 Water Tower Circle, Ste. 101
Colchester, Vermont 05446
802.863.5538 | tnuovo@vtlawoffices.com

ON BEHALF OF THE DEFENDANT:
MICHAEL E. SATTI, ESQUIRE
Michael E. Satti, Attorney At Law, LLC
125 Eugene O'Neill Drive, Ste. 140
New London, Connecticut 06320
860.460.2767 | michael@satti-lawfirm.com

ALSO PRESENT (VIA VIDEOCONFERENCE):
ELLEN STIMSON; ELIZABETH HILLMON, ESQ.

Court Reporter: Darlene L. Falls, CRR, RMR

INDEX

GINO J. RADOVIC	PAGE
EXAMINATION BY MR. NUOVO:	4
EXAMINATION BY MR. SATTI:	260

E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
1	State Farm Insurance Policy	27
2	Declaration Pages and Homeowners Amendatory Endorsement VT	28
3	2026-01-28 Notice of Deposition	14
4	State Farm Policy Docs from Discovery	143
5	Payment Summary	232
6	Appraisal Demand	110
8	Coverage A Policy Owed- After Appraisal	245
10	Stimson Inventory - by Sabel Adjusters	196
11	Change Report - Coverage B	198
12	Full Change Report (Itemized)	199
14	Summary of Loss - 2/13/2024	188
15	Manzi Restoration Report	209
18	CPCU Canons	258
19	CPCU Rules and Code of Professional Ethics	255
20	Gino Depo Request Email	249
24	Claims Practices Fire- Appraisal	218

EXHIBIT	DESCRIPTION	PAGE
25	Defendant's Responses to Plaintiff's First Set of Interrogatories and Requests to Admit	143
*25	8 V.S.A. 3663. Minimum limitations on actions; void policy provisions	251
26	8 V.S.A. 4723. Unfair methods of competition or deceptive acts or practices prohibited	251
27	8 V.S.A. 4724. Unfair methods of competition or unfair or deceptive acts or practices defined	252

*(Exhibit No. 25 mistakenly numbered twice.)

* * *

S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED

by and between Counsel for the respective parties that this deposition is being taken in accordance with the Federal Rules of Civil Procedure; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the witness has reserved the right to read and sign the deposition transcript.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MONDAY, FEBRUARY 23, 2026

9:54 A.M.

GINO J. RADOVIC,
having first been duly sworn, was examined and
testified as follows:

MR. SATTI: We would like to read and
sign, and we can do that on an expedited basis
once we get the transcript to accommodate what we
need to do, Tom.

MR. NUOVO: Okay.

EXAMINATION

BY MR. NUOVO:

Q. So, just for the record, go ahead and state
your name.

A. Gino Radovic.

Q. Okay. And where do you currently work?

A. State Farm Insurance.

Q. Okay. And have you ever been deposed before?

A. A long time ago.

Q. A long time ago, okay. So I'll just take a
moment and go over some of the basic ground rules. I'm
sure your attorney has gone over some others with you,
but basically everything has to be oral. She can only
take down written words, so nods of the head which we

1 might use or um-hums and stuff like that she needs to
2 have an actual answer. So I usually say, you know,
3 anything in the dictionary.

4 The other thing is, you know, I'll try not to
5 talk over you. Vice versa, you just wait until I
6 finish my question, and I'll try to wait until you
7 finish your answer, because she has a difficult time
8 taking down both of us at the same time.

9 The other thing is that if you don't
10 understand a question, go ahead and ask me to repeat
11 it; or if you don't understand it and I need to
12 rephrase it, let me know, because otherwise, I'm going
13 to assume that if I asked you a question and you
14 answered it, you understood the question I asked.

15 Are there any questions about what I've
16 instructed so far?

17 A. No.

18 Q. Okay. And did you understand them all?

19 A. Yes.

20 Q. Okay, perfect so far. All right. So tell me
21 where you currently reside.

22 A. Ballston Spa, New York.

23 Q. Okay. And how long have you lived there?

24 A. Five -- five months.

25 Q. Okay. And where did you live before --

1 A. Six months, sorry.

2 Q. Six months. Where did you live before that?

3 A. Gansevoort.

4 Q. So you sold the home in Gansevoort and moved
5 down to Ballston Spa?

6 A. Correct.

7 Q. Okay. And how long have you worked for State
8 Farm?

9 A. 33 years.

10 Q. 33 years. So when did you start working for
11 them?

12 A. July of 1992.

13 Q. Okay. And what did you do before working for
14 State Farm?

15 A. A student.

16 Q. A student. And where -- did you go to
17 college?

18 A. Yes.

19 Q. Okay. And where did you go to college?

20 A. New York Institute of Technology.

21 Q. Okay. And what year did you graduate?

22 A. January '91.

23 Q. Okay. And then this was basically your first
24 real job, I would take it?

25 A. Essentially, yes.

1 Q. Okay. Did you have any other jobs before
2 that?

3 A. Yeah, I worked through college and high
4 school.

5 Q. Okay. And any involving construction or
6 anything else like that?

7 A. No.

8 Q. Okay. Do you have any construction
9 experience?

10 A. Yes.

11 Q. Okay. What kind of construction experience
12 do you have?

13 A. Homeownership projects from one end of the
14 spectrum to the other, but nothing -- nothing formal.

15 Q. Okay. So repair the toilet, you know how to
16 do that, or something like that type of thing?

17 A. Yes.

18 Q. Okay. And do you have any formal training in
19 construction techniques or anything else like that?

20 A. Formal, no.

21 Q. And do you have any training in what codes
22 are in Vermont?

23 A. Training?

24 Q. Yeah.

25 A. No.

1 Q. Okay. And what kind of licenses do you hold?

2 A. Insurance licenses for a number of states in
3 the northeast and others.

4 Q. Okay. And do you hold any certifications of
5 any sort?

6 A. I am a CPCU designate --

7 Q. And what --

8 A. -- and an AIC designation.

9 Q. Okay. And just, so for the record, could you
10 state what those are?

11 A. Associate in Claims is AIC.

12 Q. Yup.

13 A. CPCU, Chartered Professional
14 Underwriters -- Chartered Professionals -- yeah, I'm
15 not -- something Underwriter. I forget what the
16 acronym stands for.

17 Q. That's fine. And when did you get each of
18 those designations?

19 A. Oh, boy, it's been a number of years. I
20 don't remember the actual year.

21 Q. And do you have to do anything to maintain
22 those?

23 A. Yes.

24 Q. What do you do have to do?

25 A. You have to maintain a certain number of

1 hours in coursework.

2 Q. Okay. Any other certifications or training
3 that you have?

4 A. Just years earlier from doing Special
5 Investigative Unit work.

6 Q. What do you mean, Special Investigative Unit
7 work?

8 A. Investigating insurance fraud.

9 Q. Okay. So why don't we start here then. You
10 started working for State Farm in 1992; is that
11 correct?

12 A. Yes.

13 Q. So why don't you just give me a brief
14 overview of what positions you've held and go from
15 there.

16 A. Sure. The first three years generally
17 working oil claims, first party coverages.

18 Q. Yup.

19 A. Started, one of the first members of a team
20 that handled New York City thefts.

21 Q. Okay.

22 A. And then the following ten years, I spent in
23 SIU, investigating insurance fraud --

24 Q. Okay.

25 A. -- in the Metro New York area.

1 Q. Okay.

2 A. So I would say nine of those ten years I was
3 a claim rep and one in management, approximately one
4 year I was in management at that time. And then we
5 moved up to the Ballston Spa/Saratoga area, and I spent
6 the last twenty years working in homeowners as a
7 manager.

8 Q. Okay. So in your role, you've always been
9 working as a manager in the claim -- in the homeowners
10 area?

11 A. Yes.

12 Q. Okay. And what does your job entail then?

13 A. I oversee a team of adjusters that handle
14 homeowner claims in the -- at this, right now, in all
15 of New York state. Well, in Upstate New York, I'm
16 sorry.

17 Q. Okay. And does that include Vermont as well?

18 A. Not at the moment.

19 Q. Okay. When did you stop doing things in
20 Vermont?

21 A. I would have to -- probably -- probably a
22 couple years now. There's been some readjustments with
23 territories throughout. You know, the last twenty
24 years there's always been come modifications based on
25 staffing and such, so.

1 Q. Okay. When -- and maybe I asked it, but when
2 did you stop overseeing Vermont?

3 A. It's probably been a couple years now.

4 Q. Okay. But in 2022, when this fire occurred,
5 you were managing this claim?

6 A. Correct.

7 Q. Okay. And are you still the supervisor on
8 this claim?

9 MR. SATTI: Objection to the form of the
10 answer.

11 Q. You can answer. He's just objecting to the
12 form.

13 MR. SATTI: Which is what I said.

14 MR. NUOVO: Yeah, I know. But he's
15 looking at you to --

16 A. I'm sorry.

17 Q. Yeah, yeah.

18 A. Yes.

19 Q. Okay. So, just so you understand, he can
20 object to the form of my questions that I ask.

21 A. Um-hum.

22 Q. And -- and then you can answer them. It's
23 just to preserve things later on.

24 A. Okay.

25 Q. Obviously, he can obviously instruct you, if

1 necessary, not to answer questions, but that will be a
2 different situation.

3 So I'm sorry, I misheard the answer. Can you
4 answer that last question for me, again?

5 A. Can you repeat the question?

6 Q. Yeah.

7 MR. NUOVO: Thanks, Darlene.

8 THE REPORTER: "Q. And are you still the
9 supervisor on this claim?"

10 A. Yes.

11 Q. Okay. And do you supervise any other claims
12 in Vermont?

13 A. At the moment, no.

14 Q. Okay. Why are you the supervisor on this
15 claim still?

16 A. Because it's still part of our inventory.

17 Q. For the New York --

18 A. No. We handle any claims from beginning to
19 end, and this is the remaining claim in Vermont that
20 we're still handling.

21 Q. Okay. So who's the supervisor of Vermont
22 now?

23 A. That's a good question. I'm not sure.

24 Q. Okay. And so Gary technically now works
25 under this new supervisor for Vermont as opposed to

1 you --

2 A. No, he works under me.

3 Q. -- or does he still work under you?

4 Does he do Vermont claims now still?

5 A. No.

6 Q. So Gary no longer does Vermont claims

7 either?

8 A. No.

9 Q. Gotcha. That would be a "yes," he no longer
10 does Vermont claims?

11 A. Yes, he no longer does Vermont claims.

12 Q. Okay.

13 MR. SATTI: Except for this one.

14 A. Except for this one.

15 Q. All right. So he's still assigned to this
16 claim as well?

17 A. Yes.

18 Q. Are there any other adjusters assigned to
19 this claim?

20 A. No.

21 Q. Who else is responsible for this claim?

22 A. Myself, Gary, and our counsel.

23 Q. Okay. Is there anybody supervising the claim
24 over you?

25 A. No.

1 Q. Okay. So you don't have to check in with
2 anybody else to work on this claim?

3 A. It's being handled by our counsel.

4 Q. Okay. What did you do to prepare for today?

5 A. Refamiliarize myself with the claim file.

6 Q. And what kind of things did you review?

7 A. File notes.

8 Q. Okay.

9 A. Some documents.

10 Q. All right. Did you get a copy of -- I'm
11 going to show you what's been marked as Exhibit No. 3.
12 I show you what's been marked as Exhibit No. 3.

13 A. Um-hum.

14 Q. You probably wouldn't have seen the first
15 page that's on there, but have you seen this document
16 before?

17 A. I don't believe so.

18 Q. Okay. You understand that you've been
19 designated as the individual to -- individual
20 representative for State Farm to give information about
21 this claim and other issues that are requested in this
22 Notice of Deposition?

23 A. Yes.

24 Q. But you've never seen or read this deposition
25 notice?

1 A. I don't recall.

2 Q. Okay. What other documents did you look at
3 before coming here?

4 MR. SATTI: Just don't discuss any
5 documents you discussed with me in the training
6 room.

7 Q. Well, you can tell me what documents you
8 reviewed. I don't want to know what you discussed with
9 him.

10 MR. SATTI: I just want to make sure he
11 didn't inadvertently do that.

12 MR. NUOVO: Yup.

13 A. Just letters in the claim file.

14 Q. Just letters?

15 A. (Indicating)

16 Q. What letters did you review?

17 A. Communications that we provided to the
18 policyholder and her representative.

19 Q. Okay. What letters do you recall that you
20 reviewed?

21 A. Settlement letters, partial denial letters
22 for what was not covered, copies of the estimates that
23 were exchanged.

24 Q. Okay. Do you know whether you ever sent her
25 a copy of the -- of the estimate that was done of the

1 property originally by Mr. Orr?

2 A. I'm sorry, repeat that question?

3 Q. So you understand that after the house, the
4 damage to the house, you --

5 A. Yes.

6 Q. -- you hired Mr. Orr to go through and do an
7 estimate of what it cost to fix?

8 A. Yes.

9 Q. Okay. And did you ever send a copy of that
10 to Ms. Stimson?

11 A. That estimate was provided to State Farm, and
12 we took that estimate and made adjustments based on
13 what we felt was needed to be changed, and the final
14 copy did go to Ms. Stimson's --

15 Q. And do you have --

16 -- representative.

17 Q. Did you ever send a copy to Ms. Stimson?

18 A. No. We were working through her public
19 adjuster.

20 Q. Okay. So do you have documentation that you
21 actually sent it to him?

22 A. A copy of the State Farm estimate to her
23 public adjuster?

24 Q. Yes.

25 A. I would imagine the file reflects that.

1 Q. So are you aware that your attorney sent to
2 me, as part of the discovery here, a pdf that's about
3 10,000 -- a little over 10,000 pages long?

4 MR. SATTI: You can't answer that,
5 because that would require him to -- the answer
6 would require him to disclose a communication that
7 he's had with us.

8 Q. Well, do you know whether or not you produced
9 a claims file that's over 10,000 pages long?

10 A. As part of the discovery?

11 Q. Yes.

12 A. I don't know how many pages it was.

13 Q. Have you seen an electronic file of the
14 claims file?

15 A. Yes.

16 Q. Okay.

17 A. I'm not familiar with how many pages are in
18 it.

19 Q. Okay. And are you familiar -- so you don't
20 know what documents were actually given to us?

21 A. As -- no, our counsel handles that.

22 Q. Okay. So did you provide him -- well, did
23 you provide for us today documents regarding the
24 responsibilities and obligations that you have to the
25 customers?

1 A. Again, counsel provided you with those
2 documents.

3 Q. Well, okay, so you're here as the
4 representative.

5 A. Right.

6 Q. Okay? And there's a schedule of documents
7 that was supposed to be produced. You personally have
8 not come here with any documents; is that correct?

9 A. Correct.

10 Q. Okay.

11 MR. SATTI: They were produced to you by
12 counsel.

13 MR. NUOVO: Excuse me, I can ask --

14 MR. SATTI: He's not required to be here
15 with documents. Did you subpoena him to bring
16 documents?

17 MR. NUOVO: I noticed him in the
18 deposition --

19 MR. SATTI: Did you subpoena him --

20 MR. NUOVO: He is a party, and so you can
21 either stop asking -- interrupting --

22 MR. SATTI: I'm not -- I'm only making
23 the record clear.

24 MR. NUOVO: You are. You are
25 interrupting. You are allowed to object, and

1 that's it. I get to ask him my questions. If --

2 MR. SATTI: I'm making the record clear.

3 MR. NUOVO: No.

4 MR. SATTI: You can proceed.

5 MR. NUOVO: You understand he was noticed
6 for the deposition.

7 MR. SATTI: You can proceed.

8 MR. NUOVO: And he is the person you
9 designated to be here. These documents were
10 supposed to be provided to us.

11 MR. SATTI: You asked whether he
12 physically produced 10,000 pages of --

13 MR. NUOVO: I can ask the question, and
14 your only response here can be as an objection to
15 my question, and that's it.

16 Q. BY MR. NUOVO: So, my question to you is:
17 Did you see this list and make sure that all these
18 documents --

19 MR. SATTI: He doesn't know what you're
20 referring to.

21 MR. NUOVO: Excuse me, I am --

22 MR. SATTI: You're looking at a notebook.

23 MR. NUOVO: -- I am looking at Exhibit 3,
24 which he has.

25 MR. SATTI: Identify for the record

1 what page you're identifying now.

2 MR. NUOVO: You know what, I have no
3 problem calling Judge Sessions and -- and going
4 through.

5 MR. SATTI: You can --

6 MR. NUOVO: If you're going to continue
7 this line of interruption --

8 MR. SATTI: You can do whatever you want
9 to do.

10 MR. NUOVO: No, excuse me -- yeah, we
11 will.

12 MR. SATTI: It's your time.

13 MR. NUOVO: No, it's not.

14 MR. SATTI: You've got seven hours.

15 MR. NUOVO: And I've got seven hours
16 without your interruptions, okay? So if you
17 continue to interrupt, I'm going to delete
18 those -- that time from this document -- from this
19 deposition, and we'll just continue.

20 MR. SATTI: I want there to be a clear
21 record.

22 MR. NUOVO: You'll have your chance to
23 ask whatever questions you want.

24 Q. BY MR. NUOVO: You're looking at Exhibit 3?

25 A. Yes.

1 Q. Okay. So you see on page 3, there's a
2 Schedule of Documents that you're to provide?

3 A. Yes.

4 Q. Do you know whether or not you provided these
5 documents?

6 A. Counsel for State Farm provided these
7 documents.

8 Q. Okay. Are you sure that State Farm counsel
9 provided these documents?

10 MR. SATTI: Don't answer that question.

11 MR. NUOVO: Okay, you're instructing him
12 not to answer?

13 MR. SATTI: I'm instructing him --

14 MR. NUOVO: Good.

15 MR. SATTI: -- that he would have to tell
16 you based upon information he received from
17 counsel as to whether we've done that. If you
18 want me to --

19 MR. NUOVO: So hang on, hang on.

20 MR. SATTI: I haven't finished --

21 MR. NUOVO: No, no, no, no.

22 MR. SATTI: -- I haven't finished yet.

23 MR. NUOVO: Okay. I'm going to stop the
24 timing here, just one second.

25 MR. SATTI: Do whatever you want.

1 MR. NUOVO: Yup.

2 MR. SATTI: You asked him for a question
3 that requires him to give a communication he's had
4 with me and Attorney Hillmon. He's not going to
5 do that.

6 MR. NUOVO: That is not correct.

7 MR. SATTI: I'm done.

8 MR. NUOVO: No, he is required to tell me
9 any documents that were sent to me, okay? If he
10 knows -- facts are not things that are objections.
11 The fact that you sent me documents, if you copied
12 him on that and told him you were sending me those
13 documents, that is a fact. That is not something
14 you get an objection.

15 MR. SATTI: You're not entitled to ask
16 him about documents that we copied him on --

17 MR. NUOVO: I am.

18 MR. SATTI: -- that we sent to you.

19 MR. NUOVO: You -- I am absolutely able
20 to ask him about documents.

21 MR. SATTI: So the record is clear, we do
22 not copy a 30(b)(6) representative, nor did we
23 copy this witness before you today, on any
24 communications with opposing counsel, which would
25 be your firm.

1 MR. NUOVO: Okay.

2 Q. BY MR. NUOVO: So you don't know what
3 documents were sent to me?

4 A. No.

5 Q. Perfect. So you don't know whether or not
6 all the documents and duties and responsibilities and
7 obligations to customers that were in place in 2022
8 were sent to me?

9 A. Can -- excuse me?

10 Q. Sure. Look at number 2 on page number 3.
11 The second statement there says, "Documents regarding
12 Deponent's duties, responsibilities and/or obligations
13 to customers, including 2022." Do you see that?

14 A. I do.

15 Q. Okay. Do you know whether all those
16 documents were sent to me?

17 A. I was not copied on any of that
18 communication.

19 Q. Okay. The next one says, "Documents
20 regarding Deponent's manuals or instructions to
21 employees of employee duties, responsibilities and/or
22 obligations owed to customers." Do you know whether
23 those documents were sent to me?

24 A. Again, our counsel handled those matters, and
25 I was not copied on those.

1 Q. So you don't know what documents were sent to
2 me?

3 A. I was not copied on those documents.

4 Q. Okay. So documents regarding manuals -- I'm
5 sorry, the complete customer file, including all
6 documents related to Stimson, you don't know whether
7 those were sent to me?

8 A. I was not part of those communications.

9 Q. Okay. Was there anyone at State Farm who was
10 part of those communications who prepared and gathered
11 the documents at State Farm?

12 MR. SATTI: To the extent it requires
13 communications with counsel --

14 MR. NUOVO: I'm not asking him that.
15 Will you let me finish --

16 MR. SATTI: I heard it --

17 MR. NUOVO: -- let me finish the
18 question.

19 MR. SATTI: You had finished.

20 MR. NUOVO: I did not finish the
21 question.

22 MR. SATTI: I apologize. Go ahead and
23 finish.

24 Q. MR. NUOVO: Okay. My question to you was:
25 Do you know who at State Farm gathered the documents

1 together that were going to be sent to us?

2 A. I don't personally know who they are.

3 Q. Okay. It was not you?

4 A. No.

5 Q. Okay. Are you familiar with all the
6 documents related to employees -- an employee's duties
7 and responsibilities and/or obligations owed to
8 customers?

9 A. Yes.

10 Q. Okay. And so how are they kept; what are the
11 documents?

12 A. How are the documents kept?

13 Q. Yup. What kind of documents does State Farm
14 have in relaying its obligations to its employees?

15 A. There's a Commitment to Our Policyholders.

16 Q. Okay. What else?

17 A. Operation Guides.

18 Q. Okay. And are there -- what are the
19 Operation Guides?

20 A. They're basically guidelines on our claim
21 handling.

22 Q. Okay. And are those generally public that
23 the customers can get copies of?

24 A. They're internal.

25 Q. They're internal, okay. So you don't publish

1 them anywhere?

2 A. Not that I'm aware of.

3 Q. Do you know which obligation -- Operation
4 Guides would relate to this claim?

5 A. Probably a number of different ones.

6 Q. Okay. Can you recite them?

7 A. No.

8 Q. Okay. Do they have numbers? How are they
9 organized?

10 A. They're organized by number.

11 Q. Okay. And are the numbers organized into
12 categories for fire claims?

13 A. Yes.

14 Q. And are they --

15 A. Some of them.

16 Q. Some of them? And they're addressed to each
17 of the policies?

18 A. Some of them are.

19 Q. Okay. Are there different ones for different
20 types of policies?

21 A. Correct.

22 Q. Okay. And are there -- what type of policy
23 is this?

24 A. It's a homeowners policy.

25 Q. Okay. And what kind of homeowners policy?

1 A. A homeowners policy.

2 Q. Okay. Well, isn't there a different
3 homeowners policy in each state?

4 A. Every state has its own homeowners policy.
5 This is a Vermont homeowners policy.

6 Q. And aren't there different levels or
7 different types of homeowners policies even in the
8 state of Vermont that you issue?

9 A. I'm not sure what you're asking.

10 Q. Well, I mean, is there only one homeowners
11 policy that you issue in Vermont?

12 A. For a homeowners? Yes. There's
13 rental -- rental dwelling policies; there are condo
14 policies, and there's homeowners policies.

15 Q. There are different -- okay. So then the
16 declaration page -- so there's only one homeowners
17 policy, so let's take it -- a second here.

18 So I show you what's been marked as Exhibit
19 No. 1. Do you recognize that?

20 A. I do.

21 Q. Okay. What is that?

22 A. It's a homeowners policy.

23 Q. Okay. And it's a homeowners policy for who?

24 A. Vermont.

25 Q. Okay. And would this be the policy -- is

1 this a true and accurate copy of the policy that was
2 issued to Ms. Stimson?

3 A. I don't see the Declarations page here, so
4 I'm not sure.

5 Q. Okay. I will get you that.

6 Showing you what's been marked as Exhibit No.
7 2. So I just want you to describe for me what Exhibit
8 No. 2 is.

9 A. It's a payment notice to the policyholder.

10 Q. Okay.

11 A. It's a Declarations page. A list of
12 endorsements.

13 Q. Okay. And is that a true and accurate copy
14 of the Declarations related to Ms. Stimson's insurance
15 policy?

16 A. Yes.

17 Q. Okay. So now, can you tell me whether or not
18 the -- Exhibit No. 1 is a true and accurate copy of the
19 homeowners policy issued to Ms. Stimson?

20 A. Yes.

21 Q. Okay. So have you -- are you familiar with
22 this policy?

23 A. Yes.

24 Q. Are you familiar with Vermont laws regarding
25 insurance policies?

1 A. Yes.

2 Q. Okay. And have you taken any courses
3 studying the Vermont laws regarding insurance policies?

4 A. Just what's required for my insurance
5 licensing.

6 Q. Okay. And how long have you been licensed as
7 an adjuster in Vermont?

8 A. It's over ten years. I'm not sure exactly
9 how many.

10 Q. Okay. Let's take a look at Exhibit No. 2,
11 which is the Declarations.

12 A. Um-hum.

13 Q. So going to the third page is where the
14 Declarations start; is that correct?

15 A. Yes.

16 Q. Okay. So it indicates here that this is
17 a -- what type of policy is this? Are there different
18 types of policies that can be issued in Vermont? Or, I
19 see it has a designation of "HW"; what does that stand
20 for?

21 A. Where are you looking?

22 Q. Right at the top.

23 A. Where specifically?

24 Q. Well, all right, let's do it this way,
25 because -- you understand that the policy number at

1 issue is HW-2145, right?

2 A. The policy number is B -- it's
3 45-BF-A594-4.

4 Q. Correct. But the policy that was issued
5 under Vermont is identified as HW-2145; is that
6 correct?

7 A. That is correct.

8 Q. Okay. And are there other numbers that are
9 ever issued in Vermont, or what does the "2145"
10 indicate?

11 A. That's the Vermont homeowner policy.

12 Q. Okay. And what are the numbers on there, and
13 what does the "HW" stand for?

14 A. I'm not sure what the numbers signify, but
15 that's representative, that's the numbers and letter
16 designation given for the Vermont homeowners policy.

17 Q. Okay. And are there any other designation
18 numbers other than this one issued in Vermont?

19 A. As it relates to this claim?

20 Q. As to any claim.

21 A. I can't speak to what other potential
22 policies may or may not be.

23 Q. For homeowners? Okay.

24 A. It depends on the risk.

25 Q. And is there a category of policies under the

1 2100 designation?

2 A. Categories?

3 Q. Yeah.

4 A. Such as?

5 Q. So, in other words, when you designate a
6 policy, does the HW-2100 have a specific meaning to you
7 in any way?

8 A. Meaning to me?

9 Q. Um-hum.

10 A. It's a standard homeowners policy for
11 Vermont.

12 Q. Okay. But are there -- okay. I'll step back
13 from there.

14 So under this policy, we have -- we're going
15 back to page 4, which has the Declarations on it.

16 A. Which exhibit?

17 Q. We're on page -- Exhibit 2. Do you see
18 that -- do you see Exhibit 2 on page 4?

19 A. Yes.

20 Q. So she had 875 in Dwelling coverage; is that
21 correct?

22 A. That's correct.

23 Q. Okay. And she had 87,500 for Other
24 Structures; is that correct?

25 A. That is correct.

1 Q. Now, she had Personal Property of 656,250; is
2 that correct?

3 A. That's correct.

4 Q. And how was that amount determined?

5 A. Which amount?

6 Q. The 656,250.

7 A. I believe it's a percentage of the Coverage A
8 Dwelling amount.

9 Q. Okay. Well, how was the Coverage A Dwelling
10 amount determined?

11 A. It's done at the agent's office and through
12 underwriting.

13 Q. Okay.

14 A. Based on conversations with the policyholder
15 at the time of application.

16 Q. Did you do an inspection of the house prior
17 to issuing the policy?

18 A. No.

19 Q. Okay.

20 A. Not that I'm aware of.

21 Q. Then how is loss of use, the determination of
22 that, calculated?

23 A. Again, I believe that's a component of the
24 Coverage A Dwelling amount.

25 Q. Okay. Now, fungus is not involved in this

1 case, is it, correct, or mold?

2 A. No.

3 Q. Okay. And there's no issue here of arson?

4 A. No.

5 Q. Okay. Now, there's a designation there for
6 Debris Removal; is that correct?

7 A. Correct.

8 Q. And how much is the Debris Removal?

9 A. As it states, an "additional 5 percent
10 available."

11 Q. Okay.

12 A. Or "\$1,000 per tree debris."

13 Q. Now, is that -- it says "additional 5 percent
14 available"; what does that mean?

15 A. That means there's an additional 5 percent
16 available for debris removal if the Coverage A amount
17 on the dwelling is exhausted.

18 Q. Okay. And are there any additions placed on
19 this policy, in terms of did she take out any options
20 that increased the dwelling coverage?

21 A. Yes.

22 Q. Okay. And what was that?

23 A. Option ID Increased Dwelling.

24 Q. Okay. So does the Option ID Increased
25 Dwelling also increase the amount of the -- that's

1 available for debris removal?

2 A. The Option ID Dwelling -- the Option ID
3 Increased Dwelling is added to the policy limit first;
4 and once those limits are exhausted, the additional 5
5 percent can be applied, if needed.

6 Q. Right. And an additional 5 percent is
7 applied to the total now, including the Option ID
8 coverage as well?

9 A. It's applied to the policy limit, and can
10 also be applied to the Option ID amount --

11 Q. Okay.

12 A. -- if it's incurred.

13 Q. Gotcha. And she has Option ID Increased
14 Dwelling up to \$175,000?

15 A. She does.

16 Q. Okay. Now, she has also Trees, Shrubs and
17 Landscaping; is that correct?

18 A. That is correct.

19 Q. And that, also, is subject to 5 percent of
20 Coverage A; is that correct?

21 A. Correct.

22 Q. Okay. What does landscaping include?

23 A. What does landscaping include? Generally,
24 regrading, grass, hardscapes, things of that nature.

25 Q. So sidewalks or other --

1 A. Sidewalks, no.

2 Q. No? What other hardscapes are included?

3 A. Could be figurines, things of that nature.

4 Q. Okay. Would it include -- it doesn't include
5 walkways or anything else like that?

6 A. It depends on how the walkways are
7 constructed, if they're attached to the dwelling, if
8 they're out in the middle of the yard. It depends on
9 the facts and the way they were installed on the
10 home.

11 Q. Okay. And she also has Option JF; what's
12 that?

13 A. Jewelry and Furs.

14 Q. Okay. And does that amount -- is that amount
15 in addition to the property, personal property?

16 A. It's within the limit.

17 Q. "It's within the limit"; what do you mean?

18 A. It's within the limit of personal property.
19 It's not in -- it's not in addition to.

20 Q. Okay. So if she had a -- just out of
21 curiosity, if she had a diamond ring that was stolen
22 and it was worth \$5,000, she would only recover 2,500
23 total for that; is that your statement?

24 A. Jewelry and Furs is \$1500 each per article.

25 Q. Okay. So the amount she could recover for

1 that ring is 1,500?

2 A. Yes.

3 Q. Even though she has 656,250 in personal
4 property coverage?

5 A. There's a limit for those items, yes.

6 MR. SATTI: Can we just take a break? I
7 would like the -- I want the link to be sent for
8 the remote deposition to my associate who's in
9 Connecticut.

10 (Momentary pause.)

11 MR. NUOVO: Go back on the record. She
12 signed the answers to interrogatories; is that
13 correct?

14 MR. SATTI: She didn't -- she prepared
15 them with the assistance of our client.

16 MR. NUOVO: But she is the signatory on
17 those answers to interrogatories?

18 MR. SATTI: She's a lawyer who's a matter
19 -- who has a record appearance. Does not have a
20 record appearance, because she's not admitted in
21 Federal Court yet.

22 MR. NUOVO: She is sworn on the answers
23 to interrogatories; there's no other signature on
24 those interrogatories other than hers; is that a
25 fair statement?

1 MR. SATTI: That's -- that's up to you.

2 MR. NUOVO: No, I'm asking you. Is
3 that --

4 MR. SATTI: I'm not answering questions
5 under oath.

6 MR. NUOVO: Well, you're asking that she
7 be a participant.

8 MR. SATTI: Yes, I am.

9 MR. NUOVO: Right. And --

10 MR. SATTI: She's a lawyer.

11 MR. NUOVO: And she is also a witness.

12 Mr. SATTI: Are you denying her the link?

13 MR. NUOVO: Well, I need --

14 MR. SATTI: Hold on a second.

15 MR. NUOVO: -- I need you to answer the
16 question first.

17 MR. SATTI: Well, I don't -- I'm not here
18 to answer questions, and you know that.

19 MR. NUOVO: Well, then you --

20 MR. SATTI: You've been doing this long
21 enough.

22 MR. NUOVO: No, you're here to answer
23 questions about whether or not --

24 MR. SATTI: Hold on. We were told this
25 was an in-person deposition. It's now obviously

1 not in-person for some people, and I would like my
2 associate, who's not-- who's in Connecticut under
3 a blizzard watch, to be able to watch the
4 deposition. That's it. Are you denying her the
5 link?

6 MR. NUOVO: And my question to you is --

7 MR. SATTI: Are you denying her the link?

8 MR. NUOVO: You have to answer my
9 question now, okay? Will you listen? She has
10 signed the answers to interrogatories. She is a
11 witness.

12 MR. SATTI: So what?

13 MR. NUOVO: So you have sequestered other
14 people who --

15 MR. SATTI: I'm not sequestering anybody.

16 MR. NUOVO: You did ask that -- that --

17 MR. SATTI: Her husband is not a party to
18 the action. He never has been. You tried that,
19 and you lost. He's not a party to the action. I
20 provided you an accommodation to let him sit in
21 during your client's deposition as a professional
22 courtesy.

23 MR. NUOVO: I understand.

24 MR. SATTI: This is not a courtesy I'm
25 asking for.

1 MR. NUOVO: I understand.

2 MR. SATTI: She's a lawyer that is
3 employed by my firm. She represents this party.
4 She's entitled to the link. Are you denying her
5 the link?

6 MR. NUOVO: And my question to you is:
7 Have you --

8 MR. SATTI: Are you denying --

9 MR. NUOVO: -- have you made her a
10 witness? And you have not answered.

11 MR. SATTI: No, I have not made her a
12 witness.

13 MR. NUOVO: Has she signed the answers to
14 interrogatories?

15 MR. SATTI: And you're out of time if she
16 was a witness.

17 MR. NUOVO: No, I'm not. I --

18 MR. SATTI: It's very simple: Are you
19 going to deny her the link; yes or no?

20 MR. NUOVO: No, my first question to you
21 is: Have you designated her as a witness because
22 you had her sign the answers --

23 MR. SATTI: We never designated my
24 associate as a witness.

25 MR. NUOVO: -- to interrogatories? You

1 interrupted me, and that's making it difficult for
2 her, so wait for me to finish before you
3 interrupt; you understand?

4 MR. SATTI: Let me know when you're done.

5 MR. NUOVO: Okay. So my question to you
6 is, if you had her sign the answers to
7 interrogatories, have you made her a witness?

8 MR. SATTI: No.

9 MR. NUOVO: Okay. So you have not
10 properly answered the answers to interrogatories,
11 have you, because you have not had them signed by
12 a designated --

13 MR. SATTI: She's not able to --

14 MR. NUOVO: -- you have not had them
15 signed by a party to this case; is that true?

16 MR. SATTI: You asked me if I'm making
17 her a witness, and the answer is she's an attorney
18 representing a client, so she cannot be a witness
19 and an attorney. You know that ethically that's
20 not possible.

21 MR. NUOVO: That's your problem, because
22 you didn't have her -- you had her sign the
23 answers to interrogatories.

24 MR. SATTI: You have Mr. Radovic here --

25 MR. NUOVO: You need to wait for me to

1 finish so she can take down the thing. Stop
2 interrupting, okay? So my question to you is, you
3 only had her sign the answers to interrogatories,
4 and that's a fair statement; is that correct?

5 MR. SATTI: I haven't looked at them, so
6 I don't know who signed them. Well, while we're
7 doing all this, are you denying her access to the
8 link?

9 MR. NUOVO: I'm not going to deny her
10 access to the link --

11 MR. SATTI: Okay. Why don't we get on
12 with the --

13 MR. NUOVO: -- but I certainly -- will
14 you stop interrupting, okay? I am not going to
15 deny her access to the link, but I am going to
16 raise the issue with the Court.

17 MR. SATTI: We'll take a break
18 until -- since there's no question pending, we'll
19 take a break until she has access to the link.

20 MR. NUOVO: No, I'll send her the link.
21 If you can give me her email, I'll have my
22 client -- I'll give it to my paralegal.

23 MR. SATTI: That's it right there.

24 (Brief pause.)

25 MR. NUOVO: And we will continue with the

1 deposition.

2 A. BY THE WITNESS: Can you repeat the question
3 on the Jewelry and Furs?

4 Q. Sure. My question to you was, on the Jewelry
5 and Furs, was trying to determine whether it first came
6 under -- if it was an additional amount under the
7 policy or if it was a limit under the policy.

8 A. Unless it's theft, it's an additional amount
9 on top of the policy limit for Coverage B.

10 Q. Unless it's theft; what do you mean? Explain
11 that to me.

12 A. If it's a theft loss, it's not an additional
13 amount under the Coverage B policy limit.

14 Q. Okay.

15 A. But because in this particular case it's a
16 fire loss, it's the policy limit plus -- plus the
17 aggregate limit shown on Jewelry and Furs.

18 Q. So, for example, if she had a fur, and it was
19 worth \$5,000, even if it was damaged in this fire, the
20 maximum she could get is 1,500?

21 A. On top of the policy limit.

22 Q. Oh, on top. Okay, so it is an additional?

23 A. It's in addition.

24 Q. Okay, thank you. That's all I wanted to make
25 sure.

1 A. I just wanted to clarify that.

2 Q. No, I appreciate that.

3 And then we have the Ordinance/Law, and that
4 says 10 percent of -- for 87,500; is that correct?

5 A. Yes.

6 Q. Okay. Let's take a look now at the policy,
7 and that's Exhibit No. 1. So how is this policy
8 structured? Why don't you just describe for me how
9 it's laid out and how homeowners are supposed to
10 understand it. In other words, how is it set up?

11 A. I'm --

12 Q. You don't --

13 A. It's a pretty open-ended question. What
14 specifically are you asking?

15 Q. Well, you can see -- that's fine.

16 A. I mean, there's a Table of Contents --

17 Q. Yup?

18 A. -- that outlines how the policy is
19 structured.

20 Q. Okay. So the first part of the policy is
21 Definitions or the Agreement?

22 A. Agreement and Definitions.

23 Q. Okay. And then it talks about Deductibles?

24 A. Correct.

25 Q. And then it talks about Section I, and it has

1 indications for different sections?

2 A. Um-hum.

3 Q. And then it has Loss Settlement -- Property
4 Coverages, and then it says Section I - Losses Insured.
5 Then it has Section I - Losses Not Insured and then
6 Section I - Loss Settlement. So I want to go through
7 each one of those as to what each of these sections is
8 trying to detail out.

9 A. Sure.

10 Q. Okay? So under the first Section I -
11 Property Coverages, what is that section supposed to be
12 doing?

13 A. Page 5. Just to make sure we're on the same
14 page.

15 Q. Sure.

16 A. Okay. So it outlines the property coverages
17 for, in this case, Coverage A - Dwelling, and then it
18 continues on to Personal Property Coverage B.

19 Q. Okay.

20 A. It talks about Coverage A. It talks about
21 the Dwelling. It talks about Other Structures. And
22 then it discusses Property that's Not Covered.

23 Q. Okay. And then in the liability section
24 Property Not Covered, is there anything in this case
25 that comes under any of the Property Not Covered?

1 A. You said the "liability section," we're not
2 in the liability section.

3 Q. Sorry, I'm saying -- we're under the Property
4 Coverages, Property Not Covered.

5 A. Property Not covered, okay.

6 Q. Yup.

7 A. What's your question?

8 Q. So my question is: From this section --

9 A. Um-hum.

10 Q. -- Property Not Covered, is there anything
11 listed here for which Ms. Stimson has made a claim
12 which is not covered?

13 A. I could read what the policy language says.

14 Q. Yeah. And I'm asking you --

15 A. Okay.

16 Q. -- based on your experience --

17 A. Well, it says, "We do not cover: land,
18 including the land necessary to support any Coverage A
19 property. We also do not cover: any costs required to
20 replace, rebuild, stabilize, or otherwise restore the
21 land; or, the costs of repair techniques designed to
22 compensate for or prevent land instability to any
23 property, whether or not insured under Coverage A."

24 Q. So my question to you is: Is there any claim
25 that Ms. Stimson has been making that you believe is

1 not covered under this policy under the Property
2 Coverages section under number 2 on page 6?

3 A. Can you clarify for me what you're stating
4 Ms. Stimson is claiming?

5 Q. Well, you're the claims adjuster, right?

6 A. Yes.

7 Q. So you know what claims she's been making, I
8 assume, right?

9 MR. SATTI: Objection to the form. You
10 can answer it.

11 Q. Do you -- you understand --

12 A. I understand the estimate that she has
13 submitted and the documentation she has submitted as
14 part of the claim.

15 Q. Okay. So my question to you is: Is there
16 any claims that you're aware of in your handling of
17 this file that she's made that are not covered,
18 property not covered under this section?

19 A. Her public adjuster provided us an estimate
20 and submitted a claim; and under that section -- under
21 their -- the documentation he supplied on her behalf,
22 there was no indication of there being a need to
23 stabilize or repair or replace land.

24 Q. Okay.

25 A. That I'm aware of.

1 Q. All right. Now, this section also says that,
2 under (n) on page 7, under that same section, it says,
3 Outdoor landscaping -- "Outdoor hardscape property used
4 for aesthetic purposes except as provided in Section I
5 - Additional Coverages, Trees, Shrubs and Landscaping"?

6 A. I'm sorry, you're on page 7 now?

7 Q. Yup.

8 A. Page 7 doesn't refer --

9 Q. Sure.

10 A. -- to --

11 Q. 2(n) under the policy.

12 A. Where specifically are you?

13 Q. So --

14 A. What page in the policy?

15 Q. Sure. Go to page 6.

16 A. Page 6 talks about Special Limits of
17 Liability, correct?

18 Q. Right. Page 6 --

19 A. Um-hum.

20 Q. -- is -- under Section I - Property
21 Coverages, correct?

22 A. Page 6 is on the Special Limits of
23 Liability.

24 Q. Yes. But it's all under Section I - Property
25 Coverages; do you see that?

1 A. Page 6 is under Coverage B - Personal
2 Property, Property Covered.

3 Q. All right. Let's start again. On page 5?

4 A. Correct.

5 Q. Section I --

6 A. Correct.

7 Q. -- is Property Coverages?

8 A. And -- and Personal Property.

9 Q. Yeah, the Section I is entitled Property
10 Coverages?

11 A. Correct.

12 Q. Okay, perfect. Then we have, under that,
13 Coverage A and Coverage B?

14 A. Correct.

15 Q. Okay. Under Coverage A, it deals with the
16 Dwelling; is that correct?

17 A. Yes.

18 Q. And it talks about there, on that page, it
19 talks about Property Not Covered; do you see that,
20 number 3?

21 A. Yes.

22 Q. Okay. And there, it says that it
23 does -- 3(b) says that it does not cover "trees,
24 shrubs, live or artificial plants, lawns, artificial
25 grass, except as provided in"?

1 A. "Section I - Additional Coverages."

2 Q. Right. And she provides -- she has
3 additional coverage; is that correct?

4 MR. SATTI: Object to the form. You may
5 answer it.

6 A. I'm --

7 Q. Do you understand that?

8 A. She -- this is all part of the standard
9 policy.

10 Q. I understand.

11 A. So it's all part of her coverages.

12 Q. I understand. But it says not covered unless
13 she has Additional Coverages, under Trees, Shrubs and
14 Landscaping?

15 A. It says, We do not -- it says, "We also do
16 not cover: trees, shrubs, live or artificial plants,
17 lawns or artificial grass, except as provided in
18 Section I - Additional Coverages, Trees, Shrubs and
19 Landscaping."

20 Q. Thank you. And she has additional coverage?

21 A. It's a standard policy, yes.

22 Q. Okay. All right, that is my question. So
23 then under Coverage B, we have Personal Property; we
24 have Property Covered?

25 A. Um-hum.

1 Q. And then on page 6, (2) you have a section
2 that says Property Not Covered?

3 A. Correct.

4 Q. And then that continues to (n) on page 7?

5 A. Yes.

6 Q. And it says, "Outdoor hardscape property used
7 for aesthetic purposes except as provided in"?

8 A. "Section I - Additional Coverages."

9 Q. Okay.

10 (Attorney Elizabeth Hillmon now also
11 present remotely for the deposition.)

12 Q. Okay. So, and again, she has Additional
13 Coverages, Trees, Shrubs and Landscaping?

14 A. As outlined in the policy.

15 Q. Okay. So there are two -- the Additional
16 Coverages, Trees, Shrubs and Landscaping covers things,
17 property not covered in Coverage A, and it covers
18 things in Coverage B; is that correct?

19 A. Correct.

20 Q. Thank you. Okay. Now, Coverage C is Loss of
21 Use?

22 A. Yes.

23 Q. Okay. What is Loss of Use?

24 A. "The reasonable and necessary" expenses
25 incurred -- "cost incurred by an insured to maintain

1 their normal standard of living for up to 24 months.
2 Our payment is limited to incurred costs for the
3 shortest of: the time required to repair or replace the
4 premises; the time required for your household to
5 settle elsewhere; or, 24 months."

6 Q. Okay. So, my -- did you do -- she rented a
7 piece of property for about \$7,000 a month?

8 A. She rented two pieces of property, so yes.
9 I'm not sure which one was which, yeah.

10 Q. Okay. The one she was living in after
11 January, the one she lived in most, was January of
12 2023, that was about \$7,000 a month?

13 A. Okay.

14 Q. I'm asking you; do you know that?

15 A. I don't have it memorialized, but it sounds
16 about right.

17 Q. Okay. Did you ever do a market analysis of
18 whether that was a fair and reasonable rent?

19 A. Yes.

20 Q. Okay. And was it?

21 A. Yes.

22 Q. Okay. So her request for a place at \$7,000
23 is actually lower than your estimate for what it might
24 cost for her to rent property in this area?

25 A. It was reasonable.

1 Q. Okay. So she was not unreasonable then in
2 asking for something that cost that much to rent?

3 A. Correct.

4 Q. Okay. Now, on page 8, we're still under
5 Section I - Property Coverages; is that correct?

6 A. Correct.

7 Q. Okay. Now, I see that we have Coverage A; we
8 have Coverage B; we have coverage C?

9 A. Um-hum.

10 Q. And now we have another one, Section I, which
11 says Additional Coverages?

12 A. Correct.

13 Q. Okay. So are these Additional Coverages
14 covered under A, B or C?

15 A. Well, it could be A or B.

16 Q. Where does it say that the limits of A or B
17 limit the coverages in Section I - Additional
18 Coverages?

19 A. Where does it say -- you'd have to go into
20 each specific area that you are -- under Additional
21 Coverages, you have to go to each separate area, 1
22 through 15, in order to answer that question.

23 Q. So is it your statement that the sections 1
24 through 15 under the Section I - Additional Coverages
25 comes under the sections either A, B or C?

1 A. Yes.

2 Q. Where does it say that?

3 A. Well, again, you'd have to look at what area
4 under the Additional Coverages you're specifically
5 inquiring about.

6 Q. Okay. Let's take a look at Debris Removal.

7 A. Um-hum.

8 Q. Okay? And that is number 1 there.

9 A. Um-hum. Yes, sorry.

10 Q. That's okay. You're doing good so far. So
11 it says that they'll pay -- "We will pay the reasonable
12 expenses you incur in the removal of debris of covered
13 property damaged by a loss insured"?

14 A. Yes.

15 Q. "This expense is included in the limit
16 applied to the damaged property. The following
17 coverages and limits also apply."

18 A. Right.

19 Q. Okay. So she has -- so your statement is
20 that debris removal comes under Coverage A?

21 A. Or B.

22 Q. Or B, okay. And how is it determined whether
23 or not the debris removal is coming under Coverage A or
24 B?

25 A. If it's Coverage A, it has to be part of the

1 dwelling or dwelling extension.

2 Q. Yup.

3 A. Coverage B, it has to be personal property.

4 Q. Okay. So if personal property is removed
5 from the premises, that would come under Coverage B,
6 Debris Removal?

7 A. Yes.

8 Q. And how do you determine that when you're
9 clearing out something like -- how did you determine
10 that, in Ms. Stimson's case, how much of the debris
11 removal was related to Coverage A and how much of the
12 debris removal was covered under Coverage B?

13 A. I believe there was a vendor involved that
14 took care of removing a lot of contents out of that
15 property to either restore, repair, or dispose of.

16 Q. And my -- I guess my question to you is: Did
17 you designate how much of this was supposed to come
18 under Coverage A and how many of that cost was supposed
19 to come under Coverage B?

20 A. Well, the building portion all came under
21 Coverage A. That's all --

22 Q. Granted.

23 A. Either the mitigation company that did the
24 demolition or the asbestos removal that was done all
25 falls under Coverage A.

1 Q. Okay. And I guess my question to you is:
2 How did you determine, if you only got one bill -- did
3 you only get one bill, or did you get multiple bills
4 for debris removal?

5 A. I don't recall.

6 Q. Okay. So how did you determine how much of
7 the debris removal was supposed to go under Coverage A
8 and how much of the debris removal was supposed to come
9 under Coverage B?

10 A. The Coverage A is pretty clearly outlined as
11 to what that debris removal is for.

12 Q. Yes. It's for removal of things in the
13 dwelling, but you also told me that for --

14 A. I didn't say that.

15 Q. Okay. Then what is it?

16 A. What's your question?

17 Q. Well, my question is: She has debris
18 removal; and if I remember correctly, your answer was
19 that it is both under Coverage A and Coverage B?

20 A. It could be.

21 Q. It could be, right. So my question to you
22 is: How -- there was debris removal in this case?

23 A. Um-hum.

24 Q. Is that a yes?

25 A. Yes.

1 Q. Okay. And the debris removal would have to
2 be categorized as either coming under Coverage A --

3 A. Right.

4 Q. -- or Coverage B?

5 A. Right.

6 Q. So my question to you here is: Did you
7 designate any of the debris removal under Coverage A or
8 Coverage B?

9 A. The debris removal designated under Coverage
10 A was written based on the Xactimate software.

11 (Reporter clarification.)

12 THE WITNESS: Xactimate,
13 X-a-c-t-i-m-a-t-e.

14 Q. And what is Xactimate?

15 A. It's an estimating software that's used
16 industry-wide.

17 Q. Okay. And do you know how the software
18 works? Do you know how the software works?

19 A. I'm not quite sure what you mean.

20 Q. Well, do you know what the underlying
21 principles are, how it comes up with its numbers or
22 anything else like that?

23 A. It takes into account the market rates for
24 labor and materials in a given area based on zip code,
25 and that's what you -- is used to formulate an

1 estimate.

2 Q. And have you ever checked, or do you know
3 how -- where those numbers come from for creating the
4 Excamate {phonetic} --

5 A. Xactimate.

6 Q. -- Xactimate?

7 A. Xactimate.

8 Q. Okay. From them?

9 A. I have no oversight over Xactimate.

10 Q. So you don't know -- I mean, other than the
11 fact that you rely upon it, you have no personal
12 opinion whether those numbers are accurate or not?

13 MR. SATTI: Objection to the form.

14 A. Personal?

15 Q. Yes.

16 A. I don't have a personal opinion on that.

17 Q. Okay. And you're not able to say, as we sit
18 here today, whether or not the numbers that come out of
19 Xactimate --

20 A. Xactimate, X-a-c-t-i-m-a-t-e.

21 Q. Yup. -- are accurate for the area where Ms.
22 Stimson lives or not?

23 MR. SATTI: Objection to the form. You
24 may answer it. You may answer it.

25 A. Again, repeat that question?

1 Q. Sure.

2 MR. NUOVO: Could you read it back for
3 me?

4 (The reporter read back.)

5 A. I can't speak for Xactimate.

6 Q. Okay. So, and that -- and that's a fine
7 answer. I just want to know whether or not you have
8 expertise in that area of how those numbers are put
9 into Xactimate or not?

10 A. How they're put in, no.

11 Q. Okay. Now, so do you know whether or not any
12 of the debris removal costs were assigned to Coverage
13 B?

14 A. There were estimates submitted on behalf of
15 Mrs. Stimson -- Ms. Stimson, and those figures were
16 used to evaluate the debris removal for Coverage B.

17 Q. Okay.

18 A. Xactimate was used to determine, at least in
19 part, the cost of the debris removal for the building
20 portion.

21 Q. Okay. Did you deny any of the costs that
22 they had for the debris removal?

23 A. For Coverage A or Coverage B?

24 Q. Either.

25 A. I don't recall.

1 Q. Okay.

2 A. All of that was appraised under Coverage A.

3 Q. Okay. So I guess my question is: All debris
4 removal, as far as you -- and I'm just trying to --

5 A. Um-hum.

6 Q. -- nail this down, because your answer right
7 now is not clear to me. Was all the debris removal
8 coverage under Coverage A; was there anything charged
9 under Coverage B?

10 A. For debris removal?

11 Q. Yeah.

12 A. I -- if I recall correctly, there was some.
13 I don't recall the specifics.

14 Q. Okay. But as you sit here today, you're not
15 100 percent sure?

16 A. No.

17 Q. Okay. Is there some document you could look
18 at that would give you the answer to that?

19 A. Probably.

20 Q. What?

21 A. I'd have to look through the claim file and
22 what was submitted on behalf of Mrs. Stimson.

23 Q. But as you sit here today, you aren't
24 prepared to answer that question?

25 MR. SATTI: Objection to the form.

1 A. No.

2 Q. Thank you. Do you know whether any of the
3 debris removal came under the Trees, Shrubs and
4 Landscaping section?

5 A. She did not have any damage to trees, shrubs
6 or landscaping, because it was an internal building
7 fire.

8 Q. Okay. And did she have any damage to outdoor
9 hardscape property?

10 A. No claim was ever made on her behalf from her
11 public adjuster with regards to any damages outside the
12 building footprint.

13 Q. Now, going to page 11, and just to be clear,
14 we're still under the Section I - Property -- make sure
15 I get the word right -- Property Coverages; is that
16 correct?

17 A. We're under Section I - Additional
18 Coverages.

19 Q. Yup. But on page 11, we're still under --

20 A. Section I - Property Coverages, correct.

21 Q. Thank you. Okay. And there's an Inflation
22 Coverage, but that's really not applicable here,
23 because the fire occurred right after the policy was
24 issued; is that a fair statement?

25 A. That is most likely accurate, yeah.

1 Q. All right. Now, we go to page 12. What
2 is -- what is that section?

3 A. It's the Section I - Losses Insured
4 section.

5 Q. How is that different than the -- just from
6 your understanding as an insurance adjuster, how is
7 that different from Section I - Property -- I want to
8 get the words right -- Property Coverages?

9 A. Section I - Losses Insured language provides
10 detail on what losses are covered.

11 Q. So then there's Coverage A here, Dwelling; is
12 that correct?

13 A. Correct.

14 Q. Okay. And is there any claim here, have you
15 ever made an assertion that Coverage A does not apply
16 to this situation?

17 A. No.

18 Q. Okay. So no dispute that Coverage A and
19 Coverage B apply to the loss that she suffered?

20 A. Correct.

21 Q. So then we go to page 14 -- yes, that's
22 right -- and we have Section I - Losses Not Insured?

23 A. Correct.

24 Q. Okay. So what is this section doing now?

25 A. This section explains the causes of loss or

1 the types of loss that are not covered under the
2 policy.

3 Q. Okay. So are there any claims that you're
4 aware that Ms. Stimson has made that are subject to any
5 of the provisions in this section?

6 A. Yes.

7 Q. Okay. Go ahead.

8 A. Ms. Stimson had issues with the foundation
9 bowing on an exterior wall to the right -- to one side
10 of the structure from wear and tear and deterioration
11 that was unrelated to the fire.

12 Q. So you're saying (g)?

13 A. Yeah, I believe these were all outlined in a
14 partial denial letter to Ms. Stimson and also probably
15 -- I believe reference also (k).

16 Q. Um-hum. Now, let me ask you this: If damage
17 to a porch or wall was caused by water from putting out
18 the fire and the fire, would that be covered?

19 A. If a wall from -- damage from water?

20 Q. From putting out the fire.

21 A. If it could be -- well, I guess it depends if
22 it can be confirmed that water caused additional
23 damage.

24 Q. Were you aware that Ms. Stimson had -- and
25 now we're talking about the front porch which is where

1 this bowing denial comes from; is that correct?

2 A. No, that's not correct.

3 Q. Which porch is it?

4 A. It's looking at the front porch, that left
5 side elevation.

6 Q. So let's do this, let's think about the house
7 as you're coming up to it, up the driveway.

8 A. The porch in front of you.

9 Q. Okay. So that's the porch we're talking
10 about, just to be clear?

11 A. That's the one you're talking about?

12 Q. Right.

13 A. Okay.

14 Q. I want to make sure we're talking about the
15 same porch.

16 A. Um-hum.

17 Q. Are you aware or did you ever ask that she
18 had that porch completely redone a year before the
19 fire?

20 A. The -- no, because the porch was never an
21 area that was affected by the fire. It was never
22 brought up by her representative. It was never in his
23 repair estimate. And there was no reason to believe
24 that that area had anything to do with the fire.

25 Q. Okay. You saw the builder's estimations that

1 she had to fix that part of the porch?

2 A. I -- I saw the builders working on the porch.
3 As to whether or not she had to have that work done is
4 not something I can answer.

5 Q. So did you do any inquiry as to whether or
6 not that work was necessary?

7 A. I believe we asked the public adjuster about
8 the porch.

9 Q. And did you -- but it was in the estimate
10 from her builder; is that correct?

11 A. Can you show me?

12 Q. I'm just asking you.

13 A. I did not see it in that estimate.

14 Q. Okay.

15 A. Or it was not easy to ascertain what part of
16 that estimate was associated to the porch in the manner
17 it was written.

18 Q. So how did you determine to deny -- are you
19 denying coverage for that bowing portion?

20 MR. SATTI: Objection to the form. You
21 can answer.

22 A. The porch wasn't bowing. The side elevation
23 was bowing.

24 Q. What do you mean by that?

25 A. The left side of that -- facing the porch, to

1 the left, that left elevation of the house is the house
2 that had the bowing wall.

3 Q. And is that in the foundation or the wall
4 itself?

5 A. The wall itself.

6 Q. Okay. So --

7 A. And potentially the foundation.

8 Q. So if the foundation was damaged in the fire
9 or needed to be fixed in order to fix the house, would
10 that be covered?

11 A. If it's damage from the fire, yes.

12 Q. And if it needed to be fixed in order to fix
13 the house, would that be covered?

14 A. If it's damage from the fire, yes.

15 Q. Well, okay, listen to my question carefully.

16 A. Um-hum.

17 Q. Okay? If the house above cannot be fixed
18 without fixing the foundation, is the repair to the
19 foundation necessary?

20 MR. SATTI: Objection to the form. You
21 can answer it.

22 A. It's speculative.

23 Q. Okay. If I have siding on my house, and only
24 a small portion of that siding is damaged in the fire,
25 and I can't find an exact match, is the insurance

1 company required to replace all the siding on the house
2 or only that portion with something that doesn't match?

3 MR. SATTI: Objection to the form. You
4 can answer it if you can. You can answer it if
5 you can.

6 A. I mean, are we doing 'what if' scenarios?

7 Q. Absolutely.

8 A. Okay.

9 Q. I'm asking you what the policy covers.

10 A. The policy covers a reasonably uniform
11 appearance. So it may potentially recover the
12 replacement of that elevation or the whole house.

13 Q. And if you have to fix the foundation in
14 order to repair portions of the house after a fire,
15 aren't you similarly required to fix the foundation so
16 the house can be then fixed?

17 A. Potentially.

18 Q. Okay. And did you ever make any inquiry in
19 this case whether or not those portions of the
20 foundation had to be fixed in order to finalize the
21 construction of the house?

22 A. We hired an engineer to do an evaluation on
23 that structure.

24 Q. Okay.

25 A. And utilized that engineer's expert opinion

1 as to what the proper scope of repair was to that
2 dwelling.

3 Q. Okay. And what did that engineer say?

4 A. I believe you have a copy of that report.

5 Q. Okay. Well, what did he say?

6 A. He gave us an outline of how to support the
7 upper structure to do the repairs necessary to put that
8 house to pre-loss condition.

9 Q. Okay. Now, what kind of policy is this; is
10 this a -- how do you determine how much to pay for
11 repairs in this case?

12 A. We wrote a building estimate based on
13 Xactimate and utilized the engineer's expert opinion on
14 the proper scope needed to restore the structural
15 integrity of that home, and we put back all the
16 finishes that had to be removed in order to address the
17 damages caused by the fire.

18 Q. Okay. So that is in the form of a denial
19 then; is that correct?

20 A. What is?

21 Q. The section on bowing, you essentially denied
22 her request to have that fixed?

23 A. It's unrelated to the fire, yes.

24 Q. Okay. So, and just to be clear, that was a
25 denial?

1 A. A partial denial for that.

2 Q. Okay. Was there anything else that was
3 specifically denied?

4 A. I think she had some car parts that were
5 specifically excluded. The front porch, which was
6 unrelated to the fire. And there might have been
7 one -- oh, I believe we also denied her voiding her
8 lease agreement from the initial stay, but I'd have
9 to -- you'd have to be more specific in what denials
10 you're looking for.

11 Q. Well, you're the claims adjuster on this
12 case, a senior supervising claims adjuster, so I'm
13 trying to find out --

14 A. I'm not the adjuster. I'm the manager of the
15 claim.

16 Q. Right. But you reviewed all the issues that
17 were denied in this case?

18 A. Yes, I did.

19 Q. Okay. So that's why I'm asking you to tell
20 me what was denied.

21 A. Um-hum.

22 Q. Do you understand that?

23 A. I do.

24 Q. Okay. So why were the tire parts -- car
25 parts denied?

1 A. They're specifically excluded.

2 Q. Okay. And where is that specifically
3 excluded?

4 A. I believe it's in the denial letter, that we
5 included that denial. It also references the proper
6 policy language, but if you give me a minute --

7 Q. Sure.

8 A. -- we can probably go through this.

9 You will find that under page 6, Coverage B -
10 Personal Property, Property Not Covered, number (2).

11 Q. Um-hum.

12 A. Number (2)(c) and -- actually (2) -- (2)(d):
13 "any electronic equipment, devices or accessories"
14 -- one second --

15 (Reporter clarification.)

16 A. Yeah, I'm sorry, number (2), Property Not
17 Covered, (c), "We do not cover: any engine-propelled or
18 motor-propelled vehicle or machine, including parts,
19 designed for movement on land, except as provided in
20 Special Limits of Liability, item k."

21 Q. Okay. So what page is --

22 A. Special Limits --

23 Q. -- Special Limits, item k; what page is that
24 on?

25 A. Special Limits? Special Limits on item K is

1 on the same page. It's the section above that, under
2 Special Limits of Liability. (k) talks about "\$1,000
3 on commercially manufactured two, three, or four
4 wheeled personal conveyances powered only by or
5 assisted by an unmodified motor or engine with a
6 manufacturer's power rating of no more than 1
7 horsepower and capable of a top speed of no more than
8 20 miles per hour. This does not include such
9 conveyances that are: Number (1), designed for
10 assisting persons with disabilities; (2), not designed
11 for travel on public roads; and (3), not subject to
12 motor vehicle registration."

13 Q. Okay. Now, would that mean that the tires in
14 question would be subject to the auto policy?

15 A. Could be, yeah.

16 Q. Did you issue Ms. Stimson an auto policy?

17 A. Did I?

18 Q. Yeah. Or did State Farm?

19 A. I don't -- I'm not aware.

20 Q. So let's go to page 18 of the policy. What
21 is Section I - Loss Settlement?

22 A. It kind of outlines how the loss settlement
23 is issued on the claim.

24 Q. Okay.

25 A. Or on the policy, should I say.

1 Q. And are there different provisions under the
2 policy for what is covered and what is not?

3 A. What's covered and what is not is under the
4 Section I - Losses Insured, Losses Not Insured.

5 Q. And I see that there's Coverage A - Dwelling
6 A1, and then there's a coverage Dwelling A2?

7 A. Um-hum.

8 Q. What's the difference between those two?

9 A. I think the policy kind of outlines that.
10 Ms. Stimson's policy I believe -- let me just
11 double-check here -- I just want to make sure I see it
12 on here. She's got an A1 - Replacement Cost policy.

13 Q. Okay. And what's the difference between an
14 A1 and an A2?

15 A. As it states, there are some differences with
16 regards to the settlement on the construction side
17 of -- on the building side of the policy.

18 Q. Well, what are those differences?

19 A. Well, A2 is, "We will pay the cost to repair
20 or replace with common construction and for the same
21 use on the premises shown."

22 Q. Okay. And then what does A1 cover?

23 A. Essentially full replacement cost.

24 Q. Okay. And doesn't it actually say, "When the
25 repair or replacement is actually completed, we will

1 pay the covered additional amount you actually and
2 necessarily spend to repair or replace the damages";
3 is that the language?

4 A. Yes.

5 Q. Does it say anywhere in there that you're
6 going to use a computer software program to determine
7 that amount?

8 A. No.

9 Q. Okay. And did you ever get a builder in the
10 area to come out and give you an estimate as to what it
11 would actually cost to do the work that she wanted to
12 have done or to look at the Blanc & Bailey estimates?

13 MR. SATTI: Objection to the form. You
14 may answer it.

15 A. Did we ever hire it? I don't -- it doesn't
16 say here that we --

17 Q. Well, I understand.

18 A. -- are obligated to, no.

19 Q. No, you did not?

20 A. No.

21 Q. So the only estimate you had done was done by
22 someone who put the information into a computer
23 program?

24 A. And her public adjuster's estimate.

25 Q. What?

1 A. And her public adjuster's estimate.

2 Q. I'm asking you whether or not you did.

3 MR. SATTI: He answered the question.

4 MR. NUOVO: No, not completely.

5 Q. Your estimate came from -- did you ever talk
6 to Blanc & Bailey?

7 A. Yes, we did.

8 Q. When?

9 A. I'd have to look at the actual dates, but my
10 adjuster had a conversation with the contractor in
11 trying to come to a resolution on the differences that
12 we had in our estimates.

13 Q. Okay. Is there any documentation of that in
14 the file?

15 A. I believe there's a file note in there from
16 Gary reaching out.

17 Q. What date would that file note be?

18 A. I don't have it memorialized.

19 Q. All right. I'm not aware of it, and it's
20 10,000 pages, so I'm not going to say that I didn't
21 miss it.

22 A. Yeah, that's fine.

23 Q. But I did not see any documentation.

24 A. I know -- I know we had communication with
25 the contractor.

1 Q. You'd agree with me that everything that's
2 done on the case has to be documented in the file?

3 A. Yes.

4 Q. Okay. And if it's not in the file, and it's
5 not documented there, then it didn't happen?

6 MR. SATTI: Objection to the form.
7 What's the question?

8 MR. NUOVO: I'm asking that. That is the
9 question.

10 MR. SATTI: About what?

11 MR. NUOVO: Excuse me --

12 MR. SATTI: You have to be particular.

13 MR. NUOVO: -- you can -- all you can do
14 is say "objection to the form."

15 MR. SATTI: And I did.

16 MR. NUOVO: Okay, and that's it.

17 Q. BY MR. NUOVO: Okay. You agree with me that
18 if it's not in the file, it didn't happen?

19 A. I wouldn't necessarily agree to that.

20 Q. Okay. But it's supposed to be? Any
21 conversation with the builder should have been in the
22 file?

23 A. It should be documented.

24 Q. Okay.

25 A. In one format or another.

1 Q. Okay. And do you know whether or not a
2 conversation with the builder in this case was
3 documented?

4 A. It is my recollection that it was.

5 Q. Okay. And what is your recollection about
6 that interaction with the builder?

7 A. I did not interact with the builder. My
8 adjuster interacted with the builder.

9 Q. Okay. So did you review what his interaction
10 was with the builder?

11 A. Gary reached out to our contractor to try to
12 understand where our differences were in our estimate
13 and theirs, which is something we commonly do on the
14 majority of our claims.

15 Q. Did you share a copy of your estimate with
16 Blanc & Bailey?

17 A. I don't recall, but as part of the
18 reconciliation process, we exchange numbers and ideas
19 and concepts of what we're trying to communicate about
20 in order to reconcile the differences in the
21 estimates.

22 Q. So it's your statement here, under oath, that
23 there are documented in the file communications between
24 your office and Blanc & Bailey?

25 A. That's my recollection.

1 Q. Okay. And if they weren't in the file, would
2 you agree with me that you may be mistaken?

3 A. Perhaps.

4 Q. Okay. Because such a conversation would be
5 pretty important and important to document?

6 A. Um-hum.

7 Q. Is that a yes?

8 A. Yes.

9 Q. Okay. Now, what is your understanding of
10 what "you actually and necessarily spend to repair"
11 means?

12 A. Based on the settlement amount, what you
13 actually and necessarily spend to replace.

14 Q. Okay. And if Blanc & Bailey says all the
15 items in his estimate were actual and necessary, would
16 you have a reason to disagree with him?

17 A. I would.

18 Q. Okay. And do you know whether or not any
19 expert has stated that?

20 MR. SATTI: Objection to the form. You
21 may answer it.

22 A. Expert, no.

23 Q. Okay.

24 A. Actually, I would say yeah.

25 Q. Who?

1 A. It went to appraisal, and the appraisal made
2 a decision on -- on what was reasonable and
3 necessary.

4 Q. Who did you pick for the appraiser?

5 A. A firm.

6 Q. Okay. And do you know that the appraiser's
7 name was Patrick Young?

8 A. Yes.

9 Q. And is Patrick Young licensed in any
10 profession in Vermont?

11 A. I believe so.

12 Q. Okay. I'll double-check, but I did check
13 this morning, and I did not see that he is licensed in
14 Vermont under any designation.

15 MR. SATTI: So he's here to testify. You
16 can ask him the next question.

17 MR. NUOVO: Okay.

18 Q. Okay. So you don't know one way or another?

19 A. No.

20 Q. Okay. Do you know whether it's a requirement
21 that the appraiser that you select be licensed in
22 Vermont?

23 A. I'm not sure.

24 Q. Okay. Do you know whether or not it's
25 important for that appraiser to know what the costs are

1 for doing work in Vermont?

2 A. Of course.

3 Q. Okay. Do you know whether or not your
4 appraiser had any construction experience?

5 A. No.

6 Q. Okay. Do you know whether or not he has any
7 education in doing code?

8 A. No.

9 Q. Do you know whether or not he made the
10 estimate repair or whether or not you sent him a copy
11 of your estimation from Mr. Young and -- which you
12 edited for him to use as part of the appraisal process?

13 MR. SATTI: Who are we talking about?

14 The question's unclear.

15 MR. NUOVO: Okay. I'll rephrase it.

16 Q. You know that Mr. Orr did an original
17 evaluation?

18 A. He did the preliminary estimate, yes.

19 Q. Yes. And then you -- you and/or your office,
20 State Farm, then went through that and made
21 adjustments?

22 A. Correct.

23 Q. Okay. And are you aware that that adjusted
24 policy -- provision was given to Mr. Orr? Sorry, Mr.
25 Young?

1 A. No, that -- the estimate that was given as
2 part of the appraisal process was State Farm's
3 estimate.

4 Q. Okay. So the one that Mr. Young -- Mr. Orr
5 started but was then changed through the process that
6 State Farm has, that was the estimate that was given to
7 him?

8 A. Correct.

9 Q. Okay. And the person who made those changes
10 was either you or Mr. Pelletier?

11 A. Mr. Pelletier.

12 Q. Okay. You didn't make any of those changes
13 or adjustments?

14 A. No.

15 Q. Did you review them?

16 A. Of course.

17 Q. Okay. And you approved them?

18 A. Yes.

19 Q. Okay. What construction experience does Mr.
20 Pelletier have?

21 A. Just an adjuster handling these type of
22 claims for over twenty years.

23 Q. Okay. And do you know whether or not the
24 computer software that you use is able to -- let me
25 withdraw that question.

1 MR. SATTI: Can we take a bathroom break?

2 MR. NUOVO: Sure.

3 (Off the record at 11:20 a.m.)

4 (The record was resumed at 11:27 a.m.)

5 Q. BY MR. NUOVO: So we're back on the record,
6 and we're still looking at Exhibit No. 1. Okay, and
7 we're on page 18.

8 A. Um-hum.

9 Q. Is that -- okay. So the second paragraph
10 number (2) under Coverage A - Dwelling, A2, that's not
11 applicable to this policy; is that correct?

12 A. That is correct.

13 Q. Okay. So under section B, Coverage B -
14 Personal Property, on page 19 --

15 A. Um-hum.

16 Q. -- there's a B1 and a B2; is that correct?

17 A. That's correct.

18 Q. And which provision applies to Ms. Stimson's
19 policy?

20 A. I believe it's B2. No, she's got B1.

21 Q. Okay. What's the difference between B1 and
22 B2?

23 A. She's entitled to replacement cost benefits.
24 B2 is a Depreciated Loss Settlement.

25 Q. Okay. So you were not sure when I asked you

1 which it was, B1 or B2, and you had to double-check the
2 policy. It makes a big difference in evaluating the
3 claim whether it's under B1 or B2, doesn't it?

4 A. It does.

5 Q. Okay. So under B1, you're going to pay the
6 cost to repair or replace property; is that correct?

7 A. Yes. "Until repair or replacement is
8 completed, we will pay the actual cash value."

9 Q. Gotcha. But there's an exception, though,
10 for antiques; isn't that correct?

11 A. Yes.

12 Q. And under the B1 policy, (1)(b), it says, "We
13 will pay market value at the time of loss for:
14 antiques," and then there's a -- three categories there
15 listing of what it is?

16 A. Yes.

17 Q. Okay. So under those items there listed
18 in -- under (b), she would get the full replacement
19 cost regardless of whether or not she replaced it or
20 not?

21 A. For what?

22 Q. For any items that comes under that section
23 (b).

24 A. Provided, yes, that they are truly antiques,
25 fine arts, and -- and paintings and statuary and

1 similar articles.

2 Q. Well, the wording there is very important,
3 isn't it, under section (b), of what they will pay the
4 market value for at the time of loss?

5 A. Right.

6 Q. Okay. It talks about "antiques, fine arts,
7 paintings, statuary, and similar articles which by
8 their inherent nature cannot be replaced by new
9 articles"; is that correct?

10 A. Correct.

11 Q. So if there was a rug which was an antique or
12 one of a kind, that would be something that would come
13 under this section of antiques; is that correct?

14 A. Yes. Yes.

15 Q. Okay. And then, similarly, "articles whose
16 age or history contribute substantially to their value
17 including, but not limited to, memorabilia, souvenirs,
18 and collectors items," etc., that also would be paid at
19 the replacement cost value without going to A, B, C?

20 A. Market value, yes.

21 Q. Yes. And so, for example, a signed book
22 would come under that category?

23 A. Correct.

24 Q. Okay. Or an antique book?

25 A. Correct.

1 Q. Okay. And then other items, such as
2 "property not useful for its intended purpose"; is that
3 correct?

4 A. Yes.

5 Q. Okay. Now, under Coverage A, you understood
6 that Ms. Stimson had the old-style radiators?

7 A. Okay, yeah.

8 Q. Were you aware of that?

9 A. I don't recall the house specifically, no.

10 Q. Okay. Well, she ended up having -- putting
11 in a different heating system because the cost of
12 replacing the radiators was going to be much higher
13 than -- than downgrading to a forced hot air system,
14 which she has now. Are you aware of that?

15 A. We paid for what she had.

16 Q. I understand. Well, didn't you dispute the
17 new furnace that she had installed?

18 A. Dispute it?

19 Q. Yeah.

20 A. I don't recall disputing it.

21 Q. Okay. So you agree that that's something
22 that should have been fully covered, was the new
23 heating system?

24 A. I don't agree to that. Why would it need to
25 be?

1 Q. Replaced? Well, the whole heating system in
2 the house had to be replaced; you understand --

3 A. Right. We paid to repair or replace what was
4 damaged, yeah.

5 Q. Okay. And things like cabinets, if there's
6 one cabinet that's destroyed in the kitchen and you
7 can't get an exact match of that cabinet, would you
8 agree with me that then all the cabinets have to be
9 replaced so they're matching in the kitchen?

10 A. Not necessarily. We can have them
11 custom -- custom fabricated to match sometimes.

12 Q. Sometimes. But if you can't, then you have
13 to go with replacing all the cabinets so that they
14 match?

15 A. Generally.

16 Q. Okay. And they're supposed to be at the same
17 quality of the cabinets that are already there?

18 A. Yeah.

19 Q. Okay. Especially in this case, since she has
20 the A1 policy?

21 A. We would write it the same either way.

22 Q. Well, common --

23 A. They're evaluated the same.

24 Q. Okay.

25 A. What's paid is based on what the policy

1 allows for.

2 Q. Right. So we don't need to look at what B2
3 says, because that's not applicable to her policy?

4 A. Correct.

5 Q. Okay. Now, then we go to page 20, and this
6 is the Section I - Conditions?

7 A. Um-hum.

8 Q. Is that a "yes"?

9 A. Yes.

10 Q. Sorry. Just --

11 A. Sorry.

12 Q. -- just for the record.

13 A. Um-hum. Yes.

14 Q. While you were on break, did you have any
15 discussions about this deposition with Attorney Satti?

16 A. No.

17 Q. Okay. Now, Section I - Conditions, what does
18 that section cover, and what does it deal with?

19 A. It basically outlines obligations on both
20 parties.

21 Q. Okay. What do you see as your obligations
22 under the Section I - Conditions?

23 A. My obligation?

24 Q. Obligation of state farm.

25 A. Obligation of State Farm. That's a pretty

1 general question. What specifically are you --

2 Q. Well, after there's a loss, what do
3 you -- what are State Farm's immediate duties in
4 dealing with the loss?

5 A. That's not what is outlined here.

6 Q. Okay. So what is outlined here? That's what
7 I'm trying to find out, what you --

8 A. The policyholder's obligations and duties.

9 Q. Okay. So Section I - Conditions only deals
10 with what her duties are under the loss?

11 A. Not necessarily.

12 Q. Okay. What else --

13 A. Appraisal language talks -- speaks to both.

14 Q. Okay. So it does have duties that you're
15 required to take care of as well?

16 A. Correct.

17 Q. Okay. Now, are there any duties in here that
18 you feel that Ms. Stimson did not abide by?

19 A. No.

20 Q. Okay. What assistance did you give her or
21 explain to her that she could have from you in
22 determining what her property loss, personal -- sorry,
23 let me make sure I make this clear -- what her personal
24 property losses and making claim for that?

25 A. I'm not clear what your question is.

1 Q. Okay. Sure. So under this -- under Section
2 I - Conditions, (2) it says Your Duties After Loss, and
3 one of the things that it says there is: "prepare an
4 inventory of damaged or stolen personal property"?

5 A. Um-hum.

6 Q. Okay. That is a "yes"? Sorry.

7 A. Yes. Yup.

8 Q. And what assistance or instruction did you
9 give her in helping to -- for her to prepare that
10 damage or inventory?

11 A. All those conversations were directed towards
12 her public adjuster representing her.

13 Q. Sure. But what steps did you personally
14 take -- or not you, but what steps did State Farm take
15 to go in and inventory her property or damage? Did
16 they?

17 A. Her public adjuster did that.

18 Q. All right. I understand.

19 A. Which is very common.

20 Q. Yup. And my question is: Did State Farm
21 take any action? Did you go through and look at all
22 the -- and do an inventory as well?

23 A. No, because her public adjuster took on that
24 role, and we were working directly with them.

25 Q. I understand that. And so I guess the answer

1 to my question then is no, no one from State Farm went
2 and did an actual inventory in the house as well?

3 A. No. They had a vendor that was in -- brought
4 in to remove a lot of those contents and inventory a
5 lot of items and her public adjuster. We didn't see
6 a -- a need to do that.

7 Q. Perfect, okay. And so you took the
8 information and statements directly from Ms. Stimson's
9 public adjuster that he provided, and I believe he gave
10 you an Excel or more than one Excel spreadsheet as to
11 those property damages?

12 A. Yes.

13 Q. Okay. And what did you do with that Excel
14 spreadsheet?

15 A. We have a team that processes it, puts it
16 into a software where we can process that for the
17 policyholder.

18 Q. And the name of that software?

19 A. XactContents.

20 Q. Okay. And do you have any idea how
21 XactContents creates its values and lists?

22 A. Well, the value is based on the value
23 provided by the policyholder and submitted as part of
24 their inventory.

25 Q. And -- go ahead.

1 A. And we apply the age of the items that's
2 based on what the policyholder provides as well.

3 Q. And how is it determined like actual cash
4 value?

5 A. There is a -- there's a depreciation schedule
6 that Xactimate has.

7 Q. Okay. And is there anywhere in the policy
8 that it indicates how that depreciation schedule is
9 applied?

10 A. In Xactimate? No.

11 Q. No. In the policy, how you're going to apply
12 the depreciation schedule?

13 A. No.

14 Q. Okay. And so a light bulb, for example, is
15 there a depreciation value on a light bulb?

16 A. There is.

17 Q. Okay. If a light bulb was destroyed, how can
18 it be -- that there would be a depreciation value on
19 it?

20 A. Well, everything has a life expectancy, and
21 that's what it's based on.

22 Q. But I can't go out and buy a used light bulb;
23 there's no market for a used light bulb?

24 A. Correct.

25 Q. So is it appropriate in making your

1 evaluation of a light bulb to be valued at a
2 depreciated value, or is it -- shouldn't it be valued
3 at a replacement value?

4 MR. SATTI: Objection to the form. You
5 may answer it.

6 A. Everything has a depreciation on it.

7 Q. Do you know what Vermont law says
8 on -- regarding depreciation on things like light
9 bulbs?

10 A. Specifically to light bulbs?

11 Q. No.

12 A. No.

13 Q. Let's say TVs.

14 A. No.

15 Q. Okay. Isn't that an important issue when
16 you're deciding on how to value these items of whether
17 or not they should be replacement value or whether they
18 should be a depreciated value?

19 A. Are you suggesting nothing in Vermont can be
20 depreciated on contents?

21 Q. No, I'm not suggesting that. I'm suggesting
22 that there is case law determining whether -- what
23 things should be valued at replacement cost as opposed
24 to depreciated cost. There are certain items that, for
25 example, if you have a pair of underwear destroyed, are

1 you going to value that at what it would cost to
2 replace, or are you going to value it at a depreciated
3 value because it's been used for two years?

4 A. We would -- we would value it at what it's
5 depreciated at; and if the policyholder replaces it,
6 they get the replacement cost benefits of it.

7 Q. But isn't actual cash value supposed to be
8 what you could buy -- what that item is worth on the
9 open market?

10 A. No. That's what the -- that's what that
11 item's valued at today.

12 Q. Exactly. But the way you come up with a
13 value of what that item is valued at today is what you
14 could buy it used for on the market, correct?

15 A. Not necessarily.

16 Q. So do you know what actual cash value means?

17 A. It's -- as of -- do you want to read through
18 it in the policy here together?

19 Q. Sure.

20 A. Let's do that.

21 Q. Tell me where you're reading from.

22 A. Page 19.

23 Q. Okay. Hang on, let me get there. Okay,
24 what --

25 A. Coverage B - Personal Property.

1 Q. Yup.

2 A. Number (1).

3 Q. Yup.

4 A. B1 - Replacement Cost Loss Settlement.

5 Q. Yup.

6 A. Number (1): "until repair or replacement is
7 completed, we pay only the actual cash value of the
8 damaged property."

9 Q. Right. So where does it define what
10 actual -- my question to you before was actual cash
11 value.

12 MR. SATTI: What is the question?

13 Q. My question is: Where does it define actual
14 cash value?

15 A. Are you referring to Coverage A or Coverage
16 B?

17 Q. Right now we're talking about Coverage B.

18 A. It's not defined.

19 Q. Okay, thank you. So if it's not defined,
20 then would you agree with me that Vermont law in
21 determining actual cash value would be the appropriate
22 avenue for determining what actual cash value is?

23 MR. SATTI: Objection to the form. Don't
24 answer that. You're not here as an expert on
25 Vermont law. Don't answer it.

1 MR. NUOVO: I'm asking him -- okay,
2 you're instructing him not to answer my question?

3 MR. SATTI: On a question about what the
4 law in Vermont provides, yes, I am instructing him
5 not to answer that.

6 Q. BY MR. NUOVO: Are you required to know what
7 Vermont law is?

8 A. Yes.

9 Q. Okay. So can you answer questions about what
10 Vermont law says about actual cash value?

11 THE WITNESS: Mike?

12 Q. No, don't look to him. He's not objecting,
13 so you've got to answer the question.

14 A. What was the question?

15 MR. NUOVO: Could you read the question
16 back to me?

17 (The reporter read back.)

18 MR. SATTI: The same objection. He can
19 answer it to the extent he's able to.

20 A. As it pertains to this policy, I could answer
21 that. Otherwise, I'm not an attorney.

22 Q. Okay. So what -- do you know what Vermont
23 law says or case law says in determining how actual
24 cash value is --

25 A. Not off the top of my head.

1 Q. Do you think that's important to know when
2 you're adjusting a claim in Vermont?

3 A. Yes.

4 Q. Okay. Do you know whether Gary knows? Mr.
5 Pelletier?

6 A. Yes.

7 Q. Does he know what Vermont law cites?

8 A. Again -- well, strike that. I can't speak
9 for Gary.

10 Q. Okay. Have you ever checked to make sure
11 that Gary is checking Vermont law or otherwise to
12 determine how actual cash value is determined under
13 Vermont law?

14 A. We've applied it according to the terms and
15 the conditions of the policy.

16 Q. Okay. But you agree with me that the terms
17 and the conditions of the policy have to be applied as
18 required under Vermont law?

19 A. Yes.

20 Q. Okay. This policy is subject to Vermont law?

21 A. Yes.

22 Q. Okay. And you also understand that any
23 policy issued, if there's any confusion, that the -- in
24 the policy, that the benefit goes to the insured as
25 opposed to state farm?

1 MR. SATTI: Objection to the form. You
2 may answer.

3 A. That's -- that's a general question. You're
4 asking me to --

5 Q. Yeah.

6 A. -- make a blanket comment.

7 Q. Well, do you know that Vermont law states
8 that if there's an ambiguity in the policy, and it can
9 be read two ways, that you have to read it to benefit
10 the insured?

11 MR. SATTI: The same objection. You can
12 answer it.

13 A. Define what the ambiguity is. You're asking
14 for a specific -- you're asking me a specific answer on
15 an ambiguous question.

16 Q. I don't think it's an ambiguous question. If
17 there's an ambiguity -- the law is pretty clear on
18 this, so I'm confused as to why you don't understand
19 it. So I'll ask it again.

20 If there's a provision in a policy that is
21 ambiguous or can be read in two different ways, that
22 you have to interpret the policy in favor of the
23 insured? Do you agree with that statement; yes or no?

24 MR. SATTI: Objection to the form. He
25 can answer it if he's able to.

1 A. I'm not able to answer that.

2 Q. Okay, that's perfect. Thank you.

3 Now, does actual cash value actually apply to
4 Coverage A?

5 A. Yes.

6 MR. SATTI: Just keep your voice up a
7 little bit.

8 THE WITNESS: Sorry.

9 A. Yes.

10 Q. Okay. Now, you understand that State
11 Farm -- well, let me back up. If I have a contractor
12 who's able to do the repairs, it's State Farm's policy
13 that they will pay the contractor to do the work and
14 consider that to be satisfaction of actually having the
15 work or repair done?

16 MR. SATTI: Objection to the form. You
17 can answer it.

18 A. What was the first part of that? "If you
19 have"?

20 Q. So I've got a contractor.

21 A. Um-hum.

22 Q. My house is damaged, \$100,000, okay? The
23 contractor says it's going to cost me \$100,000 to fix
24 this parcel. State Farm's policy is that we will
25 approve the \$100,000 before the actual work is done to

1 give to that contractor to do the work?

2 A. No.

3 Q. So --

4 A. Where is -- what's that \$100,000 based on?

5 Is that just a contractor's own --

6 Q. No, no, everybody agrees, it's going to cost
7 \$100,000 to fix the house. There's no dispute, okay?

8 A. Okay.

9 Q. And the contractor says, look, here's -- it's
10 going to cost 100,000. You do a review, and you say
11 yup, 100,000 looks good.

12 A. Um-hum.

13 Q. So that person doesn't have to pay -- the
14 homeowner doesn't have to pay that contractor \$100,000,
15 have the actual work done, before State Farm will
16 approve the \$100,000 to go to the contractor, correct?

17 A. If the terms in the documentation is
18 acceptable to us --

19 Q. Right.

20 A. -- we may consider that.

21 Q. Okay. It's actually one of the -- well, I'll
22 get back to that.

23 Now, let's go to page 21. Section 4 deals
24 with Appraisal?

25 A. Yes.

1 Q. Now, you agree with me that the provision for
2 appraisal in Vermont is different than the provisions
3 for appraisals necessarily in other states?

4 MR. SATTI: Objection to the form.

5 A. They vary --

6 Q. Okay.

7 A. -- from state to state.

8 Q. Right. And the appraisal process you have to
9 go by in this case is the language that's in this
10 policy here?

11 A. Um-hum.

12 Q. Is that a correct statement?

13 A. Yes.

14 Q. Yes, okay. So under the Appraisal language,
15 it says: "If you and we fail to agree on the amount of
16 loss, that amount of loss will be set by appraisal if
17 you and we agree to appraisal"; is that correct?

18 A. Correct.

19 Q. Okay. Now, in this case, State Farm sent out
20 a -- well, why don't we do this, tell me what's your
21 understanding of how the appraisal process in Vermont
22 is supposed to work.

23 A. Well, we had made attempts with her
24 contractor to come to a resolution on the differences
25 in our estimate.

1 Q. So it's your statement under oath that
2 someone from your office contacted Matt Blanc to
3 discuss the differences between your value of what it
4 would cost to repair --

5 A. Yes.

6 Q. -- as to his?

7 A. That's my understanding. And in that
8 process, the contractor -- I believe you said it was
9 LeBlanc?

10 Q. LeBlanc. No, yeah, LeBlanc -- Blanc &
11 Bailey.

12 A. Blanc & Bailey.

13 Q. Yeah.

14 A. Responded with an additional estimate that
15 was \$140,000 more than where we started.

16 Q. And you understand that when that estimate
17 came out, he had actually gone -- some of the stuff had
18 been removed, and they noticed other items that needed
19 to be fixed as a result of the fire?

20 MR. SATTI: Objection to the form. You
21 may answer it.

22 A. What specifically was removed?

23 Q. Well, the property had been cleaned up.
24 There had been -- the water had been pumped out. They
25 were now getting in there. They had to tear out the

1 walls in order to see certain things. So his estimate
2 was now -- that he changed his estimate based on the
3 fact of what he actually saw on the ground.

4 A. Okay.

5 Q. Were you made aware of that?

6 A. Was I made aware of the fact that his
7 \$140,000 estimate -- his increase in \$140,000 did not
8 clarify any specifics as to why that number went up.

9 Q. So wouldn't you have known that, though, if
10 you talked to him?

11 A. Again, Gary Pelletier is my claim
12 representative.

13 Q. Okay.

14 A. And he was working through his public
15 adjuster -- her public adjuster as well.

16 Q. But you're supposed to specifically have a
17 conversation, wouldn't you agree, with the contractor?

18 MR. SATTI: Objection to the form.

19 A. Again, I did not have that conversation.

20 Q. Okay. But you would agree with me that
21 you're specifically supposed to -- before you go to
22 appraisal, that you're specifically supposed to have a
23 conversation with the contractor to see if you can work
24 out an agreement as to the -- what is required under
25 the policy and what you will pay for?

1 A. My understanding is Gary had that
2 conversation.

3 Q. Okay. And if he had that conversation, it's
4 required to be documented in the file -- in the claims
5 file?

6 A. It should be in the file.

7 Q. Okay. And if it's not, you would agree with
8 me that that conversation did not take place?

9 MR. SATTI: Objection to the form.

10 A. I would not agree to that.

11 Q. But it's State Farm policy to make sure that
12 conversations like that --

13 A. It should be in there.

14 Q. Okay. So what other things are supposed to
15 happen before you go to appraisal? What is your
16 understanding of what's the whole process; how does it
17 go forward?

18 A. Well, it says: You -- "If you and we fail to
19 agree on the amount of loss" -- which we did. Our
20 figure was X, and their figure was Y and then Z. "--
21 the amount of loss will be set by" ... if you and I --
22 if we agree to appraisal.

23 So we reached out, and we sent an appraisal
24 letter to Ms. Stimson's representative, and her
25 representative agreed to appraisal.

1 Q. Okay. So in your letter, you actually
2 demanded an appraisal?

3 A. It's an appraisal demand letter, yes.

4 Q. Okay. But the policy doesn't allow you to
5 demand an appraisal, does it?

6 MR. SATTI: Objection to the form. You
7 may answer it.

8 A. It's an appraisal demand letter.

9 Q. Okay. But in this policy -- some states you
10 can demand an appraisal, correct? Do you know that?

11 MR. SATTI: Objection to the form.

12 A. Again, every -- every state's different.

13 Q. Okay. In Vermont, under this policy, you're
14 not -- one party by itself cannot demand an appraisal;
15 is that correct?

16 MR. SATTI: Objection to the form.

17 A. We requested appraisal through her public
18 adjuster. He agreed.

19 Q. That's not my question. My question is:
20 Under this policy, a party, a single party, neither the
21 insured nor the State Farm, can demand that the other
22 party participate in appraisal; is that a fair
23 statement?

24 MR. SATTI: Objection to -- objection to
25 the form. You can answer it.

1 A. Can you repeat the question?

2 Q. Sure.

3 MR. NUOVO: Can you read the question
4 back, Darlene?

5 (The reporter read back.)

6 THE WITNESS: I'm sorry, can you repeat
7 that?

8 THE REPORTER: "Q. My question is:
9 Under this policy, a party, a single party,
10 neither the insured nor the State Farm, can demand
11 that the other party participate in appraisal; is
12 that a fair statement?"

13 A. Again, it's -- it's a form letter that was
14 sent out, and that's the manner it was written in.

15 Q. I understand. But that still doesn't answer
16 my question, which is whether or not one party has the
17 right under this policy to demand that the other party
18 participate in appraisal?

19 A. I can't answer that.

20 Q. Well, doesn't it say "you and we" agree to
21 appraisal?

22 A. Yes.

23 Q. And it's connected by "and" as opposed to
24 "or"?

25 A. Well, we did agree to appraisal.

1 Q. Not my question, okay? My question states
2 that it -- the policy specifically says that both
3 parties must agree to the appraisal in order for it to
4 go forward?

5 A. Correct. And they did.

6 Q. Okay. But not -- one party cannot demand
7 that the other party participate in appraisal?

8 MR. SATTI: The same objection to the
9 form. You can answer it again.

10 A. I guess as you're reading it, no.

11 Q. Okay. So just to be clear, State Farm, under
12 the policy, singularly could not demand that the other
13 party participate in appraisal; both parties had to
14 agree?

15 A. Which they did.

16 Q. I -- that's not my question. Answer the
17 question.

18 MR. SATTI: He did.

19 MR. NUOVO: No, he didn't.

20 MR. SATTI: You can ask him a follow-up.
21 He answered it. You may not like his answer, but
22 he answered it.

23 MR. NUOVO: No, it's not -- because I
24 didn't ask him about the --

25 MR. SATTI: It's about the third time you

1 asked him the same question, but keep going.

2 MR. NUOVO: Go ahead, you can read that
3 question back for us.

4 THE REPORTER: "Q. So just to be clear,
5 State Farm, under the policy, singularly could not
6 demand that the other party participate in
7 appraisal; both parties had to agree?"

8 Q. BY MR. NUOVO: It's a yes or no question.

9 A. It was a request for appraisal --

10 Q. It's a yes or no --

11 A. -- using the word demand.

12 Q. It's a yes or no question.

13 MR. SATTI: No, he doesn't have to say
14 that. He can answer it any way he wants.

15 A. That's my answer.

16 Q. Okay, fine. We'll take that up later.

17 Now, what's the timing for the appraisal
18 process? How's that supposed to work?

19 A. We submit our estimate and our -- we outline
20 specific areas of disagreement. Named our appraiser.
21 The -- the other party has to identify an appraiser
22 within 20 days of written agreement to appraisal, and
23 they submit their proofs. They provide their appraiser
24 their proofs. And the two appraisers interact with
25 each other to come to an understanding or an agreement

1 as to the value of the repairs.

2 Q. And how much time do they have to come up
3 with that agreement?

4 A. We don't have oversight over the appraisal
5 process or the appraiser. It's between their two
6 schedules and the timeline that it takes for him to go
7 through that process.

8 Q. So it says in the policy, under section (c),
9 it says, "If the two appraisers fail to agree upon the
10 amount of the loss within 30 days," and then there's a
11 provision in there, "unless the period of time is
12 extended by mutual agreement, they will select a
13 competent, disinterested umpire and will submit their
14 differences to the umpire." Do you see that?

15 A. I see that.

16 Q. Okay. Do you know whether or not there is a
17 document that says that there was a mutual agreement to
18 extend the 30 days?

19 A. I'm not aware of a document that says that
20 there was no mutual agreement.

21 Q. Okay. But this says that there -- don't you
22 think you should have something from the insured saying
23 that we mutually agree to extend the time?

24 MR. SATTI: Objection to the form. He
25 may answer it.

1 A. I believe that question refers between the
2 two appraisers.

3 Q. No, it says if -- "unless the period of time
4 is extended by mutual agreement." Do you know whether
5 or not there was ever a mutual agreement as to
6 extending the time?

7 A. Between the two appraisers?

8 Q. Between anybody.

9 A. Well, this, to me, references the appraisers
10 having a mutual agreement needing more time.

11 Q. And do you know whether or not there is any
12 documentation as to them agreeing to extend the time?

13 A. We don't have -- I don't have oversight on
14 the appraiser. Therefore, I don't know.

15 Q. Okay. Do you know whether or not you
16 communicated to your appraiser the provision that they
17 had to come to an agreement within 30 days?

18 MR. SATTI: Objection to the form. You
19 can answer it.

20 A. Specifically I don't direct them on how to do
21 the appraisal process.

22 Q. Well, aren't they supposed to follow the
23 appraisal process that's in the policy?

24 A. I would trust that they would follow the
25 requirements of an appraiser.

1 Q. Do you know whether or not they were given a
2 -- your appraiser was given a copy of this policy so he
3 would know the requirements for the appraisal
4 process?

5 A. As him being the appraiser, I anticipate that
6 he understands the timelines involved to fulfill his
7 obligations.

8 Q. Well, appraisers are supposed to be people
9 who are not retained by State Farm on other projects or
10 have any connection to this project; they're supposed
11 to be independent? Is that a fair statement?

12 MR. SATTI: Objection to the form.

13 A. Yes.

14 Q. I'll rephrase it, because there was an
15 objection. Appraisers are supposed to be independent?

16 A. Yes.

17 Q. Okay. So how is an appraiser who's selected
18 by State Farm supposed to know the requirements of the
19 appraisal if they aren't given a copy of the insurance
20 policy showing what their requirements are?

21 A. I can't speak to why an appraiser is supposed
22 to know -- I mean, they have their own licensing that
23 they're required to adhere to certain timelines and
24 obligations as part of their duties.

25 Q. Well, aren't they required to also follow the

1 timelines and requirements that are in the policy?

2 A. Correct.

3 Q. Okay, thank you. Now, it says -- do you know
4 whether or not there was a signed agreement that
5 detailed what was supposed to go to appraisal?

6 A. A signed agreement between who?

7 Q. Between State Farm and Ms. Stimson.

8 A. We provided our appraiser with an
9 appraisal -- copies of the -- copies of the estimates
10 and an assignment letter.

11 Q. Okay. So, you admit that you sent them a
12 copy of your -- how you appraised the property?

13 A. Correct.

14 Q. So the appraiser didn't do -- you don't know
15 whether or not that appraiser did an independent
16 estimate of what these costs were on his own?

17 MR. SATTI: Objection to the form. You
18 may answer it.

19 A. I believe the two parties came together to
20 complete an agreed-upon estimate.

21 Q. Right. But why are you sending a copy of
22 your estimate to the appraiser if the appraiser's just
23 supposed to be doing an independent analysis of what it
24 would cost to reconstruct this policy -- this property
25 within the terms of the policy?

1 A. Because that's the value of the repairs that
2 we believe the value to be, and they take into account
3 Ms. Stimson's appraisal -- appraiser, who I would
4 imagine brought his estimate into the conversation as
5 to what their opinion is as to repairs -- the repair
6 costs are.

7 Q. Let's take a look at Exhibit No. 6. What is
8 Exhibit No. 6?

9 A. It's a letter to Ms. Stimson.

10 Q. Okay. And who wrote this letter?

11 MR. NUOVO: Which letter did I give you?
12 Did I give you --

13 MR. SATTI: May 11, 2023.

14 MR. NUOVO: Okay. I just wanted to make
15 sure we were looking at the same exhibit.

16 A. Gary Pelletier.

17 Q. Okay. So this letter is State Farm's request
18 for appraisal; is that your understanding?

19 A. Correct. It's not a demand.

20 Q. Look at page 3 of the letter.

21 A. Okay.

22 Q. So read back for me the first full paragraph
23 on that.

24 A. "State Farm hereby"? "... demands an
25 appraisal and has selected Patrick Young of Fort Orange

1 Claim Service ... as a qualified, disinterested
2 appraiser."

3 Q. Continue on to the next paragraph.

4 A. "Also, pursuant to said terms of the policy"

5 --

6 (Reporter clarification.)

7 MR. SATTI: You can read it. You just
8 have to go a little slower in reading the
9 document.

10 THE WITNESS: Sure.

11 A. "Also, pursuant to said terms of the policy,
12 you are required to select a qualified, disinterested
13 appraiser and are required to notify us of such a
14 selection within twenty (20) days of receipt of this
15 letter."

16 Q. Okay. So it does demand an appraisal?

17 MR. SATTI: Objection to the form. You
18 can answer it.

19 A. That's the way it's written.

20 Q. Okay. And it also uses the word that she's
21 "required" to select a qualified, disinterested
22 appraiser as well, doesn't it?

23 A. Pursuant to the terms of the policy.

24 Q. No, it doesn't -- I'm asking what it says in
25 the letter.

1 A. It says, "Also, pursuant to said terms of
2 policy, you are required to select a qualified,
3 disinterested appraiser."

4 Q. But she was not required to do that, nor was
5 she -- did you have the right to demand that she
6 appraise; you had the right to request that she agree
7 to appraisal?

8 MR. SATTI: Objection to the form.

9 A. To which her public adjuster agreed to the
10 appraisal and the requirement to select a qualified,
11 disinterested appraiser as per the policy.

12 Q. Did he agree as of May 11th?

13 A. I'm sorry?

14 Q. Well, this letter is written May 11th.

15 A. Um-hum.

16 Q. There's no agreement prior to May 11th with
17 anyone on Ms. Stimson's side when you tell them that
18 you're demanding an appraisal?

19 A. Well, this letter is to notify them that
20 we're requesting appraisal.

21 Q. Does it use the word "request," or does it
22 say "demand"?

23 A. In this particular section of the letter, it
24 says demand.

25 Q. Okay. And you'd agree with me that the

1 policy does not allow you to demand an appraisal?

2 MR. SATTI: Objection to the form.

3 A. That is not the way the policy states.

4 Q. Doesn't it --

5 A. It's a typo.

6 Q. What's a typo?

7 A. The demand.

8 Q. Okay.

9 A. It should say request.

10 Q. Now, let's go back one page beforehand.

11 We're going to go to page 2. The first full paragraph
12 says, "Additionally, appraisal is limited to damages
13 sustained from this loss"?

14 A. Um-hum.

15 Q. Correct?

16 A. Correct.

17 Q. Okay. And then it goes, "therefore, not
18 included in appraisal"; do you understand that?

19 A. Yes.

20 Q. What does that mean?

21 A. Not part of the appraisal or the unrelated
22 damages to the structure.

23 Q. Okay. So anything listed in this first
24 paragraph here did not go to the appraisers?

25 MR. SATTI: Objection to the form. You

1 may answer it.

2 A. Non -- correct.

3 Q. Okay. So your determination as to what was,
4 you know, the non -- you claim non-fire damages to the
5 roof repair, that was not included in this appraisal?

6 A. Correct. It's not related to the loss.

7 Q. Well, that's your opinion it's not related to
8 the loss?

9 A. Correct.

10 Q. Okay.

11 A. It also wasn't in the public adjuster's
12 estimate anywhere.

13 Q. But you understand that there's a dispute
14 between Ms. Stimson and Mr. Blanc has indicated that
15 that is related?

16 MR. SATTI: Objection to the form.

17 A. It was never brought to our attention.

18 Q. Well, then why are you saying that -- why, if
19 it was never brought to your attention, why is it even
20 in this letter?

21 A. Because we had a conversation with the public
22 adjuster about that portion of the claim.

23 Q. Okay. So it was claimed?

24 MR. SATTI: What was claimed?

25 Q. The roof repair was claimed by Ms. Stimson?

1 A. It was never in his estimate.

2 Q. Okay. But your letter here is saying that
3 that -- any costs related to roof repair is not going
4 to be decided by the appraiser?

5 MR. SATTI: Objection to the form. You
6 may answer it.

7 A. Correct. Because it was not related to the
8 fire.

9 Q. Okay.

10 A. There was no fire damage anywhere near the
11 roof.

12 Q. Okay. "Excavation and foundation repair to
13 the bowed out section of the rear elevation," that
14 was -- we talked about that, and you're saying that's
15 completely excluded?

16 A. Yes.

17 Q. And that's not covered under the appraisal
18 process?

19 A. Correct. Because it's not related to the
20 loss.

21 Q. Right. But that's your opinion that it's not
22 related to the loss; Ms. Stimson disputes you on that.
23 Is that correct?

24 MR. SATTI: Objection to the form.

25 Objection to the form. You can answer it.

1 Q. Ms. Stimson -- you can answer it.

2 MR. SATTI: Objection to the form.

3 A. What was the question?

4 MR. SATTI: If you know what she
5 disputes.

6 A. I don't know -- she -- that's
7 never -- what's -- what specifically is your question?

8 Q. Well, my question here is that it says in
9 this letter --

10 A. Yeah.

11 Q. -- that "excavation and foundation repair to
12 the bowed out section of the rear elevation" --

13 A. Right.

14 Q. -- is excluded from appraisal?

15 A. Correct. Because it's not covered.

16 Q. Because it's been denied?

17 A. Correct.

18 Q. Okay. And you're only going to deny it if
19 they made a claim for it; you're not going to go out
20 denying things where no claim is made for that item,
21 correct?

22 A. We identified areas of the structure that
23 were compromised prior to the loss, and we wanted to be
24 clear that those areas were not covered.

25 Q. So it's in this letter because you want to

1 make -- because she's made a claim for it, and you're
2 denying it?

3 MR. SATTI: Objection do the form. You
4 can answer it.

5 A. Yes.

6 Q. Okay. So "exterior porch repair," you deny
7 it; she was claiming it?

8 MR. SATTI: Objection to the form.

9 A. Yes.

10 Q. And that was not part of the appraisal?

11 A. No.

12 Q. Okay. "Demolition of the interior that is
13 being handled by a separate contractor," that was
14 denied; is that correct?

15 A. No.

16 Q. It says right here, right after "interior
17 porch repair," "demolition of interior that is being
18 handled by a separate contractor."

19 A. Demolition of interior -- I don't recall what
20 that was referencing.

21 Q. Okay. But that's not part of the appraisal,
22 is it?

23 A. No.

24 Q. Okay. And it's something -- a claim that she
25 made that you denied?

1 MR. SATTI: Objection to the form. You
2 may answer it.

3 Q. Correct?

4 A. I'm not sure if we denied it or whether it
5 was paid separately.

6 Q. Okay. "Additional framing to remodel"
7 -- okay, so we're clear, if it was paid separately,
8 it's still not part of the appraisal process?

9 A. Correct.

10 Q. Okay. "Additional framing to remodel kitchen
11 area"?

12 A. Correct.

13 Q. That was not covered?

14 A. No, betterments -- if she's making
15 improvements on the property, they're not covered.

16 Q. Well, you understand that she removed what
17 was the kitchen because -- in order to reduce the cost
18 of the overall construction?

19 MR. SATTI: Objection to the form.

20 A. I don't know that.

21 Q. You know that there was -- the kitchen was on
22 the uphill side of her property? You don't -- didn't
23 know that?

24 A. We -- we wrote -- we wrote an estimate based
25 on what she had. What she was choosing to do

1 differently beyond what was related to the fire is not
2 part of the equation.

3 Q. Well, if I decide to -- that it's going to
4 cost too much to repair the old kitchen and that
5 section has to be torn down because it's destroyed,
6 can't I just use that -- and now it's going to cost
7 cheaper to put in a kitchen where I used to have a
8 living room, isn't that covered?

9 A. The loss is covered.

10 Q. Yeah.

11 A. We owe for what she had. What she chooses to
12 do with that -- and that's an opinion as to whether or
13 not it's cheaper or not -- I can't -- I can't answer
14 for that.

15 Q. Okay. But that was not covered in the
16 appraisal?

17 MR. SATTI: Objection to the form.

18 A. Upgrades and changes? No, it --

19 Q. No, "additional framing to" --

20 MR. SATTI: Let him finish his answer,
21 please.

22 Q. -- "remodel kitchen area."

23 A. No, we would --

24 MR. SATTI: You can finish your answer.
25 Don't let him interrupt you again.

1 A. Making modifications to the floor plan are
2 not covered.

3 Q. Okay.

4 A. We owe her for what she had.

5 Q. So you're saying that a person -- if it's
6 cheaper to tear out a wall, because they had to tear it
7 down to the studs, instead of replacing the wall, that
8 you won't pay for that?

9 A. We already paid for it. What she's
10 doing -- what she's choosing to do differently is on
11 her. That's up to her. We're not party to that.
12 We're only interested in what was damage from the fire.
13 We put back the way it was built prior to the fire.
14 Now, if she elects to make some changes and it happens
15 to be less, then we don't have a problem with that. If
16 she's looking for us to pay for the upgraded costs,
17 then yes, those are not covered.

18 Q. Okay. So if a change actually reduces the
19 cost, you would agree with me that that would be
20 covered?

21 MR. SATTI: Objection to the form of the
22 question.

23 A. That's an improper question. We don't cover
24 changes. We pay for what was damaged.

25 Q. I understand that.

1 A. If her costs happen to be less because she
2 chooses to make some modifications to save money, we
3 have paid what we owed, so there's -- we wouldn't be
4 interested in recovering back the decrease in cost.
5 I'm not -- I'm not following your question.

6 Q. Yeah, obviously. But we don't need to
7 argue -- go any further.

8 "Framing to non-covered bowed out rear
9 elevation framing," that was not part of the appraisal
10 process; is that correct?

11 A. Correct.

12 Q. Okay. "Tile flooring and shower tile that
13 was not existing in the fire"?

14 MR. SATTI: "Not existing in the fire"?

15 MR. NUOVO: Yup, that's what it says.

16 A. Not existing -- tile floor -- tile flooring
17 and shower that was not existing. Yeah, I believe she
18 didn't have it or it wasn't damaged in the fire.

19 Q. Okay. And so that would not have been part
20 of the appraisal; is that correct?

21 A. Correct.

22 Q. Okay. Now, here we have "upgrade from the
23 existing heating system"?

24 A. Correct.

25 Q. Do you know what that relates to?

1 A. Correct. We paid for the heating system
2 repairs or the replacement that she had.

3 Q. Right.

4 A. And if she was looking to make improvements
5 on the efficiency or quality of the heating system,
6 then those are not covered.

7 Q. So if it would have cost her \$20,000 to put
8 in the type -- repair and replace the heating system
9 that she had?

10 A. Um-hum.

11 Q. But it only cost her \$15,000 to put in the
12 forced hot air, would you agree with me that the 15,000
13 would be covered?

14 A. 20,000 was covered, so yes.

15 Q. Okay. But only -- she only used 15,000?

16 A. We don't care.

17 Q. Right. So that whole thing would have been
18 covered if it was less than doing the work to replace
19 everything as it had been exactly?

20 A. It's covered up to what we paid for.

21 Q. Okay. So you would agree with me that the
22 quote/unquote "upgrade from existing heating system"
23 was something that was in dispute, and that was not
24 part of the appraisal?

25 A. Well, no, because she has -- State Farm's

1 estimate, okay, for the HVAC system in that house was
2 15,839.67. You just indicated that it cost \$15,000.

3 Q. No, I did not indicate. I said an example.
4 I gave you an example.

5 A. All right. So State Farm's estimate was
6 15,969.63 for the heating system in that house. Her
7 public adjuster's estimate was 18,956.41. Blanc &
8 Bailey, 98,000. That's why, in part --

9 Q. I think you read it wrong, but that's okay.

10 A. Oh, I'm sorry, 106,000, thank you, 250. So
11 yes, we had some concerns with an upgraded heating
12 system for \$106,000 that Blanc & Bailey was charging
13 Ms. Stimson.

14 Q. Okay. And do you know what that \$106,000
15 included?

16 A. No. Because the detail of Blanc & Bailey's
17 estimate was limited to a spreadsheet.

18 Q. Okay. And -- all right, good. "Spray foam
19 insulation and a request to break out of appliances in
20 estimate" that were covered under -- let's break this
21 out. "Spray foam insulation"?

22 A. Um-hum.

23 Q. Why is that -- that was not part of the
24 coverage?

25 A. That's not what she had in the house.

1 Q. Okay. So if I had -- you know, an old house
2 might have horsehair and other items in the insulation,
3 correct? You're aware of some houses that have that
4 kind of --

5 A. Yes, I guess.

6 Q. Okay. And that insulation is damaged due to
7 smoke. And you understand in this house that all the
8 insulation was damaged by smoke; it was torn down to
9 the studs?

10 A. Yeah, we paid for that all.

11 MR. SATTI: Objection to the form.

12 Q. Right.

13 A. Um-hum.

14 Q. So you have to reinsulate that using what is
15 common practice -- using standard in the industry at
16 this time, correct? You're not going to go back and
17 try to get horsehair and put it back the way it was?

18 A. No, but batt insulation is industry available
19 and standard.

20 Q. Okay. But spray foam insulation is also part
21 of industry standard?

22 A. I mean, it's an available product out
23 there.

24 Q. Okay. And it's recommended?

25 A. By who?

1 Q. Builders.

2 A. So is batt insulation.

3 Q. Okay.

4 A. And -- and wool.

5 Q. Okay.

6 A. There's different forms of insulation, but we
7 paid for what she had.

8 Q. Right. But my point is that that is not part
9 of the appraisal?

10 A. Yes, it is.

11 Q. Well, you just put it up here, The "appraisal
12 is limited to damages sustained from this loss,
13 therefore, not included in appraisal is the appraising
14 of any non-related fire damages." And then that is
15 listed in here --

16 A. Right.

17 Q. -- "spray form insulation."

18 A. No, it says, "upgrade from existing heating
19 system, spray foam insulation," okay? Upgrade to spray
20 foam insulation.

21 Q. No, it does not say that.

22 A. Yes, it does.

23 Q. It says, "upgrade to existing heating system"
24 comma?

25 A. Comma, "spray foam insulation" --

1 Q. "And"?

2 A. -- and, right, an upgrade to both of those.

3 MR. SATTI: For the record, would you
4 just indicate what page you're reading from?

5 THE WITNESS: I'm reading from page 2 of
6 the letter that Mr. Nuovo was just referencing.

7 Q. So your opinion is that the upgrade applies
8 to both "existing heating system" and "spray foam
9 insulation"?

10 A. Correct.

11 Q. Okay. All right. Not that way I read
12 English, but okay.

13 And your reason for denying the personal
14 property -- the appliances is because that's supposed
15 to come under personal property; is that correct?

16 A. We weren't denying personal property, we were
17 just allocating it to the correct coverage.

18 Q. Right. So it wouldn't come under
19 appraisal -- this appraisal, because it was
20 under -- should have been under personal property as
21 opposed to --

22 A. Correct.

23 Q. -- the appraisal?

24 So then you list Specific Areas of Dispute;
25 do you see that?

1 A. Yes.

2 Q. Okay. Now, this is the -- do you know of any
3 document that was signed by anyone, either on Ms.
4 Stimson's side and State Farm's side, which said these
5 are the issues that we are going to decide in
6 appraisal?

7 A. No. According to the Appraisal language, it
8 states that "The party requesting appraisal" -- which
9 is us -- "must provide the other party with written,
10 itemized documentation of a specific dispute as to the
11 amount of the loss, identifying separately each item
12 being disputed," which is the basis for why this was
13 outlined.

14 Q. Exactly. So only the issues listed on this
15 list were able to be decided at appraisal?

16 A. No.

17 Q. Any -- anything not on this list --

18 A. There's not inaccurate.

19 Q. Why?

20 A. These are the items that we disputed.

21 Q. Yes.

22 A. The other items were not in dispute, but they
23 were also included in the appraisal.

24 Q. How can items that are not in dispute be
25 included in appraisal if they're not listed on here?

1 A. Because we were trying to establish the total
2 cost of repairs, including disputed and non-disputed
3 items that make up the total cost of repairs.

4 Q. But you understand that only the items
5 listed -- these are the only items listed in your
6 letter?

7 A. Yes. The other items we're not disputing.
8 We're in agreement.

9 Q. So they wouldn't go to appraisal if they're
10 not in dispute?

11 MR. SATTI: Objection to the form. You
12 can answer it.

13 A. We agreed to those items; therefore, yes,
14 we're not disputing those. These were the items and
15 the areas we were disputing that made the
16 appraisal -- that formed -- that formed the basis for
17 the appraisal.

18 Q. Right. So only the items listed on this
19 sheet, Specific Areas of Dispute, are the only things
20 that the appraisers were supposed to consider?

21 A. These are the items that we outlined as areas
22 that we disagreed with that they were to focus on.

23 Q. Yes. And that's it?

24 MR. SATTI: Objection to the form. You
25 can answer it.

1 Q. They weren't --

2 MR. SATTI: You can answer it however
3 many times he asks you.

4 A. I'm -- I'm not aware of what Ms. Stimson's
5 appraiser presented to their appraisal -- appraiser.

6 Q. Doesn't the policy say that there has to be a
7 written agreement between you if there's -- of what is
8 going to be covered in the appraisal?

9 MR. SATTI: Objection to the form. You
10 can answer that.

11 A. Her public adjuster replied that they agreed
12 to appraisal.

13 Q. Correct.

14 A. Assuming they're agreeing to the terms that
15 we outlined here that we disagree upon.

16 Q. And he did not provide you with a list of
17 anything else that they wanted covered under the
18 appraisal?

19 A. They did not provide us with a list of
20 anything else they disputed.

21 Q. My question to you, again, is: They did not
22 provide you with a list of anything else that was
23 supposed to be covered under appraisal?

24 A. They wouldn't have -- they would provide that
25 to the appraiser, not to State Farm.

1 Q. Okay. But the agreement states that you have
2 to lay out beforehand, before it goes to appraisal,
3 what is going to be appraised?

4 A. We did.

5 Q. Right. You did.

6 A. Right.

7 Q. And these are only items then that should
8 have been considered by the appraisers?

9 MR. SATTI: Objection to the form. You
10 can answer it.

11 A. These are the items that we disagreed with in
12 establishing the value of the repairs.

13 Q. Understood.

14 A. So they took into account -- if you read the
15 appraisal award that was signed by both parties, it
16 indicates what specifically they were evaluating.

17 Q. Does that -- that appraisal award just has
18 a -- it's almost 12:30. We'll come back. This is a
19 good place to stop, okay?

20 MR. NUOVO: So it's 12:30. So we're
21 going to take a break for a half hour.

22 THE WITNESS: Okay.

23 MR. NUOVO: And we can meet back here.

24 (Off the record at 12:29 p.m.)

25 (Back on the record at 1:21 p.m.)

1 Q. BY MR. NUOVO: Did you talk about the
2 deposition at all during lunch?

3 A. No.

4 Q. Okay. The content of the case or anything
5 else like that?

6 A. No. Just the comfort level of the chairs.

7 Q. So we were just looking at -- talking about
8 Appraisal.

9 A. Yes.

10 Q. And we had gone through Exhibit No. 6.

11 A. Yes.

12 Q. And then I -- go to page 3 of that document,
13 if you will.

14 A. Okay.

15 Q. And there you list -- basically that's a
16 cut-and-paste I assume from the policy; is that
17 correct?

18 A. Of the Appraisal section?

19 Q. That says "Conditions" --

20 A. Policy language?

21 Q. Yes.

22 A. It should be, yes.

23 Q. So let's go back to the policy. We'll go
24 back to Exhibit No. 1. And I believe we were on page
25 21, if I'm guessing correctly. Yes, page 21. Now, at

1 the bottom of 4(b) on page 21?

2 A. Um-hum.

3 Q. Are you looking to compare to see whether the
4 two are identical from the letter and the policy?

5 A. Is that what you're asking me to do?

6 Q. No, I did not. That's what it looks like
7 you're doing, though. I'm asking you about -- I'm
8 going back to Exhibit 1, the policy.

9 A. Exhibit 1, the policy, okay.

10 Q. Yup. And we're on page 21.

11 A. Yup.

12 Q. And at the bottom there, 4(b)?

13 A. Yeah.

14 Q. That last sentence says, "The written report
15 of agreement will set the amount of the loss of each
16 item in dispute and will be binding upon you and us."
17 Do you see that? It's the last paragraph in --

18 A. Yeah, I think that's the appraisal report.

19 Q. Yes, we're talking about that.

20 A. Yeah.

21 Q. And the appraisal report here -- or the
22 appraisal decision --

23 A. Um-hum.

24 Q. -- only lists a single solitary amount; is
25 that correct?

1 A. Without looking at it, I'm assuming that's
2 correct.

3 Q. Okay. Do you recall whether or not it just
4 said this is the amount of the award?

5 A. Yeah. Generally, there's an agreement that's
6 signed on both parties, and there's an amount that's
7 included.

8 Q. Okay. And did that list an amount for each
9 of the items in the letter? Was the letter gone
10 through, and each of the items taken out of the letter
11 and listed, or was it just a total one-line award?

12 A. Which letter are you referring to?

13 Q. So your letter, which was Exhibit 6 --

14 A. Yeah. Exhibit 6.

15 Q. Is that right? I please it's 6, isn't it?

16 A. Okay.

17 Q. Yup. Has a list on page 2.

18 A. Yup.

19 Q. The final report from the appraisers did not
20 itemize each one of these items, did it?

21 A. I don't know that they're required to.

22 Q. Well, I'm just --

23 A. No. I'm not aware. Off -- without looking
24 at it. Do you have a copy?

25 Q. Sure. I'll look for it later.

1 A. Okay.

2 Q. I have a copy somewhere, but I don't think I
3 made a copy of it for some reason in -- part of what
4 I'm looking at, but I don't need it right now.

5 Now, look at section (h) on page 22 under
6 Appraisal.

7 A. Page 22, yes. (h), "Appraisal is only
8 available" --

9 Q. Yeah.

10 A. Okay, yes, I'm looking at that.

11 Q. Okay. So just read that to yourself for a
12 second.

13 A. Um-hum. Correct.

14 Q. Okay. So the appraisal is only -- it says
15 that the "Appraisal is only available to determine the
16 amount of the loss of each item in dispute"; is that
17 correct?

18 A. Yes.

19 Q. Okay. And then the next sentence says, "The
20 appraisers and the umpire have no authority to decide,"
21 and then it goes through several things that they
22 cannot decide?

23 A. Correct.

24 Q. Okay. They can't decide "any other questions
25 of fact"?

1 A. Which they were not requested to do.

2 Q. Well, we can dispute that. They can't decide
3 "questions of law"?

4 A. Which they were not requested to do.

5 Q. Well, wouldn't determining whether or not
6 something is covered by code be a question of law?

7 MR. SATTI: Objection as to the form.

8 A. No.

9 Q. You don't think so? Isn't code a law
10 requirement?

11 A. Whether -- yes. But whether it's covered is
12 not a question of the law. It's a question of what the
13 policy states.

14 Q. Well, code has to be covered under the
15 policy, in this policy?

16 A. If it's related to the loss, yes.

17 Q. Okay. So any code upgrades needed to
18 be -- and she has additional coverage for code
19 specifically?

20 A. She does.

21 Q. Okay. So would you agree with me that
22 determining a cost for code would be a question of law
23 that they shouldn't decide?

24 A. Subject to the terms of the policy.

25 Q. Okay. Well, that doesn't answer the

1 question. Is code a question of law -- deciding
2 whether or not code applies a question of law?

3 A. A question of law? It's -- a
4 code -- whatever code is on the books as a law is what
5 it is.

6 Q. Right.

7 A. Whether it's applied -- how -- and then we
8 apply it to the policy per the policy terms and
9 conditions.

10 Q. Do you know whether or not your appraiser
11 knew what the codes were for where Ms. Stimson lives?

12 A. Knew what the -- like every code on every
13 book?

14 Q. Yeah. Well, knew what the codes were for
15 this situation.

16 A. Well, we are aware of what the codes
17 generally are in these type of losses, and it's up to
18 the insured to produce something from the town building
19 department when they're getting permits as to what
20 they're requiring to be enforced per the terms of the
21 policy. Just because a code is on the books doesn't
22 mean it's going to be enforced by a code officer.

23 Q. Right. But a lot of towns don't even have a
24 code officer and -- but that doesn't mean that a
25 builder can install wiring that's not up to code?

1 A. Of course not.

2 Q. Okay. So "other contractual issues," they
3 don't decide those, right?

4 A. No.

5 Q. Okay. And of course, this is not a
6 class-wide case, so it's not applicable? Number (5) is
7 not applicable?

8 A. Right.

9 Q. So you understand the difference between
10 appraisal and arbitration, correct?

11 A. Yes.

12 Q. Okay. What is your understanding of the
13 difference?

14 A. Well, appraisal is -- well, appraisal's when
15 there's a dispute as -- well, let me back that out.
16 Well, my understanding of arbitration has been when
17 there's been a dispute between two carriers, for
18 instance, and we go to appraisal.

19 Q. You mean to arbitration?

20 A. To -- excuse me, to arbitration.

21 Q. Okay. And at that arbitration, kind of like
22 at trial, you decide all the issues between the two of
23 you, and then you're done; is that correct?

24 A. When you say "all the issues," it's basically
25 what issues were presented by both parties.

1 Q. Right. But an arbitration is meant to
2 resolve the entire dispute between two parties?

3 A. Again, you're asking for me to speak to a
4 generality as to what all the disputes may be, and I
5 can't speculate.

6 Q. All right. An appraisal is a limited
7 process, and it doesn't preclude a party from suing the
8 insurance company; do you agree with that?

9 A. I agree.

10 Q. Okay. And the issues that aren't part of the
11 appraisal would still be -- need to be litigated; so a
12 party can still sue State Farm and dispute all the
13 denials that you have because they weren't covered by
14 appraisal?

15 MR. SATTI: Objection to the form. You
16 may answer it.

17 A. I'm not an attorney.

18 Q. Okay. So you don't have an opinion one way
19 or another about that?

20 A. I'm not an attorney.

21 Q. Okay. Well, do you know what your policy
22 requires?

23 A. With respect to what?

24 Q. Well, with respect to a person being able to
25 sue State Farm for issues that were not covered in the

1 appraisal.

2 A. Just as long as the terms and conditions of
3 the policy have been met.

4 Q. Okay. So you don't dispute here that Ellen
5 Stimson had the right to sue State Farm for issues
6 related to her disputes over Coverage B?

7 A. No, not at all.

8 Q. Okay. And you don't dispute that Ellen
9 Stimson has a right to dispute anything under Coverage
10 A that was not included in the appraisal process?

11 MR. SATTI: Objection to the form. You
12 may answer it.

13 A. She has a right to whatever she wants to
14 pursue. We met our obligations under the policy.

15 Q. Okay. So do you have an opinion
16 that -- whether or not the appraisal is valid once Ms.
17 Stimson filed lawsuit; did that end the appraisal
18 process?

19 MR. SATTI: Objection to the form.

20 Q. Do you have an opinion one way or another?

21 A. I'm not an attorney.

22 Q. Okay. So under the policy, you don't have a
23 position one way or another whether or not the policy,
24 once a person files suit, whether that ends the
25 appraisal process if it has not been concluded prior to

1 following suit?

2 MR. SATTI: Objection to the form.

3 A. Well, let's take a look what the policy
4 says.

5 Q. Okay.

6 A. It only states that "A party may not agree to
7 appraisal after that party brings suit or action
8 against the other party relating to the amount of
9 loss."

10 Q. Okay. So what is your opinion, if you have
11 one, as to whether or not filing suit before the
12 appraisal is done ends the appraisal process?

13 MR. SATTI: Objection to the form. You
14 may answer it.

15 A. That's not what the policy states.

16 Q. No, I'm asking you what your opinion is.

17 MR. SATTI: He just is answering your
18 question. Let him answer.

19 A. I apply -- my opinion is I apply the policy
20 as it's written, and what you're stating is not in the
21 policy.

22 Q. Okay. So you don't know whether -- you don't
23 have an opinion one way or another or you don't see
24 anything in the policy that deals with that one way or
25 another?

1 MR. SATTI: Objection to the form. You
2 may answer it.

3 A. Again, I can only go by what the policy
4 states.

5 Q. Okay. And you understand that Ms. Stimson
6 filed suit prior to the appraisal being completed?

7 A. Yes.

8 Q. Okay. So she filed suit before there had
9 been a determined -- a determination in the appraisal
10 process?

11 A. Yes.

12 Q. And she was permitted to do that pursuant to
13 the policy?

14 MR. SATTI: Objection to the form. You
15 may answer it.

16 A. We did not object to her filing suit, no.

17 Q. Okay. Well -- okay. And is there anything
18 in Section I -- is she in compliance with all the terms
19 in Section I? Do you know of any -- well, let me
20 rephrase that question. Are you aware of any terms in
21 Section I - Conditions that she's not in compliance
22 with?

23 A. No, I'm not.

24 Q. Okay. Do you know the reason why State Farm
25 would not give her an extension to the statute of

1 limitations?

2 A. We apply the terms and conditions to the
3 policy.

4 Q. Okay. Who made the decision not to extend
5 the statute of limitations?

6 A. I reviewed it with my manager, and the
7 decision was at that level.

8 Q. Okay. Who is your manager?

9 A. Rachel Slovit.

10 Q. Okay. And has she been involved in this case
11 from the beginning?

12 A. Yes.

13 Q. Now, on page 33, there is a description of
14 Optional Policy Provisions. I'll wait until you get
15 there.

16 A. Yes.

17 Q. Okay. And this is where it describes the
18 other potential policies -- provisions that they could
19 take out?

20 A. Um-hum. Yes.

21 Q. Okay. And we know that she took out Option
22 ID?

23 A. Yes.

24 Q. And so am I correct in looking at page 34
25 that the terms of what Option ID covers is listed

1 there?

2 A. Yes.

3 Q. Okay. And under Option ID, it says, under
4 (1,) it says, "If the amount you actually and
5 necessarily spend to repair or replace" ... a "dwelling
6 exceeds the limit in the Declarations for Coverage A,
7 we will pay the additional amounts not to exceed the
8 Option ID limit shown in the Declarations." Is that
9 what it says?

10 A. That's what it says.

11 Q. Okay. Does it state anywhere in there that
12 the Option ID is limited to actual claims value, ACV?

13 A. No.

14 Q. Okay. And then on page 36, there's Option
15 OL. And does that -- there's a description of what the
16 Option OL covers listed here on page 36?

17 A. Yes.

18 Q. Okay. Are there any other limitations or
19 other place in the policy that describes any
20 limitations to Option OL?

21 A. No.

22 Q. I show you what's been marked as Exhibit No.
23 4. Actually, and I'm also going to show you what's
24 been marked as Exhibit No. 25.

25 MR. SATTI: Thank you.

1 A. Both you want us to look at?

2 Q. Yeah, start with Exhibit No. 25. It relates
3 to Exhibit -- 4 relates to Exhibit No. 25. These are
4 Defendant's Responses -- Exhibit No. 25 is listed as
5 Defendant's Responses to Plaintiff's First Set of
6 Interrogatories and Requests to Produce. Do you see
7 that?

8 A. Yes.

9 Q. Okay. Have you ever seen this document
10 before?

11 A. I don't recall. Let me take a longer look.

12 Q. No, no worries.

13 A. What's the date of this? When was this
14 prepared?

15 Q. I believe it was prepared on -- on or about
16 January 26th of 2026.

17 A. I don't believe I saw that, no.

18 Q. You don't think you've seen this?

19 A. No.

20 Q. Okay. Go to page 35 of 36.

21 A. Okay.

22 Q. Well, I'll represent -- having looked through
23 this document, is there anywhere that anybody other
24 than Elizabeth Hillmon has signed this document that
25 you are aware of?

1 A. Is there anywhere? Say it again?

2 Q. Yup. Has anybody other than Elizabeth
3 Hillmon, to your knowledge, ever signed this document?

4 A. No.

5 Q. Okay. And do you know if anybody at State
6 Farm ever personally reviewed this document?

7 A. I don't.

8 Q. Okay. Has anybody else in your office been
9 involved in the litigation other than you?

10 A. Our attorneys in home office.

11 Q. Attorneys in home office, okay.

12 Now, let's go to Exhibit No. 4, and I'm going
13 to represent to you that Exhibit No. 4 was provided to
14 me as part of the answers to those requests to admit.
15 I mean, sorry, let me restate -- rephrase that. Those
16 requests to -- for interrogatories and requests for
17 production, okay?

18 A. Um-hum.

19 Q. And you can see at the bottom, they have
20 designations that were on the documents provided to us
21 by State Farm. Sorry, my foot there.

22 A. It's my bad.

23 Q. No, it's both.

24 Okay. Do you know what the -- what are
25 operational guides?

1 A. They're guidelines for claim handling for the
2 claim reps.

3 Q. Okay. And how are these accessed?

4 A. Electronically.

5 Q. Okay. So you can sit at your computer and
6 pull them up?

7 A. Yes.

8 Q. And I note that there's a number on it, 70-95
9 on the first one, on the first page?

10 A. Yes.

11 Q. What does that refer to?

12 A. I don't know.

13 Q. Okay. Does that mean there are 95
14 operational guides under section 70?

15 A. I have never inquired in that manner.

16 Q. Okay. Do these come with an index? How do
17 you find the policy if you want to review it?

18 A. Well, it's not a policy, it's a guideline.

19 Q. Sorry. Okay, thank you for that correction.
20 So how do you access these -- how do you find an
21 operational guide if you want to review it?

22 A. Well, there's a link to the operational
23 guides.

24 Q. Okay.

25 A. And there's an outline -- I guess an outline

1 or an index.

2 Q. Okay.

3 A. And you look through and identify which areas
4 of the Operation Guide references what you're looking
5 for.

6 Q. Okay. And so I can see here the general
7 classification is P&C Claims, Policies and Procedures.
8 What does "P&C" stand for?

9 A. Property & Casualty.

10 Q. Okay. And is that what we're dealing with in
11 this case?

12 A. Yes.

13 Q. Okay. And then, so here it says Selection of
14 Fire Investigators. So does this -- this operational
15 guide deal just with the selection of a fire
16 investigator?

17 A. Well, where are you referring to? Oh,
18 Selection of Fire -- yes.

19 Q. Yup, okay. So if you turn to -- and they
20 have a Bates stamp. If you turn and you look down at
21 the bottom, they have Bates stamps. I'm going to use
22 the ones "STIE"; you see them, way at the bottom?

23 A. "STIE" with a bunch of --

24 Q. Numbers -- zeros and then a 1. So I'm just
25 going to use those numbers to refer to things so we can

1 be both --

2 A. Sorry, I just want to make sure; you mean
3 this down here?

4 Q. Yes.

5 A. Okay.

6 Q. So that way, when I refer to a page, you'll
7 know which page I'm referring to, okay?

8 A. Okay. So these are your --

9 Q. No, no, those were -- that's how it was
10 produced by State Farm.

11 A. Okay.

12 Q. So if you go to the sixth page?

13 A. Okay.

14 Q. I note that there's almost an identical
15 policy to this one, to the first one on page 1?

16 A. Um-hum.

17 Q. It has the same number, has the same subject,
18 but it has a different date.

19 A. Okay.

20 Q. Which one of these policies would have
21 been -- would the first one here, the 08-25-2021, been
22 the one that was in effect for Ms. Stimson's fire?

23 A. I would -- what was the date of loss on Ms.
24 Stimson's fire?

25 Q. It was October 15th, 2022.

1 A. October 15, 2022. So yes, the first one
2 would be applicable.

3 Q. Okay. Do you know how often these policies
4 are updated?

5 A. It depends.

6 Q. Okay. When you are able to access them, are
7 you able to access them -- do they have each of the
8 different years in there, so you can access the one
9 that might be applicable to the time frame involved?

10 A. Well, generally we're working on claims
11 realtime.

12 Q. Okay.

13 A. So the one that's -- we bring up is what's
14 applicable.

15 Q. Okay. But if you needed to go back and it
16 had changed since you were working on a policy, you
17 could go back and look?

18 A. I would have to inquire about that. It's
19 never come up for me.

20 Q. Okay. You never needed to, okay.

21 So when you pull up however this is indexed,
22 if you clicked on 70-95, it would bring up for you the
23 most recent policy?

24 A. Right now, yes.

25 Q. Yeah, okay. There might be a way to pull up

1 the old one, but you're not sure?

2 A. I'm not sure.

3 Q. You didn't pick these policies and produce
4 them for discovery, did you?

5 A. Personally, no.

6 Q. Okay. Do you know who did from your office?

7 A. Counsel is handling the matter, so it would
8 have to be counsel.

9 Q. Okay. All I need -- if you don't know, just
10 say you don't know.

11 A. I don't know. It was not me.

12 Q. All right, that's fine. So turn to page 12,
13 if you will.

14 A. Okay.

15 Q. All right. So on page 12, what's the
16 policy -- what's the operational guide covering here?

17 A. Coverage Question Procedures.

18 Q. And it's numbered 74-20?

19 A. Correct.

20 Q. Okay. And you don't specifically know what
21 the number 74 refers to or --

22 A. No.

23 Q. -- the number dash 20?

24 A. No.

25 Q. Okay. So you don't know if there's a number

1 74-1 through 19?

2 A. No.

3 Q. Okay. Now, it says Coverage -- going through
4 this, what is this -- have you ever read this policy
5 before? This provision?

6 A. Yes.

7 Q. Okay. What is this -- what is this
8 operational guide referring to and instructing you?

9 A. It's referring to when a question of coverage
10 on the claim in totality is involved.

11 Q. Okay. And who's the claim specialist in
12 this? Is that you or Gary?

13 A. That was Gary.

14 Q. Okay. And it says, "A claim specialist aware
15 of a coverage question must be careful to avoid
16 forfeiting the insured's and the Company's rights by
17 speaking or acting improperly"; do you see that?

18 A. Yes.

19 Q. What does that mean?

20 A. It means what it says.

21 Q. Okay. So how -- does that mean that the
22 claim specialist needs to be careful to make sure that
23 a claimant doesn't lose any rights they might have
24 under the policy?

25 MR. SATTI: Objection to the form.

1 A. What -- it means -- what part are you
2 reading? You're on 12?

3 Q. Sure, sure. I'm on page 1 -- or page 12 but
4 page 1 of that policy provision.

5 A. Okay. What part?

6 Q. Operational guide.

7 A. What part are you on?

8 Q. Under Coverage Questions Procedures -
9 Overview. And it says -- in the second paragraph in
10 that section, it says, "A claim specialist aware of
11 coverage questions must be careful to avoid forfeiting
12 the insured's and the Company's rights by speaking or
13 acting improperly."

14 A. Okay.

15 Q. Do you agree with that?

16 A. Yeah.

17 Q. Okay. And what does that mean to you?

18 A. That we need to be mindful to make sure that
19 we're protecting the rights of State Farm and the
20 insured.

21 Q. Okay. All right. And it talks about that
22 "The rights of the insured and the rights of the
23 Company may be influenced by the doctrines of the
24 waiver and estoppel." Do you know what that --

25 A. I'm sorry, where are you reading?

1 Q. The very next sentence.

2 A. Oh, the last, okay. I'm sorry, what was your
3 question?

4 Q. Sure. Do you know what that means?

5 A. Yes.

6 Q. What does it mean?

7 A. Well, if we don't raise certain questions of
8 coverage, we can waive the right to a defense on that
9 and be estopped from raising it in the future.

10 Q. So, now, go to page -- well, let's do this,
11 let's go to page -- and I want to make sure that I
12 cover every operational guide, just to make sure I
13 mention which ones are in here.

14 A. Sure.

15 Q. So you can flip each to the page, but I think
16 the next one starts at 17.

17 A. Okay.

18 Q. I want you to flip through the policy and
19 make sure I'm not missing one in this document.

20 A. Yes, okay.

21 Q. Okay. And I see this one is numbered 74-21,
22 and this is on page 17.

23 A. Correct.

24 Q. Okay. And this one says Claims Practices,
25 and the subject is Statements?

1 A. Correct.

2 Q. Okay. I don't have any questions about that
3 one. So let's move on to the next one. I just want to
4 make sure, the next one I see is at page 21; do you see
5 any other one prior to that?

6 A. No.

7 Q. Okay. So that operational guide is number
8 75-05?

9 A. Correct.

10 Q. Okay. And now, I note that previously we
11 were -- the one before said Claim Practices, Fire and
12 Casualty. This one says Claim Practices, Fire. What's
13 the difference?

14 A. Well, "casualty" generally implies third
15 party.

16 Q. I gotcha, okay. And fire -- and just being
17 fire is --

18 A. Is first party.

19 Q. -- a first party claim?

20 All right. And this question deals with
21 Personal Property Claim Handling; is that correct?

22 A. Yes.

23 Q. Okay. Have you read this policy before?

24 A. I've referred to it.

25 Q. Okay. Now, at the -- it's got Purpose, and

1 the first sentence in the second paragraph says, "If a
2 policy provision or application is more restrictive" --

3 A. Hold on.

4 Q. Sorry, yup, I'll wait until you get there.

5 A. Which page? 21, right?

6 Q. 21, yup. And under Purpose.

7 A. Okay.

8 Q. And in the first sentence of the second
9 paragraph there.

10 A. Gotcha.

11 Q. Okay. So it says, "If a policy provision or
12 application is more restrictive than the law of the
13 jurisdiction, then the law of the jurisdiction will
14 apply." Do you see that?

15 A. Yes.

16 Q. And what does that mean to you?

17 A. That means that the law will supersede the
18 policy provision if it's more -- if the policy is more
19 restrictive.

20 Q. Okay. And do you agree with that?

21 A. I agree to the way it's written.

22 Q. Okay. These are -- these Operation Guides
23 are things that you're supposed to follow; is that a
24 fair statement?

25 A. Yes.

1 Q. And under the General Information, it says,
2 "It is the intention of State Farm to pay what we owe
3 promptly, courteously and efficiently"; is that
4 correct?

5 A. That is correct.

6 Q. Okay. Now, it says, "Further details on
7 first party claim handling guidelines and requirements
8 may be found in OG 75-01, First Party Claims and
9 Guidelines." I don't know if that one's in here. I'll
10 have to look at my list. Let me just check. Well,
11 actually, we'll just write that one down. As we go
12 through, let's see if we find that one in here, okay?
13 That one has not -- you haven't seen 75-01 yet, have
14 you?

15 A. In this exhibit?

16 Q. Yes.

17 A. I have not come across it yet.

18 Q. Okay. Do you know what is in 75-01?

19 A. I'd have to refer to it. I don't have it
20 memorized, no.

21 Q. Okay. But it says, "Further details on first
22 party claim handling guidelines and requirements may be
23 found in OG 75-01, First Party Claims Guidelines and
24 Requirements." My question to you is: Have you ever
25 read the First Party Claims Guidelines and

1 Requirements?

2 A. Yes.

3 Q. Okay. And do you think it would be an
4 important guideline to review in this case?

5 A. There's a lot of guidelines.

6 Q. Okay.

7 A. And -- so.

8 Q. But wouldn't that be one of the guidelines
9 that would help determine what requirements a claims
10 adjuster needed to follow in dealing with first party
11 claims?

12 A. Sure.

13 Q. Okay. Let's see if we come across it.
14 On page 22, (6) down at the bottom?

15 A. Um-hum.

16 Q. Under the section Inventory Submission and
17 Documentation, it talks about "The claim handler may
18 assist the insured with completing the personal
19 property list"; do you see that?

20 A. It says -- say again?

21 Q. So (6)(a).

22 A. Yeah.

23 Q. Do you see that?

24 A. Yes.

25 Q. Did I read that correctly?

1 A. Oh, under (a)? Yes.

2 Q. What does that mean to you?

3 A. It can mean one of a number of things.

4 Q. Well, what duty does it create for the claims
5 handler in evaluating personal property items?

6 A. It depends on the circumstances. It says
7 "they may" assist an insured with completing the
8 list.

9 Q. Okay. Do you think it's a duty of State Farm
10 to help the insured, making sure that they get the most
11 benefit from their policy?

12 A. Of course.

13 Q. Okay. Under -- on the next page, on 23,
14 number (8), it says Photographs; do you see that?

15 A. Yes.

16 Q. Okay. Not saying it's required, but if you
17 take photographs, you're supposed to have -- maintain
18 them?

19 A. Correct.

20 Q. Okay. And when you maintain photographs, do
21 you maintain them in their native format, or do you
22 only save them as pdfs?

23 A. They're uploaded into the claim file.

24 Q. Okay. And if they're uploaded into the claim
25 file, are you able to access the native picture of the

1 format, or do you have to only -- is it only saved in
2 the claims file as a pdf; do you know?

3 A. It's transferred from an app on the phone to
4 the claim file.

5 Q. Okay. And you don't know what form it's
6 saved in on there?

7 A. No. I'm not an IT guy.

8 Q. Okay. Now, under the Evaluation section,
9 which is just below that, it says Evaluation and
10 Settlement; do you see that?

11 A. Yes.

12 Q. Okay. Under (3), it says, "Establish the
13 normal life expectancy of the item(s) involved." Do
14 you see that?

15 A. Um-hum. Yes.

16 Q. Okay. And then it says, "Refer to" 75-50 --
17 "OG 75-50 Betterment, Depreciation, and Actual Cash
18 Value"?

19 A. Yes.

20 Q. Do you know -- we'll keep that number in
21 mind, but have you come across that specific one yet?

22 A. Yeah.

23 Q. No, in here?

24 A. No.

25 Q. Okay. And that was one you would refer to in

1 dealing with that section?

2 A. As needed.

3 Q. Yup. And down below, in (5), it talks about
4 Replacement Cost?

5 A. Yes.

6 Q. And there's another policy -- sorry,
7 guideline -- 0G 75-52, and that deals with "Replacement
8 cost on Personal Property, for guidelines on handling
9 losses involving replacement cost coverage"; do you see
10 that?

11 A. Yes.

12 Q. And we haven't come across that one yet, have
13 we?

14 A. No.

15 Q. Okay. So keep flipping. I want to make sure
16 we'll get to the next one that might be in here. So
17 the next one I see happens at page 25. Am I missing
18 any?

19 A. No.

20 Q. Okay. So the next one at page 25 is numbered
21 75-06, and that's Documentation of Personal Property
22 Loss. Is that -- am I reading that correctly?

23 A. Yes.

24 Q. And that's under the general classification
25 of Fire, which you explained to me is meaning a first

1 person claim in a fire loss?

2 A. Yes.

3 Q. All right. So we can keep flipping, and the
4 next one I see is 75-101. Were there any others
5 between -- that I missed between page --

6 A. No.

7 Q. -- the previous policy?

8 Okay. And this one is Additional Coverages?

9 A. Section I - Additional Coverages, yes.

10 Q. And so what does that -- what is this
11 operational guide covering?

12 A. It refers to the section in the policy that's
13 under Section I - Additional Coverages.

14 Q. Okay. And she, Ms. Stimson, had some
15 additional coverages here?

16 A. Yes.

17 Q. Okay. So, for example, down below, at the
18 bottom of that page, it talks about Debris Removal?

19 A. Correct.

20 Q. Okay. And so it's giving operational
21 guidelines on the Debris Removal?

22 A. Correct.

23 Q. Now, on the next page, number 30, at the top
24 there it says, "The five percent Debris Removal
25 Additional Coverage applies to Coverage A - Dwelling,

1 Coverage B - Personal Property, and any other covered
2 property noted in the policy, which provides an
3 additional amount of insurance"; is that correct?

4 A. Yes.

5 Q. Okay. So I think we discussed this before,
6 but the Debris Removal provision is actually more than
7 just 10 percent of the \$875,000?

8 A. 5 percent.

9 Q. 5 percent. Am I correct there? It's 5
10 percent of any additional policy that she has, like the
11 ID?

12 A. It's 5 percent -- under Coverage A, it's an
13 additional 5 percent on the policy limit. And if the
14 policy limit and the Option ID limit are exceeded, then
15 it's another 5 percent on the ID amount.

16 Q. Okay. So, in other words, the total amount
17 that she could get on Coverage A Debris Removal would
18 be if she maxed out the policy and all the removal
19 would be 5 percent under the 875, plus an additional 5
20 percent under the 175?

21 MR. SATTI: Objection to the form. You
22 may answer it.

23 A. Yes.

24 Q. OKay. So if I just take those numbers
25 here -- I'm looking for a calculator -- but if I take

1 875 and I add to that 175, which was the
2 additional -- did I get that right? Let's make sure.
3 Those are the two -- am I getting those amounts correct
4 on the ID?

5 A. I don't know. I'd have to --

6 Q. Look at the Declaration page?

7 A. -- go back to your Declarations page there to
8 get this right.

9 MR. SATTI: Gino, just for the record,
10 just when you're identifying what the numbers are,
11 will you just identify to the exhibit that you're
12 getting that -- those numbers from? So the record
13 is clear.

14 A. Okay. Exhibit 2, the Declarations page,
15 refers to the Option ID amount as 175.

16 Q. Right. So I would then -- so the maximum
17 amount that the rubbish removal -- sorry -- would be
18 875 -- 875 plus 175 times .05; would that be the
19 correct way to do that calculation?

20 A. It is. If incurred.

21 Q. Why do I keep getting the wrong amount here?
22 Oh, I see why.

23 A. It's a million 50 times 5 percent.

24 Q. So a total amount under the policy was one
25 thousand -- one million 50 thousand under both Coverage

1 A and the ID?

2 A. Yes.

3 Q. Okay. So then I would multiply that by .05,
4 and by my calculation that's 52,500?

5 A. If those limits are exceeded, and that's
6 incurred.

7 Q. Correct. We're just talking about maximum
8 that she could possibly get?

9 A. Yes. Correct.

10 Q. Okay, thank you. And it's important, when
11 you're discussing this with an insured and in letters,
12 that you include the full amounts that they could
13 potentially get under the policy?

14 MR. SATTI: Objection to the form. You
15 may answer it.

16 Q. It's one of the requirements of the claims
17 adjuster to make sure that when they write your insured
18 and tell them what they're entitled to, that you get
19 those numbers correct?

20 A. Yes.

21 Q. Okay. So let's go down further to Trees,
22 Shrubs and Landscaping, which is just down below on
23 that page. And it says, "We cover outdoor trees,
24 shrubs, live or artificial plants, or lawns, artificial
25 grass and hardscape property used for aesthetic

1 purposes not permanently affixed to realty on the
2 residence ... for the loss covered by perils described
3 in Additional Coverages, 3." Am I reading that
4 correctly?

5 A. Yes, you are.

6 Q. Okay. And if the fire department, when they
7 were pulling their trucks around, destroys the lawns in
8 parts, fixing that lawn would be covered under the
9 policy?

10 A. Potentially, yeah.

11 Q. Okay. Under -- and under this provision?

12 A. Correct.

13 Q. Okay. Now, there are limits on -- and this
14 is -- just to be clear, this is an addition to what is
15 covered under Coverage A? So, in other words, you get
16 Coverage A, and if you maximize everything else out of
17 Coverage A, this policy -- this provision can also add
18 to it; is that a fair statement?

19 A. If incurred, correct.

20 Q. Yup, okay.

21 A. If damaged and incurred.

22 Q. Right. And there are examples given on the
23 next page of different scenarios?

24 A. Correct.

25 Q. All right. So let's flip until we get to the

1 next one that's in here. So am I reading this
2 correctly, the next one is 75-107?

3 A. Correct.

4 MR. SATTI: And what's Bates page number
5 on that?

6 MR. NUOVO: Sure. 39.

7 THE WITNESS: 39.

8 Q. Okay. And this one is Optional policy
9 Provisions. What are Optional Policy Provisions, just
10 so we're on the same page?

11 A. Not part of the standard policy
12 that's -- that's offered, so there's an additional
13 available if it's chosen.

14 Q. Okay. And I notice at the top it says Option
15 ID - Increased Dwelling, which we've been talking about
16 today?

17 A. Yes.

18 Q. And then it has (A) Option ID - FP 7955 and
19 HW 2100 Series. What is that referring to there?

20 A. The FP 7955 was the previous standard policy
21 that was replaced by the 2100 Series.

22 Q. Gotcha. So the 2100 Series is what is in
23 place right now for Ms. Stimson; is that correct?

24 A. That's correct.

25 Q. Okay. So anything dealing with FP 7955 has

1 nothing to do with her claim?

2 A. Correct.

3 Q. Okay. Now, the purpose of this operational
4 guideline is, it says, "This Operation Guideline
5 provides guidelines for the application of coverage and
6 handling of claims under selected Optional Policy
7 Provisions under the Homeowner Policy forms consistent
8 with Our Commitment to Our Policyholders and the
9 Preface." What does that mean?

10 A. Basically what it says. It's that these
11 provide guidelines for Optional Policy Provisions under
12 the HO Policy consistent with Our Commitment to Our
13 Policyholders, just like anywhere else in the claim.

14 Q. Sure. So you have these separate Commitment
15 to Policyholders which State Farm publicizes for its
16 customers; is that a fair statement?

17 A. Well, it's not separate just for this
18 section. It's the way we apply it throughout all
19 sections.

20 Q. Right. But I'm saying there is a statement
21 called Our Commitment to Policyholders?

22 A. That is correct.

23 Q. Okay. And that's available -- unlike these
24 operational guides, I assume these operational guides
25 aren't available to your typical customer?

1 A. No.

2 Q. Okay. You don't allow them to get on your
3 website and say, oh, if you want to look at the
4 operational guides, you can see them?

5 A. I don't believe they can.

6 Q. Okay. But you do have the Our Commitment to
7 Our Policyholders, which is something you publish on
8 your website, and any customer can see that?

9 A. I believe so, yeah.

10 Q. Okay. And I understand that it also includes
11 a Preface? The Our Commitment also has a Preface on
12 it?

13 (Reporter clarification.)

14 MR. SATTI: Preface?

15 MR. NUOVO: Preface, thank you. However
16 you want to say it.

17 Q. I don't know how this got in here. This
18 should not be part of the exhibit. Take out --

19 A. What page is it?

20 Q. Right after that first page there.

21 A. Right after that?

22 Q. Yeah, can I see that?

23 A. This?

24 Q. I'm going to take out -- make sure it didn't
25 get into your copy as well. So 39, 40. I just want to

1 see if that -- because it's in my book, and I want to
2 make sure if didn't get in your book. No.

3 THE WITNESS: Can I just take a quick run
4 to the bathroom while you're --

5 MR. NUOVO: That's fine. Somehow a copy
6 of something got in my copy. So we're off the
7 record.

8 (Off the record at 2:14 p.m.)

9 (The record was resumed at 2:15 p.m.)

10 Q. BY MR. NUOVO: Okay. So let's go to page 40.

11 A. Okay.

12 Q. And on page 40, at the top there, it has (A),
13 it says. And then it, again, mentions both the FP 7955
14 and the HW 2100 Series. And the section there
15 referring to the 7955 does not apply to this situation;
16 is that correct?

17 A. Correct.

18 Q. Okay. So then we would go down to where it
19 says HW 2100 Series. Is that what applies here?

20 A. Yes.

21 Q. Okay. So if we were looking at this
22 operational guide, and we were trying to interpret this
23 policy, we would go to that portion of it where it says
24 Option ID under the HW 2100?

25 A. Correct.

1 Q. Okay. And there again, it's just referencing
2 what the Option ID policy is?

3 A. Yes.

4 Q. Okay. And what it states in there is that
5 "We will settle losses to damaged building structures
6 covered under Coverage A - Dwelling according to the
7 ... Loss Settlement provision shown in the
8 Declarations." And then it says, "If the amount you
9 actually and necessarily spend to repair or replace
10 damaged building structures exceeds the applicable
11 limit ... in the Declarations, we will pay the
12 additional amounts," of course not to exceed the amount
13 of the Option ID policy?

14 A. Right.

15 Q. Okay. And again, nowhere in there does it
16 mention actual cash value, does it?

17 A. No.

18 Q. Now, there's another -- keep flipping on
19 until you get to page 43. Again, making sure that I'm
20 not missing another operational guide policy somewhere
21 in-between. But I think this is all still part of the
22 same policy -- guide, sorry.

23 A. Now, Option ID Coverage is on an incurred
24 basis, so there's no ACV paid under that.

25 Q. Right. I understand that. That's why --

1 A. Just to clarify.

2 Q. Yup. Now, and then it has (B) Option ID on
3 page 43. How is that different than what it's
4 mentioning on what we were just looking at?

5 A. Page 43 (B).

6 Q. From what was on page 40.

7 A. That's just -- these are just examples.

8 Q. Okay. But down below it has number (1),
9 "When is Option ID Coverage payable?" Do you see that?

10 A. Yes.

11 Q. Okay. And it says, "An exception can be made
12 as follows: When repairs are substantially underway
13 and the insured is completing the work themselves"; or,
14 "The insured enters a contract for repairs that is
15 acceptable to us." So do you agree that once an
16 individual engages in a contract that is acceptable to
17 you, they're entitled to get the money for those
18 repairs?

19 A. If the contract for the repairs is acceptable
20 to us --

21 Q. Sure.

22 A. -- as an exception.

23 Q. So in our example before, somebody gets a
24 contractor who says it's going to cost \$100,000 to
25 repair; you look at it and say yeah, that looks good,

1 they can get their 100,000 and move forward?

2 A. We do make accommodations under those
3 circumstances, yes, with the proper documentation.

4 Q. Yup. Do you know when the repairs to this
5 property started?

6 A. Formally, no.

7 Q. Okay. Okay, so we're going to keep flipping
8 through until we get to page -- I'm just going to keep
9 going. Some of this deals with the old policy,
10 correct?

11 A. In this section, yes.

12 Q. Yeah, until we get to page 51; is that --

13 A. I think that's still part of it.

14 Q. Is that -- isn't at the top of page 51,
15 Option ID - Building Ordinance or Law, isn't that one
16 applicable?

17 A. Page 51 I have Option OL.

18 Q. Yes. So that has to do with ordinance or
19 law?

20 A. Correct.

21 Q. Okay. So -- but that, the language here in
22 this section of the operational guides on page 51, that
23 applies to Ms. Stimson's policy; is that a fair
24 statement?

25 A. Yes.

1 Q. Okay. And it says, "Application of Option OL
2 applies to building structures at the residence
3 premises under Coverage A, and may involve: property
4 damaged by a Loss Insured; property undamaged but
5 subject to change or demolition because of ordinance or
6 law; or, property which did not exist proper to the
7 loss insured, but is now legally required." Do you see
8 that?

9 A. I see that.

10 Q. And do you agree with that?

11 A. Yes.

12 Q. And so does that mean that sometimes even if
13 something wasn't damaged but has to be changed because
14 of an ordinance or law, that State Farm is still
15 required to pay for it?

16 A. If it's enforced of an existing law.

17 Q. Where does it say that it's enforced?

18 A. The first paragraph, "Claims are sometimes
19 made for enforcement of an ordinance or law regulating
20 the construction, repair or demolition of a building
21 structure on the residence premises. Enforcement is
22 the existence of a law or ordinance adopted by the
23 agency which regulates the construction or repair of
24 building structures at the residence premises, and is
25 in force at the time of the loss."

1 Q. Right. So enforcement doesn't mean that
2 somebody from the state or an agency has to say you
3 must do this; rather -- and comes to the property and
4 says here is -- I see what you're doing, but you've got
5 to follow -- do A, B and C. Rather, enforcement is
6 just the existence of a law which requires that when
7 you change something, that it be done?

8 A. Now, when you say "change something," you're
9 referring to something that is damage from the loss?

10 Q. Or not, but is being required to be
11 changed -- property undamaged but subject to change or
12 demolition because of ordinance or law. So if I'm
13 replacing wiring in the house, I have to comply with
14 the new code. And if I'm replacing all the
15 electrical -- if I'm replacing wiring in a house, I may
16 even be required to replace wiring that was not
17 damaged, such as I can't connect knob-and-tubing to
18 existing wire; is that correct?

19 A. That is correct. It --

20 Q. So --

21 MR. SATTI: Finish your answer.

22 A. It also does not extend in your scenario to
23 removing and replacing asbestos tile in the basement
24 that's nowhere near the loss just because it happens to
25 be there and is no longer in code.

1 Q. But you can't do asbestos removal -- you
2 can't do repairs in an area -- you can't disturb
3 asbestos when you're doing repairs?

4 MR. SATTI: What's the question?

5 A. My example is --

6 MR. SATTI: What's the question?

7 MR. NUOVO: That is the question.

8 A. My example is -- is that asbestos is not part
9 of the loss, and just because it's present doesn't mean
10 because you have a claim in the opposite side of the
11 house that you can remove that asbestos just because
12 it's there and it's no longer in code. Code does not
13 extend to that portion of the home.

14 Q. But you can't disturb -- if you have --

15 A. Correct.

16 Q. -- if you have to disturb it, then you have
17 to -- part of the asbestos, then you have to remove it
18 all, or if it's been disturbed?

19 A. Yeah.

20 Q. Okay. And in this case, you actually paid
21 for the asbestos removal?

22 A. That is correct.

23 Q. Okay. So asbestos removal was not a dispute
24 in this case?

25 A. No. I'm just using that as an example that

1 just because you have a claim doesn't mean you get the
2 ability to change and upgrade the entire house to
3 code.

4 Q. No, I understand that. But you can't connect
5 something to something that's uncode; for example, you
6 can't correct new wiring to old knob-and-tubing wiring?

7 A. Correct.

8 Q. You've got to remove all the old
9 knob-and-tube wiring if you have to replace the entire
10 box?

11 A. Correct. Our estimate reflects work done to
12 code.

13 Q. Right. That's exactly what I'm trying to say
14 there. So even though that knob-and-tube wiring wasn't
15 damaged, you may need to replace it because you're
16 replacing the power system of the house?

17 A. If it's enforced by authorities.

18 Q. But enforcement does not mean that somebody
19 has to go there and say to you you have to do it;
20 enforcement means that it's a law on the books and a
21 requirement for builders to be following?

22 A. It could be.

23 Q. Well, isn't that what it says here? Doesn't
24 it say, "Enforcement is" --

25 A. It has to be enforced.

1 Q. No, it says, "Enforcement is the existence of
2 a law or ordinance adopted by the agency which
3 regulates the construction or repair of building
4 structures at the residence premises, and is in force
5 at the time." It doesn't say anything in there under
6 the definition of enforced that requires an individual
7 to actually tell them that they are enforcing that
8 provision of the law?

9 A. Well, it has to be adopted by the agency.

10 Q. Yup, I agree. I understand.

11 A. And it has to be enforced by that agency.

12 Q. But it doesn't mean -- it just means it has
13 to be a law on the books?

14 A. Not necessarily.

15 Q. All right.

16 A. Jaywalking is against the law.

17 Q. And you can be charged with it.

18 A. If they enforce it.

19 Q. Okay. So are you telling me that if you
20 embezzle money, and the police don't enforce it, that
21 that's not something that you --

22 A. That's not what I'm telling you.

23 Q. Okay. Because it sounds like that's what
24 you're saying here. It's like --

25 A. There has to be a law on the books.

1 Q. Yup.

2 A. And it has to be enforced by -- by an agency
3 that has adopted that law.

4 Q. Where does it say that it has to be enforced
5 by the agency in that sentence?

6 A. It says, "Enforcement is the existence of a
7 law or ordinance adopted by the agency which regulates
8 the construction or repair," which is typically the
9 Building Department.

10 Q. Right. So my point is, is that it just says
11 that they regulate it. It doesn't say that they
12 actually have to, as you're using the word enforcement,
13 go in and say no, you gotta do this. They can, okay?
14 Just like if you jaywalk, that's illegal, I could get a
15 ticket for it. I shouldn't be doing it, because I
16 could get a ticket for it. But just because no one
17 gives me a ticket for it doesn't mean that there isn't
18 a police force out there that could enforce that law?

19 MR. SATTI: What does that have to do
20 with this case?

21 A. I don't understand.

22 MR. NUOVO: Well, he just -- he just used
23 the jaywalking example in saying that's not
24 enforcement.

25 MR. SATTI: So I understand where -- what

1 you think the policy reads, and he's answering
2 your questions. Is there another question about
3 this? This or any other area?

4 MR. NUOVO: Yeah, I have plenty of
5 questions.

6 Q. BY MR. NUOVO: So take a look at the next
7 page, and again, tell me if I'm -- there's no other
8 policies -- page 52.

9 A. Okay.

10 Q. It talks about there, under (C), Undamaged
11 portions of a Building Structure. Do you see that
12 section?

13 A. I see that.

14 Q. Okay. And it says there, "There are times
15 when the building structure sustains ... extensive
16 damage, areas without damage are impacted by repairs.
17 Option OL coverage may apply to the increased cost if
18 the following conditions are met: 1, caused by the
19 enforcement of a building, zoning or land use ordinance
20 or law," which we already talked about; "the
21 enforcement is directly caused by the same Loss
22 Insured"; and, "the building ordinance or law
23 requirement is in effect on the date of the loss."

24 So again, there can be -- I guess we've
25 probably already dealt with that. But that's basically

1 saying what we were talking about before; is that
2 correct?

3 A. Essentially.

4 Q. Okay. Now, it gives three scenarios. I want
5 to take a look -- I want you to -- no, I'm going to
6 skip that, because we kind of covered that already.

7 Now, under (D) below, down at the bottom of
8 the page, it says, "Property which did not exist prior
9 to the loss but is now legally required." Do you see
10 that?

11 A. Yes.

12 Q. So code could include things that you didn't
13 have to have beforehand, but when you make the repair,
14 you've got to put them in; is that a fair statement?

15 A. Could be.

16 Q. So the example they give is a roof damaged by
17 hail on the next page?

18 MR. SATTI: On 53?

19 MR. NUOVO: Yup.

20 MR. SATTI: Thank you.

21 Q. And it talks about whether or not roof vents,
22 three turtle roof vents, need to be installed. And
23 though the roof vents were not required when the
24 building was built, since the coverage for ordinance or
25 law now requires those roof vents, those roof vents

1 would have to be installed?

2 A. Right.

3 Q. Is that a fair statement?

4 A. Yes.

5 Q. Okay. So let's keep flipping and make sure
6 we get all the next policies. And the next policy I
7 see is 75-110.

8 A. Yes.

9 Q. Okay. And that's Fungus, Mold and Mildew?

10 A. Correct.

11 Q. And there are -- as far as I understand,
12 there are no issues in this case having to deal with
13 claims for fungus, mold or mildew?

14 A. No.

15 Q. So let's keep flipping then. And the next
16 document I see -- did these get out of order? I just
17 want to make sure -- 61. Yes, they're out of order in
18 my book but not necessarily yours. So the next one is
19 at page 62. Am I correct? Is there another policy
20 between then and 62?

21 A. No.

22 Q. Okay. All right. I'm going to put these
23 back in my book. They're out of order.

24 All right. And policy, the one at page 62,
25 is 75-52?

1 A. Yes.

2 Q. And that's Replacement Cost, and that was one
3 of the ones that we discussed earlier was mentioned in
4 one of the other provisions. So before we go to that,
5 let's go all the way to -- you can go all the way to
6 the end of this document now, and I just want you to
7 confirm for me that policy number 75-01 and 75-50 are
8 not included in here?

9 A. I did not come across them.

10 Q. Okay, thank you. So let's take a look at
11 Replacement Cost on Personal Property. This is 75-52.
12 So what does this cover?

13 A. Contents personal -- or personal property
14 replacement cost.

15 Q. Okay. Now, here it states Replacement Cost
16 Coverage, right down at the bottom; do you see that?

17 A. Yes.

18 Q. Now, this has to do with Coverage B, right?

19 A. Correct.

20 Q. Okay. It doesn't have anything to do with
21 Coverage A?

22 A. Correct.

23 Q. Okay. And it talks about "Replacement cost
24 coverage does not apply to the following items"; do you
25 see that?

1 A. Replacement -- yes.

2 Q. Okay. And it says, "We will pay market value
3 at the time of loss for," and then it's going to go
4 through a list; is that correct?

5 A. Yes.

6 Q. Okay. And these are identical to some of the
7 items that are in the policy itself?

8 A. Correct.

9 Q. Okay. I can't remember if (3) was in the
10 policy or not. Let me just double-check. I guess it's
11 not -- it doesn't appear that this -- you can go to
12 page looks like 19 of the policy.

13 A. 19? I'm sorry?

14 Q. That's okay. 19 of the policy, Exhibit 1.

15 A. Okay.

16 Q. Okay. So it lists all three of the types of
17 property in that list, is that correct, identical to
18 what it's got in --

19 A. "Antiques, fine arts, paintings, statuary" --

20 Q. (3) is a little different, but we'll get to
21 that.

22 A. It's more or less. It's similar.

23 Q. Okay. So (3) has "property not useful for
24 its intended purpose"?

25 A. Are we on Exhibit 1 --

1 Q. Yup.

2 A. -- or 4?

3 Q. Well, they both say the same thing, so we'll
4 go to -- stay with Exhibit 4. And it says, "Examples
5 include: Worn out appliances; (b)" --

6 A. Yes.

7 Q. -- "Clothing that needs mending; (c)
8 Scratched records and tapes; (d) Broken tables, chairs,
9 lamps or other broken personal property; (e) Out of
10 style clothing; (f) Attachments for appliances that
11 have been sold or junked; (g) old textbooks and
12 magazines; (h) Used parts taken off motor-propelled
13 vehicles with no intent to reinstall"; and "(i)
14 Personal property stored in attics or basements."

15 And then it goes on to say, "It is difficult
16 to fit property within these classifications.
17 Investigation and discussion with the insured are
18 needed."

19 What is that whole section there referring
20 to? What does that mean, "examples include"?

21 A. Number (3)?

22 Q. Yeah.

23 A. Essentially it means old items that, for
24 example, maybe have been stored in the basement, a
25 dishwasher that been replaced, old clothing that hasn't

1 been discarded yet, doesn't really have any value,
2 like -- like it says, broken furniture, those are not
3 payable under replacement cost benefits. They're
4 payable under market value, which in essence is ACV.

5 Q. Okay. So you're saying -- but under her
6 policy, it says, "We will pay market value" for the
7 loss of "property not useful for its intended purpose";
8 is that correct?

9 A. Right. Well, market value is what it's worth
10 in the condition that it's in. So a broken table is
11 worth what a broken table is. We're not paying for
12 more than that.

13 Q. So you're saying that this is a limitation?

14 A. Essentially, yes. The market value, for
15 instance, of a broken table is not the value of a
16 brand-new table.

17 Q. So you're saying that's a limitation as
18 opposed to a --

19 A. Well, it's not a limitation. It's the market
20 value of what a broken table may be or an appliance
21 that no longer functions. And those items are not able
22 to receive replacement cost benefits because they are
23 as outlined in the policy.

24 Q. But the policy says, "Property not useful for
25 its intended purpose," and the policy says that those

1 items are covered at market value?

2 A. Correct. So what's the market value of a
3 broken appliance? That's the value that we put on that
4 item.

5 Q. Understood.

6 A. The market value is not the new cost of a
7 broken appliance.

8 Q. That's how you read that section of the
9 policy?

10 MR. SATTI: Objection to the form. You
11 can answer it.

12 Q. That's your understanding of that section of
13 the policy?

14 A. Correct. For an antique, it is -- market
15 value could be what the replacement cost value is.
16 However, for a scratched -- or clothing that needs
17 mending, a torn shirt is valued at what a torn shirt is
18 valued at.

19 Q. Okay.

20 A. For instance, (f) says, "Attachments for
21 appliances that have been sold or junked."

22 Q. So you're saying those aren't worth
23 anything?

24 A. Well, they're worth what they're worth. I'm
25 not saying anything.

1 Q. Okay. But their market value would be what
2 someone would have to pay to buy those attachments new?

3 A. No. Market value is what you would pay for
4 that item.

5 Q. Well, isn't that actual cash value?

6 A. No. That's -- that's what -- that's what
7 market value is, what somebody today would pay for that
8 item.

9 Q. We can disagree.

10 A. An antique can't be replaced with a new item,
11 so that value is the market value, and the market value
12 in that case would be the replacement cost value. But
13 for a broken table, the value of a broken table, the
14 market value is what it's worth today.

15 Q. Okay.

16 MR. SATTI: Can we take a break?

17 MR. NUOVO: Well, I'm a little worried
18 about how much time we're going to have, because
19 we're going to have to end at 5:30. So if we take
20 a break, it's got to be five minutes.

21 MR. SATTI: I'll confine it to five
22 minutes.

23 MR. NUOVO: Okay. You just want to use
24 the restroom or something?

25 MR. SATTI: I'm not taking it for any

1 other reason.

2 MR. NUOVO: Okay, that's fine.

3 (Off the record at 2:41 p.m.)

4 (The record was resumed at 2:46 p.m.)

5 Q. BY MR. NUOVO: I show you what's been marked
6 as Exhibit No. 14.

7 A. Are we done with these for now?

8 Q. For right now.

9 MR. SATTI: Just put them there. Thank
10 you.

11 Q. Take a look at Exhibit No. 14, and tell me
12 what that is.

13 A. It's a Summary of Loss.

14 Q. Okay. And how is this prepared?

15 A. Based on payments that are made, and it's
16 also completed by the claim representative.

17 Q. Okay. And does it have an indication under
18 each item as to what was paid under each item?

19 A. Correct.

20 Q. Okay. So I see that there's Coverage A. It
21 says the appraisal structure award was \$940,272.83?

22 A. Yes.

23 Q. 63. Sorry, my eyes were bad there.

24 And then there were some emergency board up
25 services. So the total amount paid under Coverage A

1 was \$942,352.63?

2 A. Correct. There was a \$67,352.63 amount over
3 the limit.

4 Q. Yup.

5 A. Because the policy limit of 875 is over to
6 the right there.

7 Q. Right. So the \$65,272.63 came from the ID
8 coverage?

9 A. And the emergency board up came from the ID
10 coverage.

11 Q. Okay. Then we have Option B - Personal
12 Property coverage?

13 A. Correct.

14 Q. Okay. And this has the replacement cost of
15 \$492,430.63?

16 A. Correct.

17 Q. And according to this document, you've paid a
18 total of \$329,527.02; is that what this is saying?

19 A. That's what it's saying.

20 Q. Okay. And then under Coverage Loss C, it has
21 listed -- these are the costs for her rental property
22 and stuff like that?

23 A. And additional living expenses, yes.

24 Q. And then on the next page, it has Optional
25 Policy Provisions?

1 A. Correct.

2 Q. And it has Option ID, and it's listing that
3 there as 175, and that's -- then it shows the two
4 items, 65,272 coming from the award?

5 A. Yes.

6 Q. And then it's showing \$2,080 coming from the
7 emergency board up?

8 A. That's correct.

9 Q. So those two things came from Option ID?

10 A. Yes.

11 Q. I do not see anything here for any other of
12 the options; am I -- am I correct in seeing that?

13 A. Which other options are you referring to?

14 Q. Well, there's nothing here listing option for
15 ordinance, OD.

16 A. No, there was nothing paid under ordinance
17 and law other than what was appraised in the -- in the
18 building appraisal.

19 Q. Okay. But you didn't break out anything as
20 to what was being paid for ordinance?

21 A. No.

22 Q. Okay. Then down below, this is -- there's a
23 list of all the checks that have been paid?

24 A. Yes.

25 Q. Okay. And do you know if the last item

1 that's been listed there is the appraisal award?

2 A. That's what it says it is. I -- I would have
3 to say yes.

4 Q. Okay. So you don't -- you're not aware of
5 any other checks that have been written to Ms. Stimson
6 since the appraisal award?

7 A. I'd have to look at the file.

8 Q. Okay. Now, it says that there's -- there's a
9 subtotal at the top of \$1,389.93 -- oh, sorry, let me
10 read that again -- 1 thousand 389 dollars 931 dollars
11 and 90 cents?

12 A. You mean \$1,389,931.90.

13 Q. Okay. And then it says total -- it gives an
14 amount that's Total Payable, which is \$1,000 less than
15 that because of the deductible?

16 A. Correct.

17 Q. And then it says Less Total Payments Made.
18 Do you see that number there?

19 A. Yes.

20 Q. Why is there a number under Net Payments?

21 A. I'm not sure when or what this was prepared
22 for.

23 Q. Well, it looks like it was prepared by Gary
24 Pelletier on --

25 A. 2/13/24. I would imagine there was a

1 \$5,437.86 payment that was potentially due.

2 Q. Well, it says Total Payable, right?

3 A. Correct.

4 Q. Then it says Less Total Payments Made?

5 A. Correct.

6 Q. And then it says Net Payment. So doesn't
7 that mean that there's still owed to her \$5,437.86?

8 A. I don't know if that payment was -- well, I
9 don't have the file in front of me, so I don't know if
10 that payment was issued or not.

11 Q. Okay. But you would agree with me that as of
12 February 13, 2024, Ms. Stimson was still owed
13 \$5,437.86, according to this document?

14 A. According to this, yes.

15 Q. Okay. And as we sit here today, you're not
16 aware that that payment has ever been made to her?

17 A. I am not aware one way or another.

18 Q. Okay, I understand. But you agree with me
19 that it is required to be paid to her under the policy?

20 A. If it's owed.

21 Q. Well, that's what I'm asking.

22 A. I don't know. I don't have the file in front
23 of me. I don't know what triggered the initiation of
24 this document and whether it was approved or not.

25 Q. Okay. So who would have to approve it?

1 Isn't Gary signing it that approval?

2 A. Not for that amount.

3 Q. What do you mean?

4 A. We have file authority up to a certain dollar
5 amount, and beyond that it goes to home office for
6 approval.

7 Q. And that raises -- so, in other words, each
8 provision you go through and you have an authorization
9 to pay up to a certain amount under each of the
10 provisions of the policy?

11 A. No. Under each of our authority levels as
12 employees.

13 Q. Oh, as employees. But don't you get that
14 authority level by sending it up to management, and
15 then they approve it?

16 A. Correct. So this might have been a document
17 that was sent up. I don't know if it was approved or
18 not, or if it came back with any other recommendations
19 or changes.

20 Q. Okay.

21 A. So the context of this document I'm not
22 certain of.

23 Q. Okay. So there's a document in the file
24 somewhere which lists what has been approved; in other
25 words, in your claims file, there are statements in

1 there, and Gary would ask for approval up to a certain
2 level; is that a fair statement?

3 A. Well, he would ask for approval.

4 Q. Yup.

5 A. That approval would go to me.

6 Q. Yup.

7 A. Once it's beyond my level, it would go to my
8 boss.

9 Q. And what's your level?

10 A. Team manager.

11 Q. What?

12 A. My level in what terms?

13 Q. In terms of what you can authorize.

14 A. Dollar-wise?

15 Q. Yes.

16 A. At that time? 300.

17 Q. 300,000?

18 A. Correct.

19 Q. So any approval of any number over that in
20 this claim would have to be approved by one step above
21 you?

22 A. And then above her.

23 Q. And who is above you?

24 A. Rachel Slovit.

25 Q. Okay. And what was her authority level?

1 A. I don't recall at that time.

2 Q. Okay. But you understand that for this
3 claim, it would have had to go above her level as well?

4 A. Yes.

5 Q. Okay. And I've seen in the claims file there
6 are places where, and it's noted, that one
7 person -- that there's a request for the level to be
8 raised; and then in the claims file, it will say yes,
9 we've approved that level, and then those numbers would
10 appear?

11 A. Yes. They would enter the authority numbers
12 in the file.

13 Q. Okay. Do you know what date the -- well,
14 when you had the determination from the appraisal, how
15 long do you have after the determination of the
16 appraisal to pay that amount?

17 A. I think it says that in the appraisal
18 language, I believe. We obviously try to pay for it as
19 quickly as possible. It doesn't specify that, but
20 usually within 15 days.

21 Q. Do you know whether there's a Vermont statute
22 that requires something different or a Vermont
23 regulation?

24 A. I'm not familiar, no, at the moment.

25 Q. Have you ever read Regulation I-79-2, the

1 Fair Claims Practices issued by the State of Vermont?

2 A. Have I ever read it?

3 Q. Yeah.

4 A. I -- I don't recall. Probably.

5 Q. And do you know whether or not that document
6 has a requirement of whether or not it should be paid
7 within 10 or 15 days?

8 MR. SATTI: That document or the
9 regulation?

10 MR. NUOVO: The regulation.

11 A. I don't recall.

12 Q. Okay. Do you know if that -- do you know if
13 there's a time limit for when you have to issue a
14 denial or acceptance?

15 A. I think it's 15 days.

16 Q. Okay. And do you know how that has to be
17 documented?

18 A. In writing.

19 Q. Okay. To the claimant?

20 A. Yes.

21 Q. All right. We'll come back to that for a
22 second later. I want to go to Exhibit 10. Here you
23 go.

24 MR. SATTI: Thank you.

25 MR. NUOVO: You're welcome.

1 Q. Have you ever seen this document before?

2 A. This would have gone to Gary most likely.

3 Q. Okay. But have you ever reviewed it?

4 A. This specific document, no.

5 Q. Okay. Do you know what this document is?

6 A. It's a contents inventory.

7 Q. Okay. And do you know if this was sent to
8 State -- to State Farm?

9 A. I would imagine it was sent to State Farm as
10 part of the contents claim.

11 Q. Okay. And now, on this document, there's
12 a -- just by of example, there's a list on the left
13 side of all the item numbers; do you see that?

14 A. Yes.

15 Q. Okay. And it's 105 pages. I'm not going to
16 make you read the whole thing. You won't have time.

17 A. Um-hum.

18 Q. But if we go to the end, it continues all the
19 way up through 2718 on the last page; do you see that?

20 A. Yes.

21 Q. And then it has replacement cost value at
22 8,000 -- a total replacement cost value of \$832,209.95?

23 A. I see that.

24 Q. Okay. And then it has an actual cash value
25 listed there of \$881,592.10; do you see that?

1 A. I see that.

2 Q. Okay. And you'd agree -- you believe that
3 this document was sent to -- and I can find it in the
4 claims file if I need to -- but you would agree with me
5 that this document was sent to State Farm?

6 A. It was, yeah, most likely sent to State Farm
7 via Gary.

8 Q. Yup.

9 A. Yup.

10 Q. Okay. Let's go to Exhibit 11. I show you
11 what's been marked as Exhibit 11. What is this
12 document?

13 A. It's a Change Report.

14 Q. Okay. And what is a Change Report?

15 A. It's when there are changes submitted during
16 the inventory evaluation process. Usually inventory's
17 updated.

18 Q. Um-hum.

19 A. And this basically helps identify what
20 triggered where those changes were and why.

21 Q. And does this amount to, as well, telling us
22 what the limits are of approved coverage under the
23 policy? Or, sorry, let me -- let me rephrase that.
24 Does this tell you what has been approved by State Farm
25 as to the amounts under Coverage B?

1 A. No.

2 Q. So what is the 800 -- \$489,072.77 represent?

3 A. That just represents what the value of the
4 inventory was at the time that this inventory was
5 produced.

6 Q. Okay. So this doesn't have anything to do
7 with authorization levels?

8 A. No.

9 Q. Okay. So State Farm is valuing all the
10 personal property under Coverage B replacement value as
11 being \$489,072.77; am I understanding that correctly?

12 A. I can't tell that from this document.

13 Q. Okay. What would you need to see to be able
14 to indicate that?

15 A. The inventory.

16 Q. Okay. Well, you're in luck, because that's
17 the next exhibit.

18 A. Okay.

19 MR. SATTI: So 12?

20 THE WITNESS: Mine looks thicker than
21 yours.

22 MR. SATTI: That's a good question.

23 MR. NUOVO: Yours is thicker because
24 yours is double-sided. His is not.

25 Q. Okay. So looking at --

1 MR. NUOVO: I was going to have them all
2 double-sided, but she had already copied them.

3 Q. So looking at this document here, we've got
4 the same coverage Change Report, correct, with the same
5 number?

6 A. Yeah.

7 Q. This is Exhibit No. 12. And then on what
8 would be page 3 of this document, Change Report
9 document, it starts with a list of items?

10 A. Um-hum.

11 Q. Am I correct?

12 A. It starts with -- I don't know, mine starts
13 with number 37, so.

14 Q. Yup. We're going to get to that. But you
15 can see from this document that there are no pages
16 missing; there's page 1, then there's page 2?

17 A. Well, I'd have to go through all hundreds to
18 verify that no pages are missing.

19 Q. I understand, but to page 2 to page 3 there's
20 nothing missing?

21 A. Okay.

22 Q. And I'll represent to you that this was page
23 699 of the claims file that was sent to me.

24 A. Um-hum.

25 Q. Now, it does, you're right, it starts with

1 number 37. It doesn't have 38 in there. It doesn't
2 have 40 or 42 or 44. Do you know why those numbers are
3 missing, or are they later on somewhere else?

4 A. I think they're on pages 6 and 7.

5 Q. Yup. So are all the -- do you know, in going
6 through this report, whether things were taken out of
7 the report?

8 A. No. They're just reorganized numerically.
9 And that most likely, if you follow along to like page
10 7, it's by location in the home, Closet Off Front Entry
11 on page 7. So I suspect that some of these were
12 reorganized based on the rooms that they were in.

13 Q. Okay.

14 A. To make it easy to follow as to what was in
15 what room.

16 Q. And you could prepare this -- where does this
17 report come from?

18 A. Xact -- XactContents.

19 Q. Right. And you can reorganize this report in
20 any way you want?

21 A. I am not -- again, I'm not a claim
22 representative, so manipulating XactContents for ease
23 of organization I'm not familiar with.

24 Q. You aren't aware that you could reorganize
25 these and have them organized by number?

1 A. You probably could.

2 Q. Okay. Now, if we go on, so as you noted,
3 they're organized by number, but you can't tell me,
4 sitting here today, if there are any numbers missing
5 that were on Ms. Stimson's submission and your
6 submission without going through it and spending hours
7 examining each number; is that a fair statement?

8 A. Yeah, no, generally we take the public
9 adjuster's Excel spreadsheet and import it into our
10 software.

11 Q. Okay. And do you know whether or not every
12 item from that made it into your spreadsheet?

13 A. Can I attest to 2,700 items being exactly
14 transferred over? Not by looking at this in two
15 minutes, but --

16 Q. Sure. But there would be a way to produce
17 this report, the same report, in numerical order so
18 that they could be compared apples -- compared to see
19 whether or not things are missing?

20 A. Potentially, yes. However, will the
21 numerical order of State Farm's list be exact as the
22 Excel document on here? I'm not sure.

23 Q. Well, it should have the same items listed on
24 it, and I'm not saying that the values or the
25 quantity -- well, the value should be the same, but

1 what I am saying is that all the items that were on her
2 report should appear in your report; is that a fair
3 statement?

4 A. It should. Whether item 13 on theirs is item
5 13 on ours, I can't -- I can't guarantee that.

6 Q. Well, we could do a spot check. Go to page
7 14 of your -- of the State Farm document. And then
8 we'll go and we see that there's number 246, we can do
9 the same by going to the previous Exhibit No. 11, and
10 we can look at 246.

11 A. You mean No. 10?

12 Q. No, I --

13 A. My exhibit's No. 10.

14 Q. Yes, your exhibit number -- no, no. Oh, it's
15 10? Oh, yes, you're right. I'm sorry. I misspoke. I
16 was looking at my number here.

17 So Exhibit No. 10. So if we go to 246 on
18 Exhibit 12 and 246 on Exhibit 10.

19 A. Yeah, it says the same wall hanging.

20 Q. Yup. So we can see that at least for that
21 item it's exactly identical?

22 A. Yes.

23 Q. Okay. Now, I note on yours, it says "Per
24 Invoice"?

25 A. Correct.

1 Q. And it doesn't have an amount written there.

2 A. I believe -- okay, so per invoice means it
3 was paid under something else. It means that wall
4 hanging was included elsewhere.

5 Q. And where else where would it be included?

6 A. Well, let's see. It could have been included
7 in one of the restoration invoices, but I'd have to
8 cross-reference all that information.

9 Q. Could it be that this was put into the
10 Manzi --

11 A. It's possible, too.

12 Q. Okay.

13 A. Again, I -- by looking at it right here,
14 right now ...

15 Q. Okay. So I note above there's a "Rope
16 Necklace with a 1 inch Sea Turtle." Do you see that,
17 number 241?

18 A. Yes, I see that.

19 Q. And if go back to 241 on her document,
20 there's a value listed for it, but again, yours says
21 "Per Invoice"?

22 A. Right. It could have been it was cleaned,
23 restored, repaired, or paid for under something else.

24 Q. Okay. But when we get down to the last page
25 of your document, let's go to page 114, which is just

1 one before the last.

2 A. I'm sorry, which exhibit?

3 Q. We're on 12.

4 A. On 12, page 114?

5 Q. Um-hum.

6 A. Okay.

7 Q. So you have there, you can see on that page
8 there's a bunch of stuff that's listed as "Per
9 Invoice"?

10 A. Yes.

11 Q. And anything that's listed on "Per Invoice"
12 is not included in this total 489 dollars and 72 cents
13 and 77; would that be a fair assumption?

14 (Reporter clarification.)

15 Q. Why don't we just go with the \$489,000
16 number.

17 A. No, I don't think so.

18 Q. So you would -- you would agree with me
19 anything that says "Per Invoice" or "Clean"?

20 A. Yeah, that's not included in that amount.

21 Q. Number, okay. And we can see, like going
22 back up to page 113, things like "Original Artwork," it
23 says "Per Invoice," an 8 by 10. "Original Artwork 5 by
24 7," it says "Per Invoice." "Hard Cover Books, per
25 Estimate"?

1 A. Hard Cover Books, there were some hard cover
2 books that I think were included for restoration or
3 cleaning.

4 Q. Yup.

5 A. So those would refer to the fact that that
6 was captured somewhere else.

7 Q. Okay. But do you know whether or not those
8 monies -- the monies for these items were paid or
9 whether these were items that were included on Manzi's
10 appraisal value?

11 A. I -- again, I didn't -- wasn't the claim rep
12 handling the file, but I'm -- we paid for a bunch of
13 book cleaning -- hold on a second. No, we did not.
14 Hold on a moment.

15 Q. Doesn't Exhibit 14 state everything you paid?

16 A. I'm looking at it. So dry Cleaning and Sal's
17 Restoration was paid. I don't recall what specifically
18 that restoration piece was. We did pay for book
19 storage and pack out. I'd have to look specifically at
20 those paintings.

21 Q. That's why we're here.

22 A. Yeah, included in this estimate under Exhibit
23 No. 12, page 115, line 2742 is --

24 Q. Hang on, let me get to the same page as you.
25 I just pulled that out. So you're talking about

1 Exhibit No. 12?

2 A. Exhibit No. 12, page 115.

3 Q. Yup, hang on. Yup.

4 A. Line 2742.

5 Q. Line 27 --

6 A. Included "Book Cleaning CRDN Estimate."

7 Q. Yup.

8 A. \$3,696.06 was paid in the inventory as part
9 of the \$489,072.77 for the cleaning of those books.

10 Q. The cleaning -- well, you don't know which
11 books were cleaned. And that says a book cleaning
12 estimate?

13 A. Correct. From CRDN, which I believe was
14 hired by Ms. Stimson originally.

15 Q. And you're saying --

16 A. We also included labor to pack out --

17 Q. Well, hang on.

18 A. -- and storage.

19 Q. And I'm looking -- what date was that page?
20 Just so I can see that on the payments made schedule.

21 A. It was paid as part of the 489,072.77. It
22 was paid as part of the original contents payment, the
23 ACV contents payment.

24 Q. So you're saying you paid -- the only
25 payments I see here are some -- I don't see a payment

1 for 3,600 --

2 A. You're not going to. This was all part of
3 the ACV payment under contents.

4 Q. Yes, but --

5 A. It's part of the inventory.

6 Q. Okay. But you didn't pay her 489 dollars and
7 72 cents -- \$489,000?

8 A. Well, I've got to see what the ACV amount
9 is.

10 Q. The only amount you paid her is \$329,527; is
11 that correct?

12 A. Correct. Wait, no. Hold on a second.
13 The -- I'd have to look at the list of all the payments
14 that were issued.

15 Okay. So ACV contents settlement to the
16 insured was made on 9/15/23, which is the date that
17 this document was produced. Yes. Okay?

18 Q. So that's -- that document is dated it 9/15,
19 thank you.

20 A. Correct. And on that same date, we issued
21 payment to the insured for \$190,636.55. Of that, we
22 paid the public adjuster, according to her contract
23 with him, of the contents, 21,499.53. And you have to
24 remember, we advanced Ms. Stimson I think over \$60,000
25 in Coverage A advance payments that also was applied to

1 that total that we owed under ACV.

2 Q. But you understand that this document here
3 was produced on September 15th, 2023; is that correct?

4 A. I don't know if it was produced on that date.
5 It was finalized that on that date.

6 Q. Okay.

7 A. It was a work in progress up to that date.
8 It doesn't -- that document takes more than just a day
9 to complete. But that's the date that that document
10 was printed.

11 Q. Okay.

12 MR. SATTI: And for the record, what was
13 that document you were just referring to?

14 THE WITNESS: That is Exhibit No. 12.

15 MR. SATTI: Thank you.

16 Q. I'm going to show you what is marked as
17 Exhibit No. 15. Again, it's thinner because I had it
18 double-sided. Have you ever seen this document before?

19 A. Yes.

20 Q. Okay. And do you know what date it was
21 produced?

22 A. I'd have to look at it. I don't know, let's
23 see, what does it say here? Issue date of report,
24 December 19th, 2023.

25 Q. Okay. And so this report was issued, and

1 then, of course, it says right underneath that reissued
2 January 4th. You couldn't have had a copy of this
3 report prior to December 19th, 2023?

4 A. This report prior to -- I don't know if this
5 was a follow-up report, but it seems like this was
6 initially produced on December 19th, 2023.

7 Q. Okay. And the document you were just looking
8 at is dated as being finalized on 9/15/2023?

9 A. At that time, based on the information we
10 had, that document was produced on 9/15/2023.

11 Q. And have you updated that document since you
12 got the appraiser and restoration report from Manzi?

13 A. The -- at that point the claim was in
14 litigation, and our litigation team was handling the
15 claim.

16 Q. So --

17 A. Based on the items in dispute. Including the
18 fact that Ms. Stimson did not include any ages -- or
19 her public adjuster -- did not include any ages on any
20 of the contents. Therefore, it became impossible for
21 us to establish an ACV without that information.

22 Q. So my question to you, though, is as of -- as
23 of today, you have not paid anything related to Manzi's
24 report for items that are antiques and would come under
25 that provision of the policy which would require a

1 replacement value?

2 MR. SATTI: Objection to the form. You
3 can answer.

4 A. The Manzi report was subject to a dispute on
5 what was cleanable, what was repairable, and the cost
6 of those items. Therefore, I don't believe those
7 issues have been resolved since litigation started.

8 Q. Okay. So you would agree with me then that
9 at a minimum for the items listed in this report that
10 she's entitled to \$292,355?

11 A. Those items are in dispute. Therefore --

12 Q. What do you mean, they're in dispute?

13 A. The value of the restoration for these items
14 is in dispute.

15 Q. Okay. Is the replacement value in dispute?

16 A. Yes.

17 Q. Who has reviewed these to dispute them?

18 A. Counsel.

19 Q. Okay. So your counsel has not identified any
20 experts to value these, so I'm unaware of anybody who's
21 valued these other than Manzi.

22 A. Is there a question?

23 Q. Yeah, are you aware of anybody else who's
24 valued these?

25 A. Not since it's been in litigation.

1 Q. Okay. So if that's no other appraiser and no
2 other individual who's placed a value on these, would
3 you agree with me that the \$292,355 is owed to Ms.
4 Stimson?

5 A. No.

6 Q. Do you agree with me that these items in the
7 Manzi report are not contained in the Change Report?

8 A. These items are in part listed in the Change
9 Report. I think part of the dispute was there was an
10 overlap with some items that were already paid for
11 previously, and they were also part of this report. So
12 there were a number of areas of dispute with this
13 document that we were trying to resolve that's party to
14 the litigation, my understanding.

15 MR. SATTI: And just for the record, the
16 document he was just referring to was?

17 THE WITNESS: Exhibit 15.

18 MR. SATTI: The Manzi report.

19 Q. So everything in Exhibit B -- I'm sorry, in
20 Coverage B has nothing to do with the appraisal
21 process, and the appraisal process does not limit
22 anything she can claim under Coverage B; is that
23 correct?

24 A. Correct.

25 Q. Okay. So that is, regardless of this -- of

1 what the Court decides as to the appraisal process, the
2 dispute over the property is still a live controversy?

3 A. It's my understanding it's still
4 unresolved.

5 Q. Okay. And subject to litigation to be
6 resolved by a jury?

7 A. Yes.

8 Q. Or a court?

9 Okay. Would you agree with me that as an
10 adjuster, State Farm is required to be fair and carry
11 out the terms of the insurance contract in good faith?

12 A. Yes.

13 Q. And would you agree with me that you have a
14 duty to understand the law of the state of Vermont as
15 it applies to State Farm's insurance contract with Ms.
16 Stimson and to make sure Ms. Stimson is able to receive
17 the full benefits of her policy?

18 A. To the best of our ability.

19 Q. Okay. And do you agree that you have a duty
20 to investigate claims in a diligent manner and to act
21 promptly to resolve the claim?

22 A. Yes.

23 Q. Okay. And do you agree that you have a duty
24 to document all your communications?

25 A. Yes.

1 Q. Okay. So can I assume that if there's not a
2 communication that's contained in the claims file that
3 I've been provided, that it did not take place?

4 A. If there was a mistaken item missing, I don't
5 know, but would I assume that if it took place, it's in
6 the file.

7 Q. Okay. And if it didn't take place, then it's
8 not in the file?

9 A. I -- I would -- yeah.

10 Q. Okay. And you have a duty to be open to
11 additional information in determining a claim; or if a
12 claim is denied, to look at that information in a light
13 favorable to the client under the terms of the policy?

14 A. Yes.

15 MR. SATTI: Objection to the form. You
16 may answer it.

17 Q. You have a duty to promptly resolve all
18 claims with the claimant and to do so promptly?

19 A. Yes.

20 Q. Okay. Do you know whether or not there is a
21 single document outlining -- signed by my client or
22 Mr. -- her private adjuster documenting the exact items
23 that are supposed to go to appraisal?

24 A. I'm sorry?

25 Q. Do you know whether there is a signed

1 document signed by our client, or Sabel Adjusters on
2 their behalf, and State Farm detailing exactly what's
3 supposed to go before the appraisal?

4 MR. SATTI: For which coverage?

5 MR. NUOVO: There's only one issue that
6 went to appraisal.

7 MR. SATTI: Then you know what it is.

8 MR. NUOVO: So does he.

9 A. Did they provide a document?

10 Q. Yeah. Is there a document signed by both
11 State Farm and either Sabel Adjusters or Ms. Stimson
12 detailing the exact items that are supposed to be
13 considered under the appraisal?

14 A. I can't speak to what Sabel Adjusters
15 provided their appraiser --

16 Q. No, you're not listening to my question. One
17 document --

18 MR. SATTI: You can answer it any way you
19 are truthfully answering it, and don't have him do
20 that again.

21 MR. NUOVO: Objection -- you don't get to
22 make speaking objections.

23 MR. SATTI: He's been listening to this
24 for a lot of hours, and he's going to answer the
25 questions truthfully.

1 MR. NUOVO: No speaking objections.

2 MR. SATTI: I'm not speaking.

3 MR. NUOVO: Yes, you are.

4 MR. SATTI: I'm reminding him.

5 MR. NUOVO: Yeah, that's a speaking
6 objection.

7 MR. SATTI: Which he's been doing for
8 over five and a half hours.

9 MR. NUOVO: Okay. And it got settled.

10 Q. MR. NUOVO: So my question to you, again.

11 A. Um-hum.

12 Q. Okay? Are you aware of any document signed
13 by a representative of State Farm and a representative
14 of Ms. Stimson, either herself or someone from Sabel
15 Adjusters, which details exactly which items are going
16 to go to the appraisal?

17 A. We provided that document to Sabel Adjusters,
18 and they replied in agreement with going to
19 appraisal.

20 Q. Okay. So --

21 A. That --

22 Q. So your statement here is that the letter
23 that you sent and all those things in the boxes, those
24 are the only items that the appraisers were entitled to
25 appraise; is that a fair statement?

1 MR. SATTI: Objection to the form. You
2 can answer it.

3 A. Those were the areas that we disagreed on.

4 Q. Okay. And the appraiser should not have
5 decided any other issues?

6 MR. SATTI: The appraisers or the umpire?

7 MR. NUOVO: The appraisers.

8 MR. SATTI: The appraisers didn't
9 determine value.

10 MR. NUOVO: Okay, stop your objecting.
11 Yes, they did.

12 MR. SATTI: No, they didn't.

13 MR. NUOVO: Stop your --

14 MR. SATTI: You know the documents.
15 They're a part of our motion.

16 MR. NUOVO: You don't get to make a
17 speaking objection.

18 MR. SATTI: I'm not. I'm not speaking.

19 MR. NUOVO: Yes, you are. You are making
20 a speaking objection.

21 MR. SATTI: You don't have to raise your
22 voice to me. It's too late to do that.

23 MR. NUOVO: I will raise my voice to you
24 if you keep making speaking objections.

25 MR. SATTI: Just be professional. You

1 don't need to raise your voice.

2 MR. NUOVO: You're the one not being
3 professional right now.

4 MR. SATTI: We both have been doing this
5 for a long time.

6 MR. NUOVO: Okay.

7 MR. SATTI: And by the way, raising your
8 voice doesn't help anybody in the room either.

9 MR. NUOVO: I didn't really raise it that
10 loud, and we can get an attestation to that.

11 MR. SATTI: But you raised it.

12 Q. BY MR. NUOVO: I'm going to show you what's
13 been marked as Exhibit No. 24. Can you tell me what
14 that document is?

15 A. Claims Practices Operation Guide.

16 Q. Do you know why this document -- and this has
17 to do with appraisals; is that correct?

18 A. It does.

19 Q. Okay. And it was dated 04/15/2022. Do you
20 know whether or not there's a supplemental one between
21 04/15/2022 and October 15th -- sorry, let me rephrase
22 that -- between April 15th, 2020 and October 15th,
23 2022?

24 A. No, I'm not aware if there is one or not.

25 Q. Okay. Do you know why this document was not

1 provided to me by State Farm?

2 MR. SATTI: Objection to the form. You
3 can answer it.

4 A. No.

5 Q. Okay. Was it in any of the operational
6 guides that were provided to me?

7 A. Earlier?

8 Q. Yeah.

9 A. I don't believe so.

10 Q. Okay. We specifically looked at all those,
11 and I made sure that as we were going through them that
12 you noted each one, but the Operation Guide for the
13 subject of Appraisal was not included in that, correct?

14 A. I don't know, I didn't prepare the
15 documents.

16 Q. No, no, what we saw today.

17 A. Right.

18 Q. It was not in there?

19 A. I did not see that.

20 Q. Okay. Take a moment to look at this. Does
21 this document, to the best of your knowledge, outline
22 the appraisal process and the operational guide?

23 A. It speaks for itself.

24 Q. Okay. Looking at it, do you believe this is
25 a true and accurate copy of the Operation Guide 75-09?

1 A. It appears to be.

2 Q. Okay. And this document details what you're
3 supposed to do for appraisals; is that correct?

4 A. Yes.

5 Q. Okay. So down at the bottom, it gives you
6 the Appraisal Principles?

7 A. Which page are we on?

8 Q. On number 1. The first page of this
9 document.

10 A. Okay.

11 Q. Okay. Now, it says, the last line
12 there -- oh, sorry, it says Appraisal Principles, and
13 it gives you the principles for which appraisals should
14 be done?

15 A. Um-hum. Yes.

16 Q. Now, under this direction -- well, let's go
17 backs to the purpose. Under the Purpose, it says, "If
18 a policy provision" -- the second paragraph -- "or
19 application is more restrictive than the law of the
20 jurisdiction, then the law of jurisdiction will apply."
21 Do you see that?

22 A. I do.

23 Q. Okay. And you agree with that?

24 A. Yes.

25 Q. Okay. And so if there's a difference between

1 what the principles are in this appraisal practice that
2 are more restrictive than the policy, then the policy
3 provisions apply; is that correct?

4 A. Say that again?

5 Q. Sure. If there's a contradiction between the
6 operational guide and the actual wording in the policy,
7 the policy provision applies?

8 A. Correct.

9 Q. Okay. So, for example, here it says, at the
10 very bottom of the page, "Therefore, appraisal should
11 not be used" -- hang on, I misread, what I didn't want
12 to read.

13 Okay. So I'll rephrase that question. So it
14 says in the Appraisal Principles, it says, the last
15 sentence under section II of the first paragraph, it
16 says, "The appraiser does not decide coverage or policy
17 interpretations, rather only evaluates the loss"?

18 A. Where are you now, again?

19 Q. Yup, sure.

20 A. Where are you now? What page?

21 Q. It says -- on the first page of this
22 document.

23 A. Yup.

24 Q. Down at the bottom of the --

25 A. The Appraisal --

1 Q. -- first -- first paragraph under part II,
2 the last sentence of that first paragraph, it says,
3 "The appraiser does not decide coverage or policy
4 interpretations, rather only evaluates the amount of
5 loss"?

6 A. Correct.

7 Q. Okay. So they did not decide any issue that
8 was denied?

9 A. No. It's a covered loss.

10 Q. Right, I understand. And as part of this
11 lawsuit, we dispute those denials; you understand that?

12 A. No, the lawsuit -- it's a covered loss.
13 There are certain claims being made within the covered
14 loss that may not be covered, and those were outlined
15 and explained, but that was not part of the appraisal
16 process.

17 Q. Right. So my point to you is that we dispute
18 some of your denials, and those issues were not covered
19 by the appraisals, and therefore, those disputes are
20 still live controversies between you and Ms. Stimson?

21 A. That's your opinion.

22 Q. Well, is it yours?

23 A. No.

24 Q. So you think that the appraisal got rid of
25 the -- covered also the denials?

1 A. Which denials are you referring to?

2 Q. Well, in your letter, there were -- in the
3 letter dated May 11th, there was a whole section of
4 denials that we went under -- covered.

5 A. Right.

6 Q. And then there was another section in a table
7 outlining the disputes that you wanted resolved in the
8 appraisal.

9 A. Correct.

10 Q. So the denials were not resolved in the
11 appraisal?

12 MR. SATTI: Objection to the form. You
13 can answer it again.

14 A. Well, it depends on how you look at it. I
15 mean, as far as ordinance and law, Ms. Stimson's
16 contractor included ordinance and law in his estimate,
17 so that estimate was subject to the appraisal, which
18 included his ordinance in law for areas such as
19 insulation.

20 Q. Did you -- did you -- is there anything in
21 that appraisal that has them deciding ordinance or law?

22 A. No.

23 MR. SATTI: Objection to the form.

24 A. But insulation was part of the appraisal.

25 Q. I understand insulation was, but does the

1 appraisal -- are the appraisers allowed to decide
2 ordinance issues?

3 A. No.

4 Q. Thank you.

5 A. But they are allowed to decide value.

6 Q. Okay.

7 MR. SATTI: Of what?

8 THE WITNESS: Damages claimed.

9 MR. NUOVO: Okay, you don't get to ask
10 questions.

11 Q. All right. So, for example, the "Appraisal
12 should not be used to resolve questions such as: What
13 caused the loss?" Is that a fair statement?

14 A. Yes.

15 Q. "Do policy exclusions apply?" Correct?

16 A. Correct.

17 Q. Is that a fair statement?

18 A. Yes.

19 Q. They're also not allowed to decide:
20 Accidental direct physical loss? "Has accidental
21 direct physical loss occurred?"

22 MR. SATTI: Objection to the form. You
23 can answer it.

24 Q. Is that a fair statement?

25 A. It doesn't apply to this loss, but yes.

1 Q. Okay. And "Have policy conditions been met?"
2 They aren't allowed to decide that?

3 A. Correct.

4 Q. And "What is the scope or extent of the
5 loss?" Is that a fair statement?

6 A. Yes.

7 MR. SATTI: Fair statement of what?

8 A. That's what it says.

9 MR. NUOVO: Okay. If he doesn't
10 understand my question, he can ask me to rephrase
11 it, but you are not allowed to interrupt. Your
12 sole basis for objecting is to instruct him as
13 to -- to make an objection to form, or you can
14 instruct him not to answer if it involves a
15 privilege.

16 Q. All right. So the appraisal process is not a
17 policy requirement; the appraisal process does not have
18 to go through?

19 MR. SATTI: Objection to the form.

20 Q. So let me rephrase it. There is not a
21 requirement in the policy that parties go through the
22 appraisal process?

23 A. It's a -- well, it can be requested.

24 Q. It can be requested, but it is not a
25 requirement?

1 MR. SATTI: Objection to the form.

2 A. No.

3 Q. Okay. And the appraisal process does not
4 preclude litigation, does it?

5 A. No.

6 MR. SATTI: Objection to the form.

7 Q. Okay. So read number III under
8 section -- Roman numeral 3, Appraisal Guidelines,
9 (C)(3). Just read it to yourself a second.

10 A. You want me to read (A), (B) and (C)?

11 Q. Yup. And you see under (C), there's a
12 section (3). Just read that to yourself for a second.
13 Tell me when you're ready.

14 A. Okay.

15 Q. Okay. Now, it talks about filing suit in
16 that section. What does that section mean to you?
17 Could you explain it to me?

18 A. Which section are you referring to?

19 Q. Remember, we talked about (C)(3), which I
20 just had you read.

21 A. (C)(3)?

22 Q. Yup.

23 A. Right. It says, "Either party is prohibited
24 from demanding appraisal after that party brings suit"

25 --

1 Q. Right.

2 A. -- "or action against the other party."

3 Q. Okay. So is it your opinion that filing suit
4 has an effect on the appraisal?

5 MR. SATTI: Objection to the form.

6 A. No.

7 Q. Okay. So if go down on the next page, which
8 is listed at the bottom as Page 3 of 8, under section
9 III again, Appraisal Demand, under (2), it says, "The
10 demand must specify the areas of disagreement," which
11 we can agree -- you agree with me that your letter of
12 May 12th did; is that correct?

13 A. Yes.

14 Q. Okay. "The demand should fully explain the
15 obligations of the insured, the appraisers the umpire,
16 and the time limits within which the action must be
17 taken." Do you see that?

18 A. Yeah.

19 Q. Okay. Now, "Appraisal demands should be
20 clear and in writing." And your agreement to me is
21 that it did, embedded in the paragraph in your May 12th
22 letter; is that a fair statement?

23 A. Yes.

24 Q. Okay. And "The appraser should be instructed
25 to document activities and findings." Do we have

1 copies of anything from the appraiser showing that he
2 documented the activities?

3 A. A specific --

4 Q. Yeah.

5 A. -- instruction to do so?

6 Q. Yeah.

7 A. I'm not sure. There should be an appraisal
8 assignment letter.

9 Q. Yup. We'll get to that in a second. So
10 Timelines, do you see that, (D)?

11 A. Yes.

12 Q. Okay. It says that the "Appraisal may be
13 demanded as soon as substantial disagreement occurs,"
14 or -- "and other avenues of agreement have been
15 explored," okay? You stated here that they -- you made
16 the demand, and then they agreed. But the next section
17 says, "Review policy materials with the jurisdiction to
18 verify timelines." Do you know whether anybody
19 reviewed the jurisdiction in Vermont to verify the time
20 deadlines?

21 A. Well, it specifically states, "There should
22 be a strict adherence to time limits for selection of
23 appraisers (20 days) and umpire (15 days) unless the
24 time is extended by mutual agreement."

25 Q. Right. And do you have a mutual agreement

1 anywhere in writing showing that the deadlines were
2 extended?

3 MR. SATTI: Objection to the form. You
4 may answer it.

5 A. With the other appraiser?

6 Q. Do you have any document showing that anybody
7 agreed to the timelines being extended?

8 A. My understanding is that document is between
9 the two appraisers that were selected.

10 Q. Okay. That doesn't -- does it say anywhere
11 here that the timelines -- who "mutual agreement" has
12 to be?

13 A. It doesn't state that the insurance company's
14 timeline has to be -- responsible and in charge of that
15 timeline either.

16 Q. So your statement, the timeline doesn't
17 really matter here to the parties; so in other words,
18 Ms. Stimson --

19 A. It certainly matters. My appraiser -- State
20 Farm's appraiser and Ms. Stimson's appraisers and their
21 communication and their contact and scheduling is
22 between the two parties that we both have hired.

23 Q. Okay. But it doesn't say that it's the
24 appraisers who get to set the timeline?

25 A. That timeline is referring to the selection

1 of the appraisers.

2 Q. Yup. And it also provides a timeline for
3 when an umpire should be picked?

4 A. Unless it's extended by mutual agreement.
5 And again, that mutual agreement between the appraisers
6 I'm not party to that conversation.

7 Q. Okay. But your position is -- does it say
8 anywhere in here that the mutual agreement is between
9 the appraisers as opposed to mutual agreement between
10 the parties?

11 MR. SATTI: Objection to the form.

12 A. It says what it says.

13 Q. Okay. So, so the next sentence says,
14 "Failure to meet the policy provision time limits could
15 void the appraisal." Do you see that?

16 A. The 20 days and the 15 days, unless time is
17 extended by mutual agreement. I see that.

18 Q. Right, okay. So if there's no agreement, by
19 my -- I interpret this to be that my client has to
20 agree to the extension, and the appraisal will be void
21 if it didn't follow this timeline, unless there was a
22 mutual agreement. And you can and I can disagree as to
23 what -- who gets to make that mutual agreement.

24 MR. SATTI: There's no question there.

25 A. There's no question.

1 Q. Yup. So my question to you then is: If
2 there was no mutual agreement to extend the timeline,
3 the appraisal is void?

4 A. There's not for me to answer.

5 Q. Okay. But you would agree that what that's
6 what it says right here?

7 A. It doesn't specify what type of mutual
8 agreement that has to be.

9 Q. It doesn't, does it? And there's nothing in
10 the -- the policy doesn't specify either? It doesn't
11 say it's the appraisers who have to agree, does it?

12 A. It doesn't say that.

13 Q. Okay. And it also states that "Any agreed
14 covered amount of loss should be paid promptly"; is
15 that correct?

16 A. Correct.

17 Q. Do you know when the money was actually paid
18 to Ms. Stimson?

19 A. I believe it says it in that --

20 MR. SATTI: He just asked you do you
21 know. Do you know when it was paid to her.

22 A. I could look. 12/16/2023 per the Summary of
23 Loss in Exhibit 14.

24 Q. Have you seen the actual check?

25 A. No.

1 Q. I show you what's been marked as Exhibit No.
2 5. I represent to you this was a document given to me
3 contained in the claims file starting at page 35. I
4 put Bates stamps number at the bottom of it so I could
5 identify each individual page. This document is dated
6 1/14/2026; do you see that?

7 A. Yes.

8 Q. Okay. What is this document?

9 A. It says it's a Fire Claim File Print of
10 Financial Information.

11 Q. Okay. So what is that -- what is that
12 document supposed to include?

13 A. I don't know, I've never seen one like this
14 before.

15 Q. Okay. So it has Basic Claim Information,
16 which just has the name of the parties, the claim
17 number, date of loss information; is that correct?

18 A. Yes.

19 Q. Okay. And then going to page 2, it shows in
20 reverse chronological order starting with the most
21 recent payment or the last payment that's listed on
22 this document of 07/31/25 to Dinse PC for \$280; do you
23 see that?

24 A. Yes, I do.

25 Q. Okay. So see if you can find on there the

1 date that the amount was paid to Ms. Stimson for the
2 appraisal.

3 MR. SATTI: You mean for the award?

4 MR. NUOVO: Yup.

5 Q. Do you see that the check wasn't actually
6 issued -- go ahead and look at January 11th, 2024.

7 A. Okay.

8 Q. Do you have any reason to dispute that the
9 check to Ms. Stimson for the quote/unquote amount under
10 the appraisal wasn't paid until January 11th, 2024?

11 A. It was paid on December 21st, 2023.

12 Q. No, that was "Stop Pay."

13 A. Correct. That means that it was paid.

14 Q. But she didn't --

15 A. And then she requested, or someone requested,
16 a stop pay that draft and reissue it.

17 Q. And you think that Ms. Stimson stopped to pay
18 the amount? Who ordered the stop pay?

19 A. I'd have to see the claim file.

20 Q. Okay.

21 A. So that payment was issued to Ms. Stimson and
22 her bank, and at some point between December 21st of
23 2023 and January 11th of 2024, a request was made to
24 reissue that draft.

25 Q. Okay. So she didn't actually receive

1 it -- couldn't have received it before January 11th,
2 2024; is that a fair statement?

3 A. I'm sorry, she could have?

4 Q. She could not have received it before --

5 A. Why not?

6 Q. -- January 11th, 2024?

7 A. Why not?

8 Q. Because the other check was stopped.

9 A. I don't have any reason to know why the
10 request was made to stop it.

11 Q. Okay. So if I show you the only check that I
12 have was dated -- yeah, I do have that in here, I
13 think. I thought I had it in here. I'll look for it
14 later.

15 Okay. Let's go back to Exhibit No. 24. So
16 the next part down at the bottom of page 2, that
17 Appraisal Process there is detailing things that apply
18 specifically to Homeowners Policy 7955, which is not
19 related to our claim; is that correct?

20 A. I'm sorry, what page are you on?

21 Q. Sure. 2 of the Exhibit No. 4.

22 A. Which section?

23 Q. Right down at the bottom. It lists Appraisal
24 Process, but then it specifically mentions FP 7955.

25 A. "Homeowners with no Endorsement regarding

1 Appraisal"?

2 (Reporter clarification.)

3 Q. So we're looking at Exhibit No. 24.

4 A. Okay.

5 Q. Yup.

6 A. Page 2?

7 Q. Page 2. All the way down at the bottom.

8 A. Yes.

9 Q. And there it says the Appraisal Process --

10 A. Right.

11 Q. -- dash FP 7955.

12 A. Correct.

13 Q. That does not apply to Ms. Stimson; is that
14 correct?

15 A. Correct.

16 Q. Okay. So if we go to page 4 of that same
17 document, and there it has HW -- Appraisal Process
18 HW-2100?

19 A. Yes.

20 Q. Is that the section that now applies -- does
21 this provision apply to Ms. Stimson's policy?

22 A. Yes.

23 Q. Okay. And now, the first thing it says,
24 "Ensure all timelines and conditions have been
25 explained to the policyholder, including the itemized

1 documentation of a specific dispute as to the amount of
2 loss." Is that what it says? Right under (A), the
3 second paragraph?

4 A. Correct.

5 Q. Okay. Now, the only letter we have doing
6 that is Exhibit -- is the May 12th letter; is that
7 correct?

8 A. Right. But we've also had conversations with
9 Ms. Stimson's public adjuster through this whole
10 process.

11 Q. Okay. "At least 10 days before demanding
12 appraisal, the parties seeking the appraisal must
13 provide the other party with written, itemized
14 documentation of a specific dispute as to the amount of
15 loss, identifying separately each item being disputed."
16 Is there a letter that was sent prior to May 12th
17 detailing the specific disputes?

18 A. I don't recall.

19 Q. Okay.

20 MR. SATTI: I believe the letter was May
21 11th.

22 MR. NUOVO: Okay, thank you, you're
23 right, May 11th.

24 Q. So was there a letter that was sent out at
25 least 10 days beforehand with written, itemized

1 documentation of the specific dispute as to the amounts
2 of loss, identifying separately each item to be
3 disputed?

4 A. I don't recall.

5 Q. Okay. And then under Timelines on the next
6 page, on page 5, it says, "Review policy materials for
7 the jurisdiction to verify the timelines." Do you know
8 if anyone did that?

9 A. Reviewed the policy? Yes.

10 Q. Policy materials for the
11 jurisdiction -- okay, yup.

12 A. Yeah, 20 days.

13 Q. Yup. And then it says, "There should be a
14 strict adherence to time limits for selection of
15 appraisers (20 days)." And "If the two appraisers fail
16 to agree upon the amount of loss (30 days), unless the
17 time is extended by mutual agreement, they will select
18 a competent umpire"?

19 A. Correct. And it's, again, referring to two
20 appraisers fail to agree unless the time is extended by
21 mutual agreement. To me, that references the two
22 appraisers, not State Farm Insurance and Ms. Stimson's
23 representative.

24 Q. But it doesn't say that in the policy? It
25 doesn't say appraisers in the policy?

1 A. It says it here.

2 Q. Well, did Ms. Stimson have a copy of this?

3 A. Again, this is a guideline. This is an
4 interpretation of that policy. And --

5 Q. But you understand that policies are
6 interpreted -- language in the policies are always
7 interpreted, where there's any ambiguity, in the favor
8 of the policyholder?

9 A. I don't read that as ambiguous.

10 Q. Okay. Then the next thing says -- of course,
11 we've done this -- but again, the "Appraisal is only
12 available" -- do you agree with me that the "Appraisal
13 is only available to determine the amount of loss for
14 each item in dispute," and those are only the items
15 listed in your May 12th letter?

16 MR. SATTI: Objection to the form.

17 Q. Is that correct?

18 A. Yes.

19 Q. And it says specifically, after that, that
20 "The appraiser and umpire have no authority to decide
21 questions of fact, law, coverage, contract issues, or
22 to conduct appraisal on a class-wide basis." And we
23 discussed those things, and that's specifically, again,
24 in this provision; you agree with that?

25 A. Yes.

1 Q. Okay. So under (G) Additional Conditions,
2 which is on page -- continues over on to page 6; do you
3 see that?

4 A. Yes.

5 Q. Okay. It says -- what does it mean, "The
6 appraisal award may not be entered as a judgment in a
7 court"? What do you understand that to mean?

8 A. I don't know, I'm not an attorney.

9 Q. Okay. Well, it's in the guides to you, so
10 I'm just -- as the State Farm representative, what does
11 that phrase mean to you?

12 A. That means I would contact an attorney to
13 find out what specifically that -- how that applies.

14 Q. That's fine. So number (3) down in -- on
15 page 6 still, if you look down under section VI,
16 Completing The Appraisal Process?

17 A. Um-hum.

18 Q. If you read that --

19 A. Yes.

20 Q. -- section to yourself for a second, tell me
21 what that section means to you.

22 MR. SATTI: Under (B)(3); is that what
23 you're asking?

24 MR. NUOVO: Yup.

25 MR. SATTI: Thank you.

1 Q. What does that section mean to you? Have you
2 read it?

3 A. Yeah, I have.

4 Q. Okay. Do you agree with me that the process
5 there was not followed?

6 A. I don't recall.

7 Q. Okay. Well, it says that "In the course of
8 appraisal, the company should complete the Memorandum
9 of Appraisal." Is there any document that's titled
10 Memorandum of Appraisal that you're aware of?

11 A. I'm -- I don't recall if there is or not.

12 Q. Okay. And the only thing that's not supposed
13 to be in there is entering the name of the insured's
14 appraiser; do you see that?

15 A. I saw that.

16 Q. Okay. "The memo is next mailed to the
17 insured with the request that they enter the name of
18 their appraiser, review the document for accuracy, date
19 and sign the document, and then mail it to their chosen
20 appraiser." Do you see that?

21 A. I see that.

22 Q. Do you know of any such document in
23 existence?

24 A. I am not aware of one.

25 Q. Okay. And then there's supposed to

1 be -- "The Memorandum of Appraisal also includes the
2 Declaration of Appraisers." And that's a document
3 that's supposed to be executed by the appraisers and
4 then explains the purpose of this document. Do you
5 know if that memorandum -- whether or not there was
6 such a document that was signed by the appraisers?

7 A. I believe there was as part of the award,
8 right?

9 Q. So you're saying that that is the award?

10 A. Well, there's a -- the agreement that was
11 signed and dated by both appraisers.

12 Q. But this doesn't -- the award that you're
13 talking about -- this says, "The appraisers acknowledge
14 their appointment, and confirm they meet all the
15 requirements under the appropriate contract." Is there
16 any such document that does that?

17 A. I'm not sure if that's a document that they
18 have on file or not.

19 Q. Okay.

20 A. I don't have a copy of that I'm aware of.

21 Q. And is there a document signed by the
22 appraisers that said that they "swear to act
23 impartially and swear that they are not in any way
24 related to either party, or interested in a particular
25 outcome"?

1 A. I don't recall.

2 Q. Okay. Is there a document that "The
3 appraisers acknowledge, in writing" -- well, they
4 didn't select an umpire, so that one's not relevant
5 here.

6 Okay. And then the last one, (f) on the next
7 page says, "The insurer's appraiser should meet with
8 the insured's appraiser" -- so that would be State
9 Farm's appraiser should meet with Ms. Stimson's
10 appraiser -- "to date, sign, and notarize the
11 agreement." Is there any notarized agreement?

12 A. I'm sorry, which letter are you on?

13 Q. (f)

14 A. (f)? On page 8?

15 Q. Yup. 7.

16 A. Page 7. I don't have an (f) on page 7.

17 Q. Sure. Right at the top.

18 A. I have (e). Oh, up top there, okay. And I'm
19 sorry, what was your question?

20 Q. Sure. Is there any document in which the
21 insurer's -- that's State Farm's appraiser -- should
22 meet with Ms. Stimson's appraiser to date, sign, and
23 notarize the agreement?

24 A. I -- as far as I understand, they agreed to
25 sign and notarize an agreement. How they met or didn't

1 meet and in what format, I'm not aware of.

2 Q. Well, this agreement is prior to the
3 decision?

4 A. I know they did meet and --

5 Q. But you don't have a copy of any document
6 that's been notarized or signed by them?

7 A. No.

8 Q. And do you know if even the award was
9 notarized?

10 A. I don't know. I know it was signed.

11 Q. So if I represent to you that it was not, you
12 wouldn't have any reason to disagree with that?

13 A. No.

14 Q. So you agree with me that there was -- there
15 is a coverage dispute between State Farm and Ms.
16 Stimson?

17 A. No, it's a covered loss. There's no coverage
18 dispute.

19 Q. Okay. So your opinion is that there -- that
20 everything is covered, but the dispute is over what
21 items are covered under the policy, not as to there
22 being coverage?

23 A. Correct.

24 Q. Okay. And Ms. Stimson actually has a right
25 to challenge the appraisal before a court; you

1 understand that?

2 MR. SATTI: Objection to the form.

3 That's a statement. It's not a question.

4 MR. NUOVO: It is a question.

5 MR. SATTI: What's the question?

6 MR. NUOVO: You can object to form.

7 A. What is the question?

8 Q. Okay. You understand that Ms. Stimson has
9 the right to challenge the appraisal in court?

10 A. Again, I'm not an attorney.

11 Q. Okay. Well, the last section there on page
12 8, it says, "Appraisal awards may be set aside by the
13 courts," correct? And I don't understand those
14 conditions, but as a general basis?

15 A. Well, it also continues to state the reasons
16 why.

17 Q. Yup. But my first question to you is it can
18 be challenged in court?

19 A. If it meets the other components to that.

20 Q. Yup, right. So, for example, "Other factors
21 may" -- may -- "challenge the appraisal award, such as,
22 the level of competencies, the disinterested status of
23 the appraisers or umpire; also, coverage issues may
24 remain and eliminate payment." But you're saying here
25 the coverage issue here does not include denial; you're

1 saying whether or not there's actual coverage?

2 A. Well, it says here that "The appraisal may be
3 set aside by the courts when (1) the parties did not
4 have the opportunity for a full and fair hearing."

5 Q. Yup.

6 A. "Or (2) the hearing was not conducted."

7 Q. Right. But it also says, "Other factors may
8 challenge the appraisal award, such as the level of
9 competencies and disinterested status of the appraisers
10 and the umpire; also, coverage issues may remain and
11 eliminate payment of some damages that are included in
12 the award." Is that a fair statement of what it says?

13 A. That's what it says.

14 Q. Okay. Let me show you what's marked as
15 Exhibit 8. Do you know what this document is?

16 A. State Farm estimate.

17 Q. What?

18 A. Excuse me?

19 Q. Yes, tell me what this document is.

20 A. This is the estimate that was updated after
21 the appraisal award was issued.

22 Q. Okay. And what does it give as the
23 replacement cost value?

24 A. Actually, hold on a second. This is -- I'm
25 sorry, no, this is dated 12/11/2023.

1 Q. So just to be clear, this is after the
2 appraisal was done; is that correct?

3 A. Yeah, I'm just -- oh, here it is. Let's see.
4 I'm not sure why it's that way. It's a draft copy, so
5 it's not a completed copy. Do you have the final copy
6 of Exhibit 8?

7 Q. So you're saying there's another -- there
8 should be a finalized of this?

9 A. Well, this is a draft copy.

10 Q. I understand.

11 A. So it doesn't appear to be a final copy.

12 Q. Okay. But do you see how much it has for the
13 replacement cost value?

14 A. I see the number there. I don't know what
15 generated that entry.

16 Q. Okay. Why don't we go to the second-to-last
17 page, 124. Or actually third-to-last page, go to page
18 124.

19 A. Yes.

20 Q. Okay. So the estimate says \$940,272.63?

21 A. Correct.

22 Q. Okay. And that was the amount of the award,
23 correct?

24 A. Correct.

25 Q. And then it also lists Fire and Water

1 Mitigation?

2 A. Correct.

3 Q. It also lists Asbestos Abatement?

4 A. Correct.

5 Q. And Winterize the Home?

6 A. \$400.

7 Q. Yup. Now, in our payment schedule above,
8 under Dwelling, the total amount listed there as being
9 paid is -- well, the replacement cost is \$942,352.63?

10 A. Correct.

11 Q. Okay. So did that appraisal award include
12 the Fire and Water Mitigation?

13 A. I believe it did.

14 Q. Well, then why is it listed separately here?

15 A. I'm not sure.

16 Q. And --

17 A. Probably he forgot to take it out when he put
18 the appraisal award in it. Might just be an error on
19 his part. It must be, because the winterization of the
20 home, I think, and the board up, I think that number is
21 not accurate. That might be an early number.

22 Q. I just want to make it clear, you
23 didn't -- did Paul Orr consult with any contractors to
24 determine the bid of the work and the cost?

25 A. Not that I'm aware of.

1 Q. Okay. Are you aware of Title V.S.A. 3663 of
2 the Vermont Statutes --

3 A. No.

4 Q. -- dealing with the appraisal process?

5 A. Not off the top of my head, no.

6 MR. NUOVO: Let's take five minutes.

7 Take a five-minute break.

8 (Off the record at 4:21 p.m.)

9 (The record was resumed at 4:32 p.m.)

10 MR. NUOVO: Okay, back on the record.

11 Q. Do you recall back in October of 2023 that I
12 had requested to take your deposition?

13 A. Me personally?

14 Q. Um-hum.

15 A. Nobody asked me specifically.

16 Q. Do you know why -- you've always lived in New
17 York; is that correct?

18 A. Correct.

19 Q. Do you know why State Farm's attorneys were
20 saying that your deposition had to be done by video
21 because you lived in Iowa?

22 A. I don't think they were referring to me.

23 Q. Okay. Did you ever tell anybody or anybody
24 tell you --

25 A. Iowa?

1 Q. Yeah. Well, where is State Farm located?

2 A. Illinois.

3 Q. Illinois, sorry. That you lived in Illinois?
4 I messed up there.

5 A. I never lived in Illinois.

6 Q. What?

7 A. I never lived in Illinois.

8 Q. Okay. And you didn't tell anybody that you
9 lived in Illinois?

10 A. No reason to.

11 Q. Okay. I show you what's been marked as
12 Exhibit No. 20. Now, this was a document provided to
13 me at page 2556 of the claims file. And this is --
14 there's an email starting at the bottom from you of
15 October 21st, 2024?

16 A. Starting from me?

17 Q. Well, it says from Gino Radovic, and then at
18 the very bottom it says Monday, October 21st, 2024 at
19 11:04 a.m.

20 A. Yeah, it's a reply to a previous email from
21 counsel.

22 Q. Right. And so you say, "Good morning. Best
23 days for me are October 29th or 30th"?

24 A. Yes.

25 Q. Okay. Do you know why those depositions

1 weren't scheduled?

2 A. I have no idea.

3 Q. Okay. And then on October 28th, you write,
4 "Has there been" -- again, is that an email from you?

5 A. Yes.

6 Q. Okay. And that one says, "Has there been any
7 news or developments on suggested deposition dates
8 since they are coming up in the next couple days?" Do
9 you see that?

10 A. Yes.

11 Q. So you were available on October 23rd -- 29th
12 or 30th of 2024 for a deposition?

13 A. Yes.

14 Q. Okay. And then you see an email to you from
15 Mary -- I'm going to pronounce her name wrong, but I'm
16 going to try -- Vlamis?

17 A. Yes. Yeah.

18 Q. Okay. And do you know of any other
19 communications about your deposition date?

20 A. No.

21 Q. Were you available for your deposition on
22 March 11th of 2025?

23 A. March? I have no idea.

24 Q. Were you asked to have your deposition taken
25 in March of 2025?

1 A. I have no idea.

2 Q. Okay.

3 A. I made myself available as requested.

4 Q. Thank you. I appreciate that.

5 I'm going to show you what's been marked as
6 Exhibit No. 25. I'll represent to you that this is a
7 Vermont Statutes Annotated from Title 8, and it's
8 Section 3663. Have you ever -- well, take a moment to
9 read it, and tell me when you're done.

10 A. Okay.

11 Q. Okay. Have you ever read this before?

12 A. I don't recall.

13 Q. Okay. Are you familiar with the language
14 that's in here?

15 A. Not particularly.

16 Q. Okay. Do you know whether -- in deciding to
17 do the appraisal, whether the language in this was ever
18 considered by anyone involved in doing the appraisal?

19 A. At the time of the appraisal?

20 Q. Yeah.

21 A. No.

22 Q. Okay. Let me show you what's been marked as
23 Exhibit No. 26. So go ahead and read the -- well, what
24 I've given you as Exhibit No. 26 is Title 8 Vermont
25 Statutes Annotated 4723, and it relates to "Unfair

1 methods of competition or unfair or deceptive acts or
2 practice prohibited." Do you see that?

3 A. I see that.

4 Q. Okay. And do you -- you engage in the
5 business of insurance; is that correct?

6 A. I do.

7 Q. Okay. And this statute says, "No person
8 shall engage in any trade practice which is determined
9 under this chapter to be an unfair method of
10 competition or an unfair or deceptive acts or practice
11 in the business of insurance"; is that correct?

12 A. That's what it says.

13 Q. Okay. And do you agree with that is a
14 provision you should follow?

15 A. Yes.

16 Q. Okay. Let me she you what's been marked as
17 Exhibit No. 27.

18 MR. NUOVO: Where did I put my questions?

19 MR. SATTI: Right -- I don't know if
20 that's --

21 MR. NUOVO: That's not questions.

22 Here we go.

23 Q. Okay. So this is Title 8 V.S.A. 4724, and it
24 defines "Unfair methods of competition or unfair
25 deceptive acts or practices." Do you understand that?

1 A. (Indicating)

2 Q. Are you aware of this document?

3 A. I am now.

4 Q. Okay. Have you ever seen it before?

5 A. Perhaps.

6 Q. When do you think you've seen it?

7 A. I'm not particularly sure.

8 Q. Okay. And you'd agree that this applies to
9 you?

10 A. Yes.

11 Q. Okay. And to State Farm?

12 A. Yes.

13 Q. Okay. Turn to page 8, if you will -- I'm
14 sorry, wait, is it 8? Yes. Turn to page 8, and you'll
15 see section (9)? Number (9), do you see that? I'll
16 wait.

17 A. Page 8 of 15.

18 Q. Yup.

19 A. Yes.

20 Q. Okay. So there it states, under (9), "Unfair
21 claim settlement practices. Committing or performing
22 such with frequency as to indicate a business practice
23 of any of the following." Do you see that?

24 A. I do.

25 Q. Okay. So (A) is, "Misrepresenting pertinent

1 facts or insurance policy provisions relating to
2 insurance coverage."

3 A. Okay.

4 Q. You understand that's a requirement that you
5 need to follow?

6 A. Of course.

7 Q. That you can't misrepresent pertinent facts?

8 A. Of course.

9 Q. Okay. And (C) says that you can't fail "to
10 adopt and implement reasonable standards for the prompt
11 investigation of claims arising under insurance
12 policies"; is that correct?

13 A. Yes.

14 Q. And in this case, you determined that the
15 claim was covered. Do you agree or disagree that the
16 investigation of claims also includes the amount of
17 damages?

18 A. I'm not sure I understand what you're
19 asking.

20 Q. Sure. So it says "prompt investigation of
21 claims"?

22 A. Correct.

23 Q. What do you believe "claims" means in this
24 provision?

25 A. Claims made by the policyholder for damages

1 from the loss.

2 Q. Thank you, okay. Then it also says,
3 "Attempting to settle a claim for less than the amount
4 to which a reasonable person would have believed he or
5 she was entitled" -- and this is (G), just so you can
6 go follow along -- where he's "entitled by reference to
7 written or printed advertising material accompanying or
8 made a part of the application." So would you agree
9 with me that the code of conduct -- I have that in
10 here -- that these rules of professional conduct, which
11 I'm showing you as marked as Exhibit No. 19, are things
12 that you advertise to the public?

13 A. When you say "advertise," I'm not sure I'm
14 following.

15 Q. Well, aren't these, these Canons and Rules of
16 Professional Conduct, something that State Farm
17 publishes to people so that they will look at their
18 policies? Consider taking their policies?

19 A. Exhibit 19 is CPCU documentation.

20 Q. Oh, did I give you the wrong one? I did.
21 Okay, hang on.

22 A. Sorry.

23 Q. That's fine. Oh, I remember where it is.
24 It's at the end of -- I'll come back to that. It's at
25 the end of the Exhibit No. 4. We'll come back to that.

1 So Our Commitment to Our Policyholders, this
2 is a document that State Farm publishes and advertises
3 as being how they deal with policies; is that correct?

4 A. Yes.

5 Q. And if you go all the way down to (M), do you
6 agree it would be an unfair practice --

7 A. Which exhibit are we on now?

8 Q. We're still on the -- I believe it's 26. 27.

9 A. Sorry, I lost a paperclip.

10 Q. Okay. I can staple it for you. Actually, I
11 have a paperclip right here. Is that 4724 that you
12 have in front of you?

13 A. Yes.

14 Q. Okay. So look down at (M) under (9).

15 A. Number (9) -- that's the next page now? (M)?

16 Q. Yup.

17 A. Okay.

18 Q. So (M) is listed that -- oh, I know. Never
19 mind. We'll skip that one. Yup, we won't deal with
20 that. Okay.

21 Oh, yeah, it was (G) that I was referring to.
22 So, "Attempting to settle a claim for less than the
23 amount to which a reasonable person would have believed
24 he or she was entitled by reference to written or
25 printed advertising material accompanying or made part

1 of the application." So would you agree with me that
2 this Commitment to Policyholders is something that if
3 State Farm failed to follow, that that would be an
4 unfair and deceptive practice?

5 A. "If"?

6 Q. If.

7 A. Yeah.

8 Q. Okay. So I had given you Exhibit No.

9 20 -- no, no, sorry, No. -- I believe I gave you No.
10 19; is that correct?

11 MR. SATTI: It's the one to the right of
12 that.

13 Q. Right here.

14 A. Oh, I gotcha, yup.

15 Q. So what is Exhibit No. 19?

16 A. The Canons of the Code of Ethics for a
17 CPCU.

18 Q. Okay. And you are a CPCU?

19 A. I am.

20 Q. So would you agree with me that you're
21 required to follow the canons and rules of Code of
22 Professional Ethics?

23 A. Yes.

24 Q. Okay. I'm going to show us what's been
25 marked as Exhibit 18. Have you ever seen this document

1 before or a document similar to it?

2 A. Yes.

3 Q. Okay. What is it?

4 A. It's as it states, The Canons, Rules, and
5 Guidelines of the CPCU Code of Professional Conduct.

6 Q. Okay. And I assume that you've read this?

7 A. At some previous point in time, yes.

8 Q. And because of your CPCU designation, you
9 agree to follow the principles and the canons as
10 they're described in here?

11 A. Yes.

12 Q. Okay. And in this document, there's a little
13 bit more detail under each of the canons, I believe.
14 And do you take courses on a regular basis -- well,
15 when was the last time you took a course outlining the
16 requirements in The Canons, Rules, and Guidelines of
17 the CPCU Code of Professional Conduct?

18 A. I believe the last time I was required to.

19 Q. When was that?

20 A. I don't recall.

21 Q. Okay. In the last five years?

22 A. I think so.

23 Q. You think or?

24 A. I think.

25 Q. Okay. Would it be at least -- well, how many

1 courses a year are you required to take to continue
2 your CPCU license?

3 A. I don't recall. I have a bunch of different
4 licenses, and they all have different requirements.

5 Q. Well, other than the AIC and the CPCU
6 designation, you don't have any other designations?

7 A. No. But I have insurance licenses, which a
8 lot of the courses overlap with what's required in
9 this.

10 Q. Okay. So because you're -- what other states
11 are you licensed in, besides Vermont and New York?

12 A. I'm not -- well, New York does not require an
13 adjuster's license.

14 Q. Okay. What other states require licensing,
15 that you're licensed in?

16 A. A number of New England states. I mean,
17 there's a -- over a dozen of them.

18 Q. That you're licensed in?

19 A. Correct.

20 Q. Okay. And you don't know, right off the top
21 of your head, which ones?

22 A. New Hampshire, Connecticut, Vermont. I think
23 Delaware has them, South Carolina, Florida and --
24 there's a number of them.

25 MR. NUOVO: Okay. I want to look over my

1 questions one last time. We may be getting to a
2 point with an end. If you need to get up and walk
3 around, it's going to take me five minutes to go
4 through this and I'll -- if I have any other
5 questions for you. So I'm just going through my
6 questions to make sure I didn't miss anything.

7 THE WITNESS: Okay.

8 (Off the record at 4:54 p.m.)

9 (The record was resumed at 4:57 p.m.)

10 MR. NUOVO: Okay, we're done.

11 MR. SATTI: I have some questions.

12 MR. NUOVO: Sure.

13 EXAMINATION

14 BY MR. SATTI:

15 Q. Mr. Radovic, would you pick up Plaintiff's
16 Exhibit 24? It's right there.

17 A. Um-hum.

18 Q. And would you direct your attention
19 to -- this is policy guideline 75-09 Subject Appraisal,
20 correct?

21 A. Yes.

22 Q. And this had an effective date of April 15,
23 2020; is that accurate?

24 A. Correct.

25 Q. Okay. Would you go to the -- to the last

1 page of this document, which is marked SF 3797 in the
2 lower right-hand corner. It's the last physical page
3 of this document.

4 A. Yes.

5 Q. Could you tell me if Mr. Pelletier ever
6 advised you that he had received any communication from
7 Ms. Stimson's public adjuster or the appraiser that her
8 public adjuster selected to dispute the amount of the
9 umpire's award under Coverage A?

10 A. Could you repeat that? Did Gary Pelletier
11 receive any --

12 MR. SATTI: The court reporter will read
13 it back to you.

14 (The reporter read back.)

15 A. No, not that I'm aware.

16 Q. And you were involved in managing Mr.
17 Pelletier on this particular fire claim from the time
18 that it was filed by Ms. Stimson until sometime in 2023
19 or 2024?

20 A. Correct.

21 Q. And did you and Mr. Pelletier continue to
22 adjust the loss after Ms. Stimson's loss that was filed
23 in the fall of 2023?

24 A. We did.

25 Q. And were you the one or was it Mr.

1 Pelletier that sent Ms. Stimson a letter explaining to
2 her why you were not -- why State Farm was not going to
3 waive the one-year statute of limitations to commence a
4 suit under a policy?

5 A. That went out in Gary's name, yes.

6 Q. And after that went out in Gary's name to the
7 insured, she selected an appraiser with the assistance
8 of her public adjuster; is that your understanding?

9 A. Can you -- are you referring to the suit or
10 the appraisal?

11 Q. I'm referring to the appraisal. Did you
12 become aware after the letter stating you were not
13 going to extend the statute of limitations for her to
14 file a lawsuit, did she subsequently hire -- did her
15 public adjuster hire an appraiser consistent with the
16 terms of the policy regarding appraisal for Coverage A
17 coverage?

18 MR. NUOVO: Objection. But go ahead.

19 A. Do I still answer?

20 MR. NUOVO: Oh, yeah.

21 Q. You still answer.

22 MR. NUOVO: I can't tell you not to
23 answer. I'm not your attorney.

24 A. The appraisal process began before she filed
25 suit.

1 Q. And at any time after the appraisal award
2 began, did she tell you she was not -- that she was
3 withdrawing from the appraisal award?

4 A. No.

5 Q. Okay. And is it your understanding as a 30
6 plus year employee that an insured can both file a
7 lawsuit and engage in the appraisal process; can they
8 do both?

9 A. Yes.

10 Q. They can do both?

11 A. Yes.

12 Q. Can they do one -- can they file a lawsuit
13 and then engage in an appraisal?

14 A. I don't believe so.

15 Q. What would prohibit that?

16 A. I think the policy states that.

17 Q. Okay. And in your years of being in a
18 managerial role, are you ever -- are you aware of any
19 instance where State Farm has waived the one-year
20 statute of limitations to commence a lawsuit?

21 A. No.

22 Q. I believe I have one more question. You're
23 on that last page of Exhibit Plaintiff's 24, correct?

24 A. Correct.

25 Q. Could you read under section (F), what's it

1 entitled?

2 A. Validity of the Award.

3 Q. And can you just read the first section
4 under -- the first sentence under section (F)?

5 A. "Number 1, Appraisal awards are generally
6 held by the courts as binding with respect to the
7 amount of loss."

8 Q. And Mr. -- Attorney Nuovo didn't ask you
9 about that, did he?

10 A. No.

11 Q. He just stepped over and went to number 2,
12 correct?

13 A. Correct.

14 Q. And did he also -- did he ask you any
15 questions or provide you with any factual information
16 that would be consistent with any of the reasons why a
17 court might overturn an award that was determined by
18 appraisal, the appraisal process, in Ms. Stimson's
19 insurance policy?

20 A. No.

21 MR. SATTI: I have no further questions.

22 MR. NUOVO: None for me.

23 (Whereupon, the deposition was concluded
24 at 5:04 p.m.)
25

WITNESS SIGNATURE

I, the undersigned, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with any corrections so noted on the Errata Sheet.

Date: _____
GINO J. RADOVIC

STATE OF _____ COUNTY OF _____, SS.

Subscribed and sworn to before me this
_____ day of _____, 20____.

Signature of notary public

Printed name

Commission number

Commission exp. date

ERRATA SHEET

Case Name: Ellen Stimson v. State Farm
Case Number: 2:23-CV-00581-wks
Deposition Date: Monday, February 23, 2026
Deponent: GINO J. RADOVIC

Please make any changes, corrections, or additions to your transcript on the lines below; then sign and date this form. Please return this sheet with the Signature Page as per instructions in the enclosed letter or attorney's instructions.

CORRECTIONS:

Pg.	Ln.	Change	Reason
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Under penalties of perjury, I declare that I have read my deposition and that it is true and correct subject to any changes in form or substance entered herein.

GINO J. RADOVIC

DATE

CERTIFICATE

I, Darlene L. Falls, Court Reporter and Notary Public, do hereby certify that the foregoing pages, numbered 4 through 264, inclusive, are a true and accurate record of the Deposition of GINO J. RADOVIC, conducted before me on Monday, February 23, 2026, commencing at 9:54 a.m., in the matter of ELLEN STIMSON vs. STATE FARM FIRE AND CASUALTY COMPANY, Docket No. 2:23-CV-00581-wks, as to which a transcript was duly ordered.

I further certify that I am neither counsel for, nor related to or employed by, any party to said action nor in any way interested in the outcome thereof or in any other way disqualified to stenographically record the proceedings and thereafter produce a transcript.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28th day of February, 2026.


DARLENE L. FALLS, RMR, CRR
Commission expires: 1/31/2027



A	265:5 267:6	161:15,25 162:3	177:2,9 178:3,7	255:8 256:6
a.m 1:12 4:2 80:3	acknowledge	162:10,13,19	advance 208:25	257:1,20 258:9
80:4 249:19	241:13 242:3	163:2 165:3	advanced 208:24	agreed 3:17
267:8	acronym 8:16	166:12 170:12	advertise 255:12	101:25 102:18
A1 71:6,12,14,22	act 213:20 241:22	189:23 214:11	255:13	112:9 128:13
84:20	acting 151:17	239:1	advertises 256:2	129:11 228:16
A2 71:6,14,19	152:13	Additionally	advertising 255:7	229:7 231:13
80:10	action 1:5 38:18	113:12	256:25	242:24
Abatement 247:3	38:19 87:21	additions 33:18	advised 261:6	agreed-upon
abide 86:18	140:7 227:2,16	266:4	aesthetic 47:4 50:7	109:20
ability 176:2	267:14	address 67:16	164:25	agreeing 107:12
213:18	actions 3:5	addressed 26:16	affixed 165:1	129:14
able 22:19 38:3	activities 227:25	adhere 108:23	age 82:16 89:1	agreement 43:21
40:13 57:17	228:2	adherence 228:22	agency 173:23	43:22 68:8
79:24 93:19	acts 3:6,8 252:1,10	237:14	174:2 177:2,9,11	100:24 105:22
95:25 96:1,12	252:25	adjust 261:22	178:2,5,7	105:25 106:3,12
127:15 138:24	actual 5:2 8:20	adjusted 78:23	agent's 32:11	106:17,20 107:4
149:6,7 158:25	73:9 76:15 81:8	adjuster 16:19,23	ages 210:18,19	107:5,10,17
185:21 199:13	88:2 89:3 91:7	29:7 46:5,19	aggregate 42:17	109:4,6 112:16
213:16	91:16 92:7,10,10	60:11 61:6 64:7	ago 4:20,21	128:8 129:7
absolutely 22:19	92:13,21,22	68:11,12,14	agree 74:1,17,19	130:1 132:15
66:7	93:10,23 94:12	73:10 75:8 79:21	76:2 83:21,24	133:5 216:18
acceptable 97:18	96:3,25 97:15	87:12,17,23 88:5	84:8 92:20 94:16	227:20 228:14
171:15,16,19	143:12 159:17	88:9 100:15,15	95:23 98:1,15,17	228:24,25
acceptance 196:14	170:16 187:5	102:18 112:9	100:17,20 101:7	229:11 230:4,5,8
access 41:7,10,15	197:24 221:6	114:22 129:11	101:10,19,22	230:9,17,18,22
41:19 146:20	231:24 245:1	157:10 164:17	103:20,25 104:3	230:23 231:2,8
149:6,7,8 158:25	ACV 143:12	208:22 210:19	104:14 105:7	237:17,21
accessed 146:3	170:24 185:4	213:10 214:22	106:9,23 112:6	241:10 242:11
accessories 69:13	207:23 208:3,8	236:9 261:7,8	112:12,25	242:11,23,25
accidental 224:20	208:15 209:1	262:8,15	120:19 122:12	243:2
224:20	210:21	adjuster's 72:24	122:21 135:21	agrees 97:6
accommodate 4:9	add 163:1 165:17	73:1 114:11	138:8,9 140:6	ahead 4:14 5:10
accommodation	added 34:3	123:7 202:9	152:15 155:20	24:22 62:7 88:25
38:20	addition 35:15,19	259:13	155:21 171:15	105:2 233:6
accommodations	42:23 165:14	adjusters 2:16	173:10 177:10	251:23 262:18
172:2	additional 33:9,13	10:13 13:18	192:11,18 198:2	AIC 8:8,11 259:5
accompanying	33:15 34:4,6	215:1,11,14	198:4 205:18	air 83:13 122:12
255:7 256:25	42:6,8,12,22	216:15,17	211:8 212:3,6	allocating 126:17
account 56:23	47:5 49:1,3,13	adjusting 94:2	213:9,13,19,23	allow 102:4 113:1
110:2 130:14	49:18,20 50:8,12	adjustments 16:12	220:23 227:11	168:2
accuracy 240:18	50:15 52:11,13	78:21 79:13	227:11 230:20	allowed 18:25
accurate 28:1,13	52:17,20,24 53:4	admit 3:3 109:11	231:5,11 237:16	224:1,5,19 225:2
28:18 57:12,21	60:17 62:22 72:1	145:14	237:20 238:12	225:11
60:25 219:25	99:14 118:6,10	admitted 36:20	238:24 240:4	allows 85:1
247:21 260:23	119:19 135:18	adopt 254:10	243:14 252:13	ambiguity 95:8,13
	143:7 161:8,9,13	adopted 173:22	253:8 254:15	95:17 238:7

ambiguous 95:15 95:16,21 238:9 Amendatory 2:10 amount 32:4,5,8 32:10,24 33:16 33:25 34:10 35:14,14,25 42:6 42:8,13 72:1,7 76:12 98:15,16 101:19,21 106:10 127:11 132:15,24 133:4 133:6,8 134:16 140:8 143:4 162:3,15,16 163:15,17,21,24 170:8,12 188:25 189:2 191:14 193:2,5,9 195:16 198:21 204:1 205:20 208:8,10 222:4 231:14 233:1,9,18 236:1 236:14 237:16 238:13 246:22 247:8 254:16 255:3 256:23 261:8 264:7 amounts 143:7 163:3 164:12 170:12 198:25 237:1 analysis 51:17 109:23 and/or 23:12,21 25:7 78:19 Annotated 251:7 251:25 answer 5:2,7 11:10 11:11,22 12:1,3 12:4 17:4,5 21:10,12 37:15 37:18,22 38:8 40:17 46:10 49:5 52:22 55:18 57:24,24 58:7 59:6,18,24 64:4	64:21 65:21 66:4 66:4 72:14 76:21 87:25 90:5 92:24 92:25 93:2,5,9 93:13,19,20 95:2 95:12,14,25 96:1 96:17 99:21 102:7,25 103:15 103:19 104:9,16 104:21 105:14 105:15 106:25 107:19 109:18 111:18 114:1 115:6,25 116:1 117:4 118:2 119:13,20,24 128:12,25 129:2 129:10 130:10 135:25 138:16 139:12 140:14 140:18 141:2,15 162:22 164:15 174:21 186:11 211:3 214:16 215:18,24 217:2 219:3 223:13 224:23 225:14 229:4 231:4 262:19,21,23 answered 5:14 39:10 40:10 73:3 104:21,22 answering 37:4 140:17 179:1 215:19 answers 36:12,17 36:22 38:10 39:13,22 40:6,10 40:23 41:3 145:14 anticipate 108:5 antique 82:11,24 186:14 187:10 antiques 81:10,14 81:24 82:6,13 183:19 210:24 anybody 13:23	14:2 38:15 107:8 144:23 145:2,5,8 211:20,23 218:8 228:18 229:6 248:23,23 249:8 apologize 24:22 app 159:3 appear 183:11 195:10 203:2 246:11 appearance 36:19 36:20 66:11 APPEARANCES 1:14 appears 220:1 apples 202:18 appliance 185:20 186:3,7 appliances 123:19 126:14 184:5,10 186:21 applicable 60:22 80:11 85:3 137:6 137:7 149:2,9,14 170:10 172:16 application 32:15 155:2,12 167:5 173:1 220:19 255:8 257:1 applied 34:5,7,9 34:10 53:16 89:9 94:14,17 136:7 208:25 applies 80:18 126:7 136:2 161:25 169:19 172:23 173:2 213:15 221:7 235:20 239:13 253:8 apply 53:17 61:15 61:19 89:1,11 96:3 136:8 140:19,19 142:2 155:14 167:18 169:15 179:17 182:24 220:20	221:3 224:15,25 234:17 235:13 235:21 appointment 241:14 appraisal 2:14,15 2:24 77:1,1 78:12 79:2 86:13 97:24 98:2,8,14 98:16,17,21 100:22 101:15 101:22,23,25 102:2,3,5,8,10 102:14,17,22 103:11,18,21,25 104:3,7,13 105:7 105:9,17,22 106:4 107:21,23 108:3,19 109:5,9 110:3,18,25 111:16 112:7,10 112:18,20 113:1 113:12,18,21 114:5 115:17 116:14 117:10 117:21 118:8 119:16 121:9,20 122:24 125:9,11 125:13 126:19 126:19,23 127:6 127:7,8,15,23,25 128:9,16,17 129:5,8,12,18,23 130:2,15,17 131:8,18 132:18 132:21,22 134:6 134:7,14,15 137:10,14,18 138:6,11,14 139:1,10,16,17 139:25 140:7,12 140:12 141:6,9 188:21 190:18 191:1,6 195:14 195:16,17 206:10 212:20 212:21 213:1	214:23 215:3,6 215:13 216:16 216:19 219:13 219:22 220:6,12 221:1,10,14,25 222:15,24 223:8 223:11,17,21,24 224:1,11 225:16 225:17,22 226:3 226:8,24 227:4,9 227:19 228:7,12 230:15,20 231:3 233:2,10 234:17 234:23 235:1,9 235:17 236:12 236:12 238:11 238:12,22 239:6 239:16 240:8,9 240:10 241:1 243:25 244:9,12 244:21 245:2,8 245:21 246:2 247:11,18 248:4 251:17,18,19 260:19 262:10 262:11,16,24 263:1,3,7,13 264:5,18,18 appraisal's 137:14 appraisals 98:3 218:17 220:3,13 222:19 appraise 112:6 216:25 appraised 59:2 109:12 130:3 190:17 appraiser 77:4,21 77:25 78:4 105:20,21,23 106:5 107:14,16 107:25 108:2,5 108:17,21 109:8 109:14,15,22 110:3 111:2,13 111:22 112:3,11 115:4 129:5,5,25
--	--	--	---	--

136:10 210:12 212:1 215:15 238:20 240:14 240:18,20 242:7 242:8,9,10,21,22 261:7 262:7,15 appraiser's 77:6 109:22 appraisers 105:24 106:9 107:2,7,9 108:8,15 113:24 128:20 130:8 133:19 134:20 216:24 217:6,7,8 224:1 227:15 228:23 229:9,20 229:24 230:1,5,9 231:11 237:15 237:15,20,22,25 241:2,3,6,11,13 241:22 242:3 244:23 245:9 appraising 125:13 appraser 217:4 221:16 222:3 227:24 228:1 229:5,19,20 appreciate 43:2 251:4 appropriate 89:25 92:21 241:15 approval 193:1,6 194:1,3,5,19 approve 96:25 97:16 192:25 193:15 approved 79:17 192:24 193:17 193:24 194:20 195:9 198:22,24 approximately 10:3 April 218:22 260:22 arbitration 137:10 137:16,19,20,21 138:1	area 9:25 10:5,10 51:24 52:20,21 53:3 56:24 57:21 58:8 63:21,24 72:10 118:11 119:22 175:2 179:3 areas 105:20 116:22,24 126:24 128:15 128:19,21 147:3 179:16 212:12 217:3 223:18 227:10 argue 121:7 arising 254:11 arson 33:3 article 35:24 articles 82:1,7,9,15 artificial 48:24,24 49:16,17 164:24 164:24 arts 81:25 82:6 183:19 Artwork 205:22 205:23 asbestos 54:24 174:23 175:1,3,8 175:11,17,21,23 247:3 ascertain 64:15 aside 244:12 245:3 asked 5:13,14 11:1 19:11 22:2 40:16 64:7 80:25 105:1 231:20 248:15 250:24 asking 18:21 24:14 27:9 37:2,6 38:25 43:14 45:14 51:14 52:2 64:12 66:9 68:19 73:2 74:8 93:1 95:4,13,14 111:24 132:5,7 138:3 140:16 192:21 239:23	254:19 asks 129:3 assertion 61:15 assigned 13:15,18 58:12 assignment 109:10 228:8 assist 157:18 158:7 assistance 36:15 86:20 87:8 262:7 assisted 70:5 assisting 70:10 associate 8:11 36:8 38:2 39:24 associated 64:16 assume 5:13 46:8 131:16 167:24 214:1,5 258:6 assuming 129:14 133:1 assumption 205:13 attached 35:7 attachments 184:10 186:20 187:2 Attempting 255:3 256:22 attempts 98:23 attention 114:17 114:19 260:18 attest 202:13 attestation 218:10 attics 184:14 attorney 1:20 4:23 17:1 22:4 40:17 40:19 50:10 85:15 93:21 138:17,20 139:21 239:8,12 244:10 262:23 264:8 attorney's 266:6 attorneys 145:10 145:11 248:19 authorities 176:17 authority 134:20	193:4,11,14 194:25 195:11 238:20 authorization 193:8 199:7 authorize 194:13 auto 70:14,16 available 33:10,14 33:16 34:1 124:18,22 134:8 134:15 166:13 167:23,25 238:12,13 250:11,21 251:3 avenue 92:22 avenues 228:14 avoid 151:15 152:11 award 130:15,17 133:4,11 188:21 190:4 191:1,6 233:3 239:6 241:7,9,12 243:8 244:21 245:8,12 245:21 246:22 247:11,18 261:9 263:1,3 264:2,17 awards 244:12 264:5 aware 17:1 26:2 32:20 46:16,25 62:4,24 63:17 70:19 73:19 78:23 83:8,14 100:5,6 106:19 124:3 129:4 133:23 136:16 141:20 144:25 151:14 152:10 191:4 192:16,17 201:24 211:23 216:12 218:24 240:10,24 241:20 243:1 247:25 248:1 253:2 261:15 262:12 263:18	B b 2:6,17 30:2 42:9 42:13 44:18 48:1 48:13 49:23 50:18 52:8,14,15 52:16,25 53:21 53:22,24 54:3,5 54:12,19 55:9,19 56:4,8 58:13,16 58:23 59:9 61:19 69:9 80:13,13 81:12,18,23 82:3 82:19 91:25 92:16,17 139:6 162:1 171:2,5 174:5 182:18 184:5 189:11 198:25 199:10 212:19,20,22 226:10 239:22 B1 80:16,20,21 81:1,3,5,12 92:4 B2 80:16,20,22,24 81:1,3 85:2 back 31:12,15 36:11 58:2,4 67:15 80:5 93:16 93:17 96:11 97:22 103:4,5 105:3 110:22 113:10 120:13 121:4 124:16,17 130:18,23,25 131:23,24 132:8 137:15 149:15 149:17 163:7 181:23 193:18 196:21 204:19 205:22 234:15 248:10,11 255:24,25 261:13,14 backs 220:17 bad 145:22 188:23 Bailey 72:12 73:6 75:16,24 76:14
---	--	--	--	--

99:11,12 123:8 123:12 Bailey's 123:16 Ballston 5:22 6:5 10:5 bank 233:22 based 10:24 16:12 21:16 32:14 45:16 56:10,24 67:12 76:12 84:25 88:22 89:2 89:21 97:4 100:2 118:24 188:15 201:12 210:9,17 basement 174:23 184:24 basements 184:14 basic 4:22 232:15 basically 4:24 6:23 25:20 85:19 131:15 137:24 167:10 179:25 198:19 basis 4:8 127:12 128:16 170:24 225:12 238:22 244:14 258:14 Bates 147:20,21 166:4 232:4 bathroom 80:1 169:4 batt 124:18 125:2 Bauer 1:11,16 began 262:24 263:2 beginning 12:18 142:11 behalf 1:11,15,19 46:21 58:14 59:22 60:10 215:2 believe 14:17 32:7 32:23 45:25 54:13 62:13,15 63:23 64:7 67:4 68:7 69:4 71:10 73:15 77:11	80:20 88:9 99:8 107:1 109:19 110:2 121:17 131:24 144:15 144:17 168:5,9 195:18 198:2 204:2 207:13 211:6 219:9,24 231:19 236:20 241:7 247:13 254:23 256:8 257:9 258:13,18 263:14,22 believed 255:4 256:23 benefit 94:24 95:9 158:11 benefits 80:23 91:6 185:3,22 213:17 best 213:18 219:21 249:22 Betterment 159:17 betterments 118:14 beyond 119:1 193:5 194:7 bid 247:24 big 81:2 bill 55:2,3 bills 55:3 binding 132:16 264:6 bit 96:7 258:13 Blanc 72:12 73:6 75:16,24 76:14 99:2,10,12 114:14 123:7,12 123:16 blanket 95:6 blizzard 38:3 board 188:24 189:9 190:7 247:20 book 82:21,24 136:13 169:1,2 181:18,23	206:13,18 207:6 207:11 books 136:4,21 176:20 177:13 177:25 205:24 206:1,2 207:9,11 boss 194:8 bottom 132:1,12 145:19 147:21 147:22 157:14 161:18 180:7 182:16 220:5 221:10,24 227:8 232:4 234:16,23 235:7 249:14,18 bowed 115:13 116:12 121:8 bowing 62:9 63:1 64:19,22,23 65:2 67:21 box 176:10 boxes 216:23 boy 8:19 brand-new 185:16 break 36:6 41:17 41:19 80:1 85:14 123:19,20 130:21 187:16 187:20 190:19 248:7 brief 9:13 41:24 bring 18:15 149:13,22 brings 140:7 226:24 broken 184:8,9 185:2,10,11,15 185:20 186:3,7 187:13,13 brought 63:22 88:3 110:4 114:17,19 builder 64:10 72:9 74:21 75:2,6,7,8 75:10 136:25 builder's 63:25 builders 64:2	125:1 176:21 building 54:20 58:19 60:6,12 67:12 71:17 136:18 170:5,10 172:15 173:2,20 173:24 177:3 178:9 179:11,15 179:19,22 180:24 190:18 built 120:13 180:24 bulb 89:14,15,17 89:22,23 90:1 bulbs 90:9,10 bunch 147:23 205:8 206:12 259:3 business 252:5,11 253:22 buy 89:22 91:8,14 187:2	car 68:4,24 care 54:14 86:15 122:16 careful 151:15,22 152:11 carefully 65:15 Carolina 259:23 carriers 137:17 carry 213:10 case 33:1 40:15 42:15 44:17,24 54:10 55:22 66:19 67:11 68:12,17 74:2 75:2 84:19 90:22 93:23 98:9,19 131:4 137:6 142:10 147:11 157:4 175:20,24 178:20 181:12 187:12 254:14 266:2,2 cash 81:8 89:3 91:7,16 92:7,10 92:14,21,22 93:10,24 94:12 96:3 159:17 170:16 187:5 197:24 casualty 1:6 147:9 154:12,14 267:9 categories 26:12 31:2 81:14 categorized 56:2 category 30:25 82:22 caused 62:17,22 67:17 179:18,21 224:13 causes 61:25 cents 191:11 205:12 208:7 certain 8:25 90:24 100:1 108:23 153:7 193:4,9,22 194:1 222:13 certainly 41:13
--	---	---	--	--

229:19 CERTIFICATE 267:1 certifications 8:4 9:2 certify 265:3 267:4 267:12 chairs 131:6 184:8 challenge 243:25 244:9,21 245:8 challenged 244:18 chance 20:22 change 2:17,18 120:18 173:5 174:7,8,11 176:2 198:13,14 200:4 200:8 212:7,8 266:8 changed 16:13 79:5 100:2 149:16 173:13 174:11 changes 79:9,12 119:18 120:14 120:24 193:19 198:15,20 266:4 266:22 chapter 252:9 charge 229:14 charged 59:8 177:17 charging 123:12 Chartered 8:13,14 cheaper 119:7,13 120:6 check 14:1 77:12 156:10 203:6 231:24 233:5,9 234:8,11 checked 57:2 94:10 checking 94:11 checks 190:23 191:5 chooses 119:11 121:2 choosing 118:25	120:10 chosen 166:13 240:19 chronological 232:20 Circle 1:12,16 circumstances 158:6 172:3 cites 94:7 City 9:20 Civil 1:5 3:20 claim 10:3,9 11:5 11:8 12:9,15,19 13:16,19,21,23 14:2,5,21 15:13 25:20 26:4 30:19 30:20 45:11,24 46:14,20 59:21 60:10 61:14 68:15 70:23 81:3 86:24 94:2 100:11 111:1 114:4,22 116:19 116:20 117:1,24 146:1,2 151:10 151:11,14,22 152:10 154:11 154:12,19,21 156:7,22 157:17 158:23,24 159:4 161:1 167:1,13 175:10 176:1 188:16 194:20 195:3 197:10 201:21 206:11 210:13,15 212:22 213:21 214:11,12 232:9 232:15,16 233:19 234:19 253:21 254:15 255:3 256:22 261:17 claimant 151:23 196:19 214:18 claimed 114:23,24 114:25 224:8	claiming 46:4 117:7 claims 2:24 8:11 9:17 10:14 12:11 12:18 13:4,6,10 13:11 17:9,14 26:12 46:5,7,16 62:3 68:11,12 75:14 79:22 101:4 143:12 147:7 149:10 153:24 156:8,23 156:25 157:9,11 158:4 159:2 164:16 167:6 173:18 181:13 193:25 195:5,8 196:1 198:4 200:23 213:20 214:2,18 218:15 222:13 232:3 249:13 254:11 254:16,21,23,25 clarification 56:11 69:15 111:6 168:13 205:14 235:2 clarify 43:1 46:3 100:8 171:1 class-wide 137:6 238:22 classification 147:7 160:24 classifications 184:16 Clean 205:19 cleanable 211:5 cleaned 99:23 204:22 207:11 cleaning 206:3,13 206:16 207:6,9 207:10,11 clear 18:23 19:2 20:20 22:21 59:7 60:13 63:10 67:24 86:23,25 95:17 104:11	105:4 116:24 118:7 163:13 165:14 227:20 246:1 247:22 clearing 54:9 clearly 55:10 clicked 149:22 client 36:15 40:18 41:22 214:13,21 215:1 230:19 client's 38:21 Closet 201:10 clothing 184:7,10 184:25 186:16 code 2:22 56:24 78:7 135:6,9,14 135:17,18,22 136:1,2,4,4,12 136:21,22,24,25 174:14,25 175:12,12 176:3 176:12 180:12 255:9 257:16,21 258:5,17 codes 7:21 136:11 136:14,16 Colchester 1:12,17 collectors 82:18 college 6:17,19 7:3 come 10:24 18:8 54:5,17,19 55:8 57:3,18 72:10 73:11 82:12,22 91:12 98:24 105:25 106:2 107:17 126:15 126:18 130:18 146:16 149:19 156:17 157:13 159:21 160:12 182:9 196:21 201:17 210:24 255:24,25 comes 44:25 52:25 53:20 56:21 63:1 81:22 174:3 comfort 131:6	coming 15:3 53:23 56:2 63:7 190:4 190:6 250:8 comma 125:24,25 commence 262:3 263:20 commencing 1:12 267:8 comment 95:6 commercially 70:3 Commission 265:24,24 267:23 Commitment 25:15 167:8,12 167:14,21 168:6 168:11 256:1 257:2 Committing 253:21 common 71:20 84:22 87:19 124:15 commonly 75:13 communicate 75:19 communicated 107:16 communication 17:6 22:3 23:18 73:24 214:2 229:21 261:6 communications 15:17 22:24 24:8 24:10,13 75:23 213:24 250:19 company 1:6 54:23 66:1 138:8 152:23 240:8 267:9 company's 151:16 152:12 229:13 compare 132:3 compared 202:18 202:18 compensate 45:22 competencies
--	---	---	--	---

244:22 245:9 competent 106:13 237:18 competition 3:6,8 252:1,10,24 complete 24:5 109:20 209:9 240:8 completed 71:25 81:8 92:7 141:6 188:16 246:5 completely 63:18 73:4 115:15 completing 157:18 158:7 171:13 239:16 compliance 141:18 141:21 comply 174:13 component 32:23 components 244:19 compromised 116:23 computer 72:6,22 79:24 146:5 concepts 75:19 concerns 123:11 concluded 139:25 264:23 condition 67:8 185:10 conditions 85:6,17 85:22 86:9 87:2 94:15,17 131:19 136:9 139:2 141:21 142:2 179:18 225:1 235:24 239:1 244:14 condo 27:13 conduct 238:22 255:9,10,16 258:5,17 conducted 245:6 267:7 confine 187:21	confirm 182:7 241:14 confirmed 62:22 confused 95:18 confusion 94:23 connect 174:17 176:4 connected 103:23 Connecticut 1:21 36:9 38:2 259:22 connection 108:10 consider 96:14 97:20 128:20 255:18 considered 130:8 215:13 251:18 consistent 167:7 167:12 262:15 264:16 constructed 35:7 construction 7:5,8 7:11,19 66:21 71:16,20 78:4 79:19 118:18 173:20,23 177:3 178:8 consult 247:23 contact 229:21 239:12 contacted 99:2 contained 212:7 214:2 232:3 content 131:4 contents 43:16 54:14 88:4 90:20 182:13 197:6,10 207:22,23 208:3 208:15,23 210:20 context 193:21 continue 20:6,17 20:19 41:25 111:3 259:1 261:21 continues 44:18 50:4 197:18 239:2 244:15	contract 171:14,16 171:19 208:22 213:11,15 238:21 241:15 contractor 73:10 73:25 75:11 96:11,13,20,23 97:1,9,14,16 98:24 99:8 100:17,23 117:13,18 171:24 223:16 contractor's 97:5 contractors 247:23 contractual 137:2 contradiction 221:5 contribute 82:16 controversies 222:20 controversy 213:2 conversation 73:10 74:21 75:2 76:4 100:17,19 100:23 101:2,3,8 110:4 114:21 230:6 conversations 32:14 87:11 101:12 236:8 conveyances 70:4 70:9 copied 22:11,16 23:17,25 24:3 200:2 copies 15:22 25:23 109:9,9 228:1 copy 14:10 15:25 16:9,14,17,22 22:22,23 28:1,13 28:18 67:4 75:15 78:10 108:2,19 109:12,21 133:24 134:2,3 168:25 169:5,6 210:2 219:25 238:2 241:20	243:5 246:4,5,5 246:9,11 corner 261:2 correct 6:6 9:11 11:6 18:8,9 22:6 26:21 29:14 30:4 30:6,7 31:21,22 31:24,25 32:2,3 33:1,6,7 34:17 34:18,20,21 36:13 41:4 43:4 43:24 47:17,21 48:4,6,11,14,16 49:3 50:3,18,19 52:3,5,6,12 60:16,20 61:12 61:13,20,23 63:1 63:2 64:10 67:19 78:22 79:8 80:11 80:12,16,17 81:6 81:10 82:9,10,13 82:23,25 83:3 85:4 86:16 89:24 91:14 97:16 98:12,17,18 102:10,15 104:5 109:2,13 110:19 113:15,16 114:2 114:6,9 115:7,19 115:23 116:15 116:17,21 117:14 118:3,9 118:12 121:10 121:11,20,21,24 122:1 124:3,16 126:10,15,17,22 129:13 131:17 132:25 133:2 134:13,17,23 137:10,23 142:24 150:19 153:23 154:1,9 154:21 156:4,5 158:19 161:19 161:22 162:3,9 163:3,19 164:7,9 164:19 165:12	165:19,24 166:3 166:23,24 167:2 167:22 169:16 169:17,25 172:10,20 174:18,19 175:15,22 176:6 176:7,11 180:2 181:10,19 182:19,22 183:4 183:8,17 185:8 186:2,14 188:19 189:2,13,16 190:1,8,12 191:16 192:3,5 193:16 194:18 200:4,11 203:25 207:13 208:11 208:12,20 209:3 212:23,24 218:17 219:13 220:3 221:3,8 222:6 223:9 224:15,16 225:3 227:12 231:15 231:16 232:17 233:13 234:19 235:12,14,15 236:4,7 237:19 238:17 243:23 244:13 246:2,21 246:23,24 247:2 247:4,10 248:17 248:18 252:5,11 254:12,22 256:3 257:10 259:19 260:20,24 261:20 263:23 263:24 264:12 264:13 266:22 correction 146:19 corrections 265:6 266:4,7 correctly 55:18 59:12 131:25 157:25 160:22 165:4 166:2
--	---	---	--	---

cost 16:7 50:25 51:24 52:2 54:18 58:19 71:12,19 71:23 72:11 80:23 81:6,19 82:19 83:11 90:23,24 91:1,6 92:4 96:23 97:6 97:10 99:4 109:24 118:17 119:4,6 120:19 121:4 122:7,11 123:2 128:2,3 135:22 160:4,8,9 171:24 179:17 182:2,11,14,15 182:23 185:3,22 186:6,15 187:12 189:14 197:21 197:22 211:5 245:23 246:13 247:9,24 costs 45:19,21 51:2 58:12,21 77:25 109:16 110:6 115:3 120:16 121:1 189:21 counsel 3:18 13:22 14:3 17:21 18:1 18:12 21:6,8,17 22:24 23:24 24:13 150:7,8 211:18,19 249:21 267:12 COUNTY 265:14 couple 10:22 11:3 250:8 course 78:2 79:16 137:1,5 158:12 170:12 210:1 238:10 240:7 254:6,8 258:15 courses 29:2 258:14 259:1,8 coursework 9:1 court 1:1,25 36:21 41:16 213:1,8	239:7 243:25 244:9,18 261:12 264:17 267:3 courteously 156:3 courtesy 38:22,24 courts 244:13 245:3 264:6 cover 45:17,19 48:23 49:16 69:17 71:22 85:18 120:23 153:12 164:23 182:12 205:24 206:1,1 coverage 2:15,17 31:20 32:7,9,24 33:16,20 34:8,20 36:4 42:9,13 44:17,18,20 45:18,23 48:1,13 48:13,15 49:3,20 49:23 50:17,18 50:20 52:7,8,8 53:20,23,25 54:3 54:5,11,12,18,19 54:21,25 55:7,9 55:10,19,19 56:2 56:4,7,8,9 58:12 58:16,23,23 59:2 59:8,8,9 60:22 61:11,15,18,19 64:19 69:9 71:5 71:6 80:10,13 83:5 91:25 92:15 92:15,17 96:4 123:24 126:17 135:18 139:6,9 143:6 150:17 151:3,9,15 152:8 152:11 153:8 160:9 161:25,25 162:1,12,17 163:25 165:15 165:16,17 167:5 170:6,23 171:9 173:3 179:17 180:24 182:16	182:18,21,24 188:20,25 189:8 189:10,12,20 198:22,25 199:10 200:4 208:25 212:20 212:22 215:4 221:16 222:3 238:21 243:15 243:17,22 244:23,25 245:1 245:10 254:2 261:9 262:16,17 coverages 9:17 44:4,11,16 45:4 46:2 47:5,21,25 48:7,10 49:1,11 49:13,18 50:8,13 50:16 52:5,11,13 52:17,18,21,24 53:4,17 60:15,18 60:20 61:8 161:8 161:9,13,15 165:3 covered 15:22 44:22,24,25 45:4 45:5,10,12 46:1 46:17,18 48:2,19 49:12,24 50:2,17 52:14 53:12 54:12 61:10 62:1 62:18 65:10,13 69:10,17 71:2,3 72:1 83:22 115:17 116:15 116:24 118:13 118:15 119:8,9 119:15 120:2,17 120:20 122:6,13 122:14,18,20 123:20 129:8,17 129:23 135:6,11 135:14 138:13 138:25 162:1 165:2,8,15 170:6 180:6 186:1 222:9,12,13,14	222:18,25 223:4 231:14 243:17 243:20,21 254:15 covering 150:16 161:11 covers 50:16,17 66:9,10 142:25 143:16 CPCU 2:21,22 8:6 8:13 255:19 257:17,18 258:5 258:8,17 259:2,5 CRDN 207:6,13 create 158:4 creates 88:21 creating 57:3 cross-reference 204:8 CRR 1:25 267:23 curiosity 35:21 currently 4:17 5:21 custom 84:11,11 customer 24:5 167:25 168:8 customers 17:25 23:7,13,22 25:8 25:23 167:16 cut-and-paste 131:16 D d 69:12 180:7 184:8 228:10 damage 16:4 60:5 60:8 62:16,19,23 65:11,14 87:10 87:15 115:10 120:12 174:9 179:16,16 damaged 42:19 53:13,16 65:8,24 84:4 87:4 92:8 96:22 120:24 121:18 124:6,8 165:21 170:5,10	173:4,13 174:17 176:15 180:16 damages 60:11 67:17 72:2 88:11 113:12,22 114:4 125:12,14 224:8 245:11 254:17 254:25 Darlene 1:25 12:7 103:4 267:3,23 dash 150:23 235:11 date 73:17 144:13 148:18,23 179:23 195:13 207:19 208:16 208:20 209:4,5,7 209:9,20,23 232:17 233:1 240:18 242:10 242:22 250:19 260:22 265:9,24 266:3,5,25 dated 208:18 210:8 218:19 223:3 232:5 234:12 241:11 245:25 dates 73:9 250:7 day 209:8 265:17 267:19 days 105:22 106:10,18 107:17 111:14 195:20 196:7,15 228:23,23 230:16,16 236:11,25 237:12,15,16 249:23 250:8 deadlines 228:20 229:1 deal 85:18 147:15 181:12 256:3,19 dealing 86:4 147:10 157:10 160:1 166:25
--	---	--	---	--

248:4 deals 48:15 86:9 97:23 140:24 154:20 160:7 172:9 dealt 179:25 debris 33:6,8,12 33:16 34:1 53:6 53:12,20,23 54:6 54:10,12 55:4,7 55:8,11,17,22 56:1,7,9 58:12 58:16,19,22 59:3 59:7,10 60:3 161:18,21,24 162:6,17 December 209:24 210:3,6 233:11 233:22 deceptive 3:6,8 252:1,10,25 257:4 decide 119:3 127:5 134:20,22,24 135:2,23 137:3 137:22 221:16 222:3,7 224:1,5 224:19 225:2 238:20 decided 115:4 127:15 217:5 decides 213:1 deciding 90:16 136:1 223:21 251:16 decision 77:2 132:22 142:4,7 243:3 declaration 2:9 27:16 163:6 241:2 Declarations 28:3 28:11,14 29:11 29:14 31:15 143:6,8 163:7,14 170:8,11 declare 266:21	decrease 121:4 deductible 191:15 Deductibles 43:23 Defendant 1:7,19 Defendant's 3:2 144:4,5 defense 153:8 define 92:9,13 95:13 defined 3:9 92:18 92:19 defines 252:24 definition 177:6 Definitions 43:21 43:22 Delaware 259:23 delete 20:17 demand 2:14 102:3,5,8,10,14 102:21 103:10 103:17 104:6,12 105:6,11 110:19 111:16 112:5,22 112:24 113:1,7 227:9,10,14 228:16 demanded 102:2 228:13 demanding 112:18 226:24 236:11 demands 110:24 227:19 demolition 54:24 117:12,17,19 173:5,20 174:12 denial 15:21 62:14 63:1 67:18,25 68:1 69:4,5 196:14 244:25 denials 68:9 138:13 222:11 222:18,25 223:1 223:4,10 denied 67:21 68:3 68:7,17,20,25 116:16 117:14 117:25 118:4	214:12 222:8 deny 39:19 41:9 41:15 58:21 64:18 116:18 117:6 denying 37:12 38:4,7 39:4,8 41:7 64:19 116:20 117:2 126:13,16 department 136:19 165:6 178:9 depends 30:24 35:6,8 62:21 149:5 158:6 223:14 Depo 2:23 Deponent 266:3 Deponent's 23:12 23:20 deposed 4:19 deposition 1:9 2:11 3:19,21,24 14:22,24 18:18 19:6 20:19 36:8 37:25 38:4,21 42:1 50:11 85:15 131:2 248:12,20 250:7,12,19,21 250:24 264:23 265:4 266:3,22 267:6 depositions 249:25 depreciated 80:24 90:2,18,20,24 91:2,5 depreciation 89:5 89:8,12,15,18 90:6,8 159:17 describe 28:7 43:8 described 165:2 258:10 describes 142:17 143:19 description 2:7 3:1 142:13 143:15	designate 8:6 31:5 54:17 56:7 designated 14:19 19:9 39:21,23 40:12 56:9 designation 8:8 29:19 30:16,17 31:1 33:5 77:14 258:8 259:6 designations 8:18 145:20 259:6 designed 45:21 69:19 70:9,10 destroyed 84:6 89:17 90:25 119:5 destroys 165:7 detail 44:8 61:10 123:16 258:13 detailed 109:5 detailing 215:2,12 234:17 236:17 details 156:6,21 216:15 220:2 deterioration 62:10 determination 32:21 114:3 141:9 195:14,15 determine 42:5 54:8,9 55:2,6 58:18 64:18 67:10 72:6 94:12 134:15 157:9 217:9 238:13 247:24 determined 32:4 32:10 53:22 89:3 94:12 141:9 252:8 254:14 264:17 determining 86:22 90:22 92:21,22 93:23 135:5,22 214:11 developments 250:7	devices 69:13 diamond 35:21 dictionary 5:3 difference 71:8,13 80:21 81:2 137:9 137:13 154:13 220:25 differences 71:15 71:18 73:11 75:12,20 98:24 99:3 106:14 different 12:2 26:5 26:19,19 27:2,6 27:7,15 29:17 44:1 61:5,7 71:1 83:11 95:21 98:2 102:12 125:6 148:18 149:8 165:23 171:3 183:20 195:22 259:3,4 differently 119:1 120:10 difficult 5:7 40:1 184:15 diligent 213:20 Dinse 232:22 direct 107:20 224:20,21 260:18 directed 87:11 direction 220:16 directly 87:24 88:8 179:21 disabilities 70:10 disagree 76:16 129:15 187:9 230:22 243:12 254:15 disagreed 128:22 130:11 217:3 disagreement 105:20 227:10 228:13 discarded 185:1 disclose 17:6 discovery 2:12
---	---	---	---	---

17:2,10 150:4 discuss 15:4 99:3 discussed 15:5,8 162:5 182:3 238:23 discusses 44:22 discussing 164:11 discussion 184:17 discussions 85:15 dishwasher 184:25 disinterested 106:13 111:1,12 111:21 112:3,11 244:22 245:9 dispose 54:15 dispute 61:18 83:16,18 97:7 114:13 122:23 126:24 127:10 127:22,24 128:10,19 132:16 134:16 135:2 137:15,17 138:2,12 139:4,8 139:9 175:23 210:17 211:4,11 211:12,14,15,17 212:9,12 213:2 222:11,17 233:8 236:1,14 237:1 238:14 243:15 243:18,20 261:8 disputed 127:12 127:20 128:2 129:20 236:15 237:3 disputes 115:22 116:5 138:4 139:6 222:19 223:7 236:17 disputing 83:20 128:7,14,15 disqualified 267:15 DISTRICT 1:1,1 disturb 175:2,14 175:16	disturbed 175:18 Docket 267:9 Docs 2:12 doctrines 152:23 document 14:15 20:18 59:17 76:5 106:17,19 111:9 127:3 131:12 144:9,23,24 145:3,6 153:19 181:16 182:6 189:17 192:13 192:24 193:16 193:21,23 196:5 196:8 197:1,4,5 197:11 198:3,5 198:12 199:12 200:3,8,9,15 202:22 203:7 204:19,25 208:17,18 209:2 209:8,9,13,18 210:7,10,11 212:13,16 213:24 214:21 215:1,9,10,17 216:12,17 218:14,16,25 219:21 220:2,9 221:22 227:25 229:6,8 232:2,5 232:8,12,22 235:17 240:9,18 240:19,22 241:2 241:4,6,16,17,21 242:2,20 243:5 245:15,19 249:12 253:2 256:2 257:25 258:1,12 261:1,3 documentation 16:20 46:13,21 73:13,23 97:17 107:12 127:10 157:17 160:21 172:3 236:1,14 237:1 255:19	documented 74:2 74:5,23 75:3,23 101:4 196:17 228:2 documenting 214:22 documents 14:9 15:2,5,7 17:20 17:23 18:2,6,8 18:15,16 19:9,18 21:2,5,7,9 22:9 22:11,13,16,20 23:3,6,11,16,19 23:23 24:1,3,4,6 24:11,25 25:6,11 25:12,13 145:20 217:14 219:15 doing 9:4 10:19 37:20 41:7 44:12 53:10 61:24 66:6 78:1,7 109:23 120:10 122:18 132:7 174:4 175:3 178:15 216:7 218:4 236:5 251:18 dollar 193:4 Dollar-wise 194:14 dollars 191:10,10 205:12 208:6 double-check 71:11 77:12 81:1 183:10 double-sided 199:24 200:2 209:18 downgrading 83:13 dozen 259:17 draft 233:16,24 246:4,9 Drive 1:20 driveway 63:7 dry 206:16 due 124:6 192:1 duly 4:5 267:10 duties 23:6,12,21	25:6 86:3,8,10 86:14,17 87:2 108:24 duty 158:4,9 213:14,19,23 214:10,17 dwelling 27:13 31:20 32:8,9,24 33:17,20,23,25 34:2,3,14 35:7 44:17,21 48:16 54:1,1 55:13 61:11 67:2 71:5 71:6 80:10 143:5 161:25 166:15 170:6 247:8 E e 1:19,20 2:6 184:9 242:18 earlier 9:4 182:3 219:7 early 247:21 ease 201:22 easy 64:15 201:14 edited 78:12 education 78:7 effect 148:22 179:23 227:4 effective 260:22 efficiency 122:5 efficiently 156:3 either 13:7 18:21 52:25 54:15,23 56:2 58:24 79:10 84:21 127:3 215:11 216:14 218:8 226:23 229:15 231:10 241:24 electrical 174:15 electronic 17:13 69:13 Electronically 146:4 elects 120:14 elevation 63:5	64:22 65:1 66:12 115:13 116:12 121:9 eliminate 244:24 245:11 Elizabeth 1:23 50:10 144:24 145:2 Ellen 1:3,23 139:4 139:8 266:2 267:8 email 2:23 41:21 249:14,20 250:4 250:14 embedded 227:21 embezzle 177:20 emergency 188:24 189:9 190:7 employed 39:3 267:13 employee 23:21 263:6 employee's 25:6 employees 23:21 25:6,14 193:12 193:13 enclosed 266:6 ended 83:10 Endorsement 2:10 234:25 endorsements 28:12 ends 139:24 140:12 enforce 177:18,20 178:18 enforced 136:20 136:22 173:16 173:17 176:17 176:25 177:6,11 178:2,4 enforcement 173:19,21 174:1 174:5 176:18,20 176:24 177:1 178:6,12,24 179:19,21
--	---	--	--	--

enforcing 177:7	130:12	exactly 29:8 91:12	14:11,12 19:23	53:12 189:23
engage 252:4,8	estimate 15:25	122:19 127:14	20:24 27:18 28:6	experience 7:9,11
263:7,13	16:7,11,12,22	176:13 202:13	28:7,18 29:10	45:16 78:4 79:19
engages 171:16	46:12,19 51:23	203:21 215:2	31:16,17,18 43:7	expert 66:25 67:13
engine 70:5	57:1 63:23 64:9	216:15	80:6 110:7,8,15	76:19,22 92:24
engine-propelled	64:13,16 67:12	EXAMINATION	131:10,24 132:8	expertise 58:8
69:17	72:10,21,24 73:1	2:3,4 4:12	132:9 133:13,14	experts 211:20
engineer 66:22	73:5 75:12,15	260:13	143:22,24 144:2	expires 267:23
67:3	76:15 78:10,18	examined 4:5	144:3,3,4 145:12	explain 42:10
engineer's 66:25	79:1,3,6 98:25	examining 202:7	145:13 156:15	86:21 226:17
67:13	99:14,16 100:1,2	example 42:18	163:11,14	227:14
England 259:16	100:7 105:19	82:21 89:14	168:18 183:14	explained 160:25
English 126:12	109:16,20,22	90:25 123:3,4	183:25 184:4	222:15 235:25
Ensure 235:24	110:4 114:12	161:17 171:23	188:6,11 196:22	explaining 262:1
entail 10:12	115:1 118:24	175:5,8,25 176:5	198:10,11	explains 61:25
enter 195:11	123:1,5,7,17,20	178:23 180:16	199:17 200:7	241:4
240:17	176:11 205:25	184:24 197:12	203:9,14,17,18	explored 228:15
entered 239:6	206:22 207:6,12	221:9 224:11	203:18 205:2	extend 106:18,23
266:22	223:16,17	244:20	206:15,22 207:1	107:12 142:4
entering 240:13	245:16,20	examples 165:22	207:2 209:14,17	174:22 175:13
enters 171:14	246:20	171:7 184:4,20	212:17,19	231:2 262:13
entire 138:2 176:2	estimates 15:22	Excamate 57:4	218:13 231:23	extended 106:12
176:9	58:14 72:12	excavation 115:12	232:1 234:15,21	107:4 228:24
entitled 22:15 39:4	73:12 75:21	116:11	235:3 236:6	229:2,7 230:4,17
48:9 80:23	109:9	exceed 143:7	245:15 246:6	237:17,20
164:18 171:17	estimating 56:15	170:12	249:12 251:6,23	extending 107:6
211:10 216:24	estimation 78:11	exceeded 162:14	251:24 252:17	extension 54:1
255:5,6 256:24	estimations 63:25	164:5	255:11,19,25	141:25 230:20
264:1	estopped 153:9	exceeds 143:6	256:7 257:8,15	extensive 179:15
entry 201:10	estoppel 152:24	170:10	257:25 260:16	extent 24:12 93:19
246:15	ethically 40:19	Excel 88:10,10,13	263:23	225:4
equation 119:2	Ethics 2:22 257:16	202:9,22	exhibit's 203:13	exterior 62:9
equipment 69:13	257:22	exception 81:9	exist 173:6 180:8	117:6
Errata 265:6	Eugene 1:20	171:11,22	existence 173:22	eyes 188:23
266:1	evaluate 58:16	exchange 75:18	174:6 177:1	
error 247:18	evaluated 84:23	exchanged 15:23	178:6 240:23	F
Especially 84:19	evaluates 221:17	excluded 68:5 69:1	existing 121:13,14	f 184:10 186:20
ESQ 1:23	222:4	69:3 115:15	121:16,17,23	242:6,13,14,16
ESQUIRE 1:15,19	evaluating 81:2	116:14	122:22 125:18	263:25 264:4
essence 185:4	130:16 158:5	exclusions 224:15	125:23 126:8	fabricated 84:11
essentially 6:25	evaluation 66:22	excuse 18:13 19:21	173:16 174:18	facing 64:25
67:21 71:23	78:17 90:1 159:8	20:10 23:9 74:11	exp 265:24	fact 22:11,13
180:3 184:23	159:9 198:16	137:20 245:18	expectancy 89:20	57:11 100:3,6
185:14	everybody 97:6	executed 241:3	159:13	134:25 206:5
establish 128:1	exact 65:25 84:7	exhausted 33:17	expedited 4:8	210:18 238:21
159:12 210:21	202:21 214:22	34:4	expense 53:15	factors 244:20
establishing	215:12	exhibit 2:7 3:1,11	expenses 50:24	245:7

facts 22:10 35:9 254:1,7 factual 264:15 fail 98:15 101:18 106:9 237:15,20 254:9 failed 257:3 Failure 230:14 fair 36:25 41:4 51:18 60:24 102:22 103:12 108:11 155:24 165:18 167:16 172:23 180:14 181:3 194:2 196:1 202:7 203:2 205:13 213:10 216:25 224:13,17,24 225:5,7 227:22 234:2 245:4,12 faith 213:11 fall 261:23 falls 1:25 54:25 267:3,23 familiar 17:17,19 25:5 28:21,24 195:24 201:23 251:13 far 5:16,20 53:10 59:4 181:11 223:15 242:24 farm 1:6 2:8,12 4:18 6:8,14 9:10 14:20 16:11,22 21:6,8 24:9,11 24:25 25:13 70:18 78:20 79:6 85:24,25 87:14 87:20 88:1 94:25 96:11 97:15 98:19 101:11 102:21 103:10 104:11 105:5 108:9,18 109:7 110:24 129:25 138:12,25 139:5	141:24 145:6,21 148:10 152:19 156:2 158:9 167:15 173:14 197:8,9 198:5,6 198:24 199:9 203:7 213:10 215:2,11 216:13 219:1 237:22 239:10 243:15 245:16 249:1 253:11 255:16 256:2 257:3 262:2 263:19 266:2 267:9 Farm's 79:2 86:3 96:12,24 110:17 122:25 123:5 127:4 202:21 213:15 229:20 242:9,21 248:19 Farnham 1:12,16 favor 95:22 238:7 favorable 214:13 February 1:11 4:1 192:12 266:3 267:7,19 Federal 3:20 36:21 feel 86:18 felt 16:13 figure 101:20,20 figures 58:15 figurines 35:3 file 14:5,7 15:13 16:25 17:9,13,14 24:5 46:17 59:21 73:14,15,17 74:2 74:4,18,22 75:23 76:1 101:4,5,6 158:23,25 159:2 159:4 191:7 192:9,22 193:4 193:23,25 195:5 195:8,12 198:4 200:23 206:12 214:2,6,8 232:3 232:9 233:19	241:18 249:13 262:14 263:6,12 filed 139:17 141:6 141:8 261:18,22 262:24 files 139:24 filing 140:11 141:16 226:15 227:3 final 16:13 133:19 246:5,11 finalize 66:20 finalized 209:5 210:8 246:8 Financial 232:10 find 65:25 68:13 69:9 86:7 146:17 146:20 156:12 198:3 232:25 239:13 265:4 findings 227:25 fine 8:17 43:15 58:6 73:22 81:25 82:6 105:16 150:12 169:5 183:19 188:2 239:14 255:23 finish 5:6,7 24:15 24:17,20,23 40:2 41:1 119:20,24 174:21 finished 21:20,22 24:19 finishes 67:16 fire 1:6 11:4 26:12 42:16,19 60:7,23 62:11,18,18,20 63:19,21,24 65:8 65:11,14,24 66:14 67:17,23 68:6 99:19 115:8 115:10 119:1 120:12,13 121:13,14,18 125:14 147:14 147:15,18 148:22,24	154:11,12,16,17 160:25 161:1 165:6 232:9 246:25 247:12 261:17 267:9 Fire- 2:24 firm 22:25 39:3 77:5 first 3:3 4:5 6:23 9:16,17,19 14:14 34:3 37:16 39:20 42:5 43:20 44:10 96:18 110:22 113:11,23 144:5 146:9,9 148:15 148:21 149:1 154:18,19 155:1 155:8 156:7,8,21 156:23,25 157:10 160:25 168:20 173:18 220:8 221:15,21 222:1,1,2 235:23 244:17 264:3,4 fit 184:16 five 5:24,24 161:24 187:20,21 216:8 248:6 258:21 260:3 five-minute 248:7 fix 16:7 64:1 65:9 65:12 66:13,15 96:23 97:7 fixed 65:9,12,17 66:16,20 67:22 99:19 fixing 65:18 165:8 flip 153:15,18 165:25 flipping 160:15 161:3 170:18 172:7 181:5,15 floor 120:1 121:16 flooring 121:12,16 Florida 259:23 foam 123:18,21 124:20 125:19	125:20,25 126:8 focus 128:22 follow 107:22,24 108:25 155:23 157:10 174:5 201:9,14 230:21 252:14 254:5 255:6 257:3,21 258:9 follow-up 104:20 210:5 followed 240:5 following 9:22 53:16 121:5 140:1 176:21 179:18 182:24 253:23 255:14 follows 4:6 171:12 foot 145:21 footprint 60:12 force 173:25 177:4 178:18 forced 83:13 122:12 foregoing 265:4 267:4 forfeiting 151:16 152:11 forget 8:15 forgot 247:17 form 3:22 11:9,12 11:20 46:9 49:4 57:13,23 59:25 64:20 65:20 66:3 67:18 72:13 74:6 74:14 76:20 90:4 92:23 95:1,24 96:16 98:4 99:20 100:18 101:9 102:6,11,16,25 103:13 104:9 106:24 107:18 108:12 109:17 111:17 112:8 113:2,25 114:16 115:5,24,25 116:2 117:3,8
--	---	---	--	--

118:1,19 119:17 120:21 124:11 125:17 128:11 128:24 129:9 130:9 135:7 138:15 139:11 139:19 140:2,13 141:1,14 151:25 159:5 162:21 164:14 186:10 211:2 214:15 217:1 219:2 223:12,23 224:22 225:13 225:19 226:1,6 227:5 229:3 230:11 238:16 244:2,6 266:5,22 formal 7:14,18,20 Formally 172:6 format 74:25 158:21 159:1 243:1 formed 128:16,16 forms 125:6 167:7 formulate 56:25 Fort 110:25 forward 101:17 104:4 172:1 found 156:8,23 foundation 62:8 65:3,7,8,18,19 66:13,15,20 115:12 116:11 four 70:3 FP 166:18,20,25 169:13 234:24 235:11 frame 149:9 framing 118:6,10 119:19 121:8,9 fraud 9:8,23 frequency 253:22 front 62:25 63:4,8 68:5 192:9,22 201:10 256:12 fulfill 108:6	full 2:18 71:23 81:18 110:22 113:11 164:12 213:17 245:4 fully 83:22 227:14 functions 185:21 fungus 32:25 181:9,13 fur 42:18 furnace 83:17 furniture 185:2 Furs 35:13,24 42:3 42:5,17 further 121:7 156:6,21 164:21 264:21 267:12 future 153:9 G g 62:12 184:11 239:1 255:5 256:21 Gansevoort 6:3,4 Gary 12:24 13:6 13:22 73:16 75:11 94:4,9,11 100:11 101:1 110:16 151:12 151:13 191:23 193:1 194:1 197:2 198:7 261:10 Gary's 262:5,6 gathered 24:10,25 general 86:1 95:3 147:6 156:1 160:24 244:14 generality 138:4 generally 9:16 25:22 34:23 84:15 133:5 136:17 149:10 154:14 202:8 264:5 generated 246:15 getting 99:25 136:19 163:3,12	163:21 260:1 Gino 1:9 2:2,23 4:4,16 163:9 249:17 265:9 266:3,25 267:6 give 9:13 14:20 22:3 41:21,22 59:18 69:6 72:10 86:20 87:9 97:1 110:11,12 141:25 180:16 245:22 255:20 given 17:20 30:16 56:24 78:24 79:1 79:6 108:1,2,19 165:22 232:2 251:24 257:8 gives 178:17 180:4 191:13 220:5,13 giving 161:20 go 4:14,22 5:10 6:16,19 9:14 16:6,14 24:22 36:11 44:6 47:15 52:19,21 55:7 61:1,21 62:7 69:8 70:20 84:13 85:5 87:15,21 88:25 89:22 97:16,23 98:9 100:21 101:15 101:17 104:4 105:2 106:6 109:5 111:8 113:10,11,24 116:19 121:7 124:16 128:9 131:12,23,23 137:18 141:3 144:20 145:12 148:12 149:15 149:17 153:10 153:11 156:11 163:7 164:21 169:10,18,23 176:19 178:13 182:4,5,5 183:3	183:11 184:4 193:8 194:5,7 195:3 196:22,23 197:18 198:10 200:17 202:2 203:6,8,17 204:19,25 205:15 214:23 215:3 216:16 220:16 225:18 225:21 227:7 233:6 234:15 235:16 246:16 246:17 251:23 252:22 255:6 256:5 260:3,25 262:18 goes 94:24 113:17 130:2 134:21 184:15 193:5 going 5:12 14:11 20:3,6,17 21:23 22:4 25:1 29:13 31:14 39:19 41:9 41:14,15 60:13 72:6 73:20 81:5 82:19 83:12 89:11 91:1,2 96:23 97:6,10 105:1 113:11 115:3 116:18,19 119:3,6 124:16 127:5 129:8 130:3,21 132:8 136:22 143:23 145:12 147:21 147:25 151:3 168:24 171:24 172:7,8,9 180:5 181:22 183:3 187:18,19 197:15 200:1,14 201:5 202:6 203:9 205:21 208:2 209:16 215:24 216:15 216:18 218:12	219:11 232:19 250:15,16 251:5 257:24 260:3,5 262:2,13 good 12:23 21:14 53:10 97:11 123:18 130:19 171:25 199:22 213:11 249:22 gotcha 13:9 34:13 81:9 154:16 155:10 166:22 257:14 gotta 178:13 graduate 6:21 Granted 54:22 grass 34:24 48:25 49:17 164:25 Gravel 1:12,16 ground 4:22 100:3 guarantee 203:5 guess 54:16 55:1 59:3 62:21 87:25 104:10 124:5 146:25 179:24 183:10 guessing 131:25 guide 146:21 147:4,15 150:16 151:8 152:6 153:12 154:7 161:11 169:22 170:20,22 218:15 219:12 219:22,25 221:6 guideline 146:18 157:4 160:7 167:4,4 238:3 260:19 guidelines 25:20 146:1 156:7,9,22 156:23,25 157:5 157:8 160:8 161:21 167:5,11 226:8 258:5,16 guides 25:17,19 26:4 145:25
---	---	--	---	--

146:14,23 155:22 167:24 167:24 168:4 172:22 219:6 239:9 guy 159:7	heating 83:11,23 84:1 121:23 122:1,5,8,22 123:6,11 125:18 125:23 126:8 held 9:14 264:6 help 157:9 158:10 218:8 helping 87:9 helps 198:19 hereunto 267:18 high 7:3 higher 83:12 Hillmon 1:23 22:4 50:10 144:24 145:3 hire 72:15 262:14 262:15 hired 16:6 66:22 207:14 229:22 history 82:16 HO 167:12 hold 8:1,4 37:14 37:24 155:3 206:13,14 208:12 245:24 home 6:4 35:10 67:15 145:10,11 175:13 193:5 201:10 247:5,20 homeowner 10:14 30:11 97:14 167:7 homeowners 2:9 10:6,9 26:24,25 27:1,3,4,5,7,10 27:12,14,16,22 27:23 28:19 30:16,23 31:10 43:9 234:18,25 Homeownership 7:13 horsehair 124:2,17 horsepower 70:7 hot 83:13 122:12 hour 70:8 130:21 hours 9:1 20:14,15	202:6 215:24 216:8 house 16:3,4 32:16 63:6 65:1,1,9,13 65:17,23 66:1,12 66:14,16,21 67:8 83:9 84:2 88:2 96:22 97:7 123:1 123:6,25 124:1,7 174:13,15 175:11 176:2,16 household 51:4 houses 124:3 How's 105:18 hundreds 200:17 husband 38:17 HVAC 123:1 HW 29:19 30:13 166:19 169:14 169:19,24 235:17 HW-2100 31:6 235:18 HW-2145 30:1,5	105:21 147:3 163:11 198:19 232:5 identifying 20:1 127:11 163:10 236:15 237:2 if 66:6 II 221:15 222:1 III 226:7 227:9 illegal 178:14 Illinois 249:2,3,3,5 249:7,9 imagine 16:25 110:4 191:25 197:9 immediate 86:3 impacted 179:16 impartially 241:23 implement 254:10 implies 154:14 import 202:9 important 76:5,5 77:25 82:2 90:15 94:1 157:4 164:10 impossible 210:20 improper 120:23 improperly 151:17 152:13 improvements 118:15 122:4 in-between 170:21 in-person 37:25 38:1 inaccurate 127:18 inadvertently 15:11 inch 204:16 include 10:17 34:22,23 35:4,4 70:8 164:12 180:12 184:5,20 210:18,19 232:12 244:25 247:11 included 35:2 53:15 69:5	113:18 114:5 123:15 125:13 127:23,25 133:7 139:10 182:8 204:4,5,6 205:12 205:20 206:2,9 206:22 207:6,16 219:13 223:16 223:18 245:11 includes 168:10 241:1 254:16 including 23:13 24:5 34:7 45:18 69:18 82:17 128:2 210:17 235:25 inclusive 267:5 increase 33:25 100:7 increased 33:20,23 33:24 34:3,13 166:15 179:17 incur 53:12 incurred 34:12 50:25,25 51:2 163:20 164:6 165:19,21 170:23 independent 108:11,15 109:15,23 index 2:1 146:16 147:1 indexed 149:21 indicate 30:10 123:3 126:4 199:14 253:22 indicated 114:14 123:2 indicates 29:16 89:8 130:16 Indicating 15:15 253:1 indication 46:22 188:17 indications 44:1 individual 14:19
H				
h 2:6 134:5,7 184:12 hail 180:17 half 130:21 216:8 Hampshire 259:22 handle 10:13 12:18 handled 9:20 14:3 23:24 117:13,18 handler 157:17 158:5 handles 17:21 handling 12:20 25:21 46:16 79:21 146:1 150:7 154:21 156:7,22 160:8 167:6 206:12 210:14 hang 21:19,19 91:23 206:24 207:3,17 221:11 255:21 hanging 203:19 204:4 happen 74:5,18 101:15 121:1 happens 120:14 160:17 174:24 hard 205:24 206:1 206:1 hardscape 47:3 50:6 60:9 164:25 hardscapes 34:24 35:2 head 4:25 93:25 248:5 259:21 heard 24:16 hearing 245:4,6				
			I	
			I-79-2 195:25 ID 33:23,24 34:2,2 34:7,10,13 142:22,25 143:3 143:8,12 162:11 162:14,15 163:4 163:15 164:1 166:15,18 169:24 170:2,13 170:23 171:2,9 172:15 189:7,9 190:2,9 idea 88:20 250:2 250:23 251:1 ideas 75:18 identical 132:4 148:14 183:6,17 203:21 identified 30:5 116:22 211:19 identify 19:25	

14:19 171:16 177:6 212:2 232:5 industry 124:15 124:18,21 industry-wide 56:16 Inflation 60:21 influenced 152:23 information 14:20 21:16 72:22 88:8 156:1 204:8 210:9,21 214:11 214:12 232:10 232:15,17 264:15 inherent 82:8 initial 68:8 initially 210:6 initiation 192:23 inquire 149:18 inquired 146:15 inquiring 53:5 inquiry 64:5 66:18 inspection 32:16 instability 45:22 install 136:25 installed 35:9 83:17 180:22 181:1 instance 137:18 185:15 186:20 263:19 Institute 6:20 instruct 11:25 225:12,14 instructed 5:16 227:24 instructing 21:11 21:13 93:2,4 151:8 instruction 87:8 228:5 instructions 23:20 266:6,6 insulation 123:19 123:21 124:2,6,8	124:18,20 125:2 125:6,17,19,20 125:25 126:9 223:19,24,25 insurance 2:8 4:18 8:2 9:8,23 28:14 28:25 29:3,4 61:6 65:25 108:19 138:8 162:3 213:11,15 229:13 237:22 252:5,11 254:1,2 254:11 259:7 264:19 insured 44:4,5 45:23 50:25 53:13 61:3,9,22 71:4,4 94:24 95:10,23 102:21 103:10 106:22 136:18 152:20 152:22 157:18 158:7,10 164:11 164:17 171:13 171:14 173:4,7 179:22 184:17 208:16,21 227:15 240:17 262:7 263:6 insured's 151:16 152:12 240:13 242:8 insurer's 242:7,21 integrity 67:15 intended 83:2 183:24 185:7,25 intent 184:13 intention 156:2 interact 75:7 105:24 interacted 75:8 interaction 75:6,9 interested 120:12 121:4 241:24 267:14 interior 117:12,16 117:17,19	internal 25:24,25 60:6 interpret 95:22 169:22 230:19 interpretation 238:4 interpretations 221:17 222:4 interpreted 238:6 238:7 interrogatories 3:3 36:12,17,23,24 38:10 39:14,25 40:7,10,23 41:3 144:6 145:16 interrupt 20:17 40:3 119:25 225:11 interrupted 40:1 interrupting 18:21 18:25 41:2,14 interruption 20:7 interruptions 20:16 inventory 2:16 12:16 87:4,10,15 87:22 88:2,4,24 157:16 197:6 198:16 199:4,4 199:15 207:8 208:5 inventory's 198:16 investigate 213:20 investigating 9:8 9:23 investigation 184:17 254:11 254:16,20 Investigative 9:5,6 investigator 147:16 Investigators 147:14 invoice 203:24 204:2,21 205:9 205:11,19,23,24 invoices 204:7	involve 173:3 involved 32:25 54:13 108:6 142:10 145:9 149:9 151:10 159:13 251:18 261:16 involves 225:14 involving 7:5 160:9 Iowa 248:21,25 issue 27:8,11 30:1 33:3 41:16 70:16 90:15 196:13 209:23 215:5 222:7 244:25 issued 28:2,19 29:18 30:4,9,18 60:24 70:23 94:23 192:10 196:1 208:14,20 209:25 233:6,21 245:21 issues 14:21 62:8 68:16 127:5,14 137:2,22,24,25 138:10,25 139:5 181:12 211:7 217:5 222:18 224:2 238:21 244:23 245:10 issuing 32:17 item 69:20,23,25 91:8,13 116:20 127:11 132:16 134:16 186:4 187:4,8,10 188:18,18 190:25 197:13 202:12 203:4,4 203:21 214:4 236:15 237:2 238:14 item's 91:11 item(s) 159:13 itemize 133:20 itemized 2:18	127:10 235:25 236:13,25 items 36:5 76:15 81:17,22 82:18 83:1 88:5 89:1 90:16,24 99:18 124:2 127:20,22 127:24 128:3,4,5 128:7,13,14,18 128:21 130:7,11 133:9,10,20 158:5 182:24 183:7 184:23 185:21 186:1 190:4 200:9 202:13,23 203:1 206:8,9 210:17 210:24 211:6,9 211:11,13 212:6 212:8,10 214:22 215:12 216:15 216:24 238:14 243:21 J J 1:9 2:2 4:4 265:9 266:3,25 267:6 January 6:22 51:11,11 144:16 210:2 233:6,10 233:23 234:1,6 jaywalk 178:14 jaywalking 177:16 178:23 Jewelry 35:13,24 42:3,4,17 JF 35:11 job 6:24 10:12 jobs 7:1 Judge 20:3 judgment 239:6 July 6:12 junked 184:11 186:21 jurisdiction 155:13,13 220:20,20
---	---	---	--	---

228:17,19 237:7 237:11 jury 213:6	109:3,14 114:4 116:4,6 118:20 118:21,23 121:25 123:14 124:1 127:2 133:21 136:10 138:21 140:22 141:19,24 142:21 145:5,24 146:12 148:7 149:3 150:6,9,10 150:11,20,25 152:24 153:4 156:9,18 159:2,5 159:20 163:5 168:17 172:4 190:25 192:8,9 192:22,23 193:17 195:13 195:21 196:5,12 196:12,16 197:5 197:7 200:12 201:2,5 202:11 206:7 207:10 209:4,20,22 210:4 214:5,20 214:25 215:7 217:14 218:16 218:20,25 219:14 228:18 231:17,21,21 232:13 234:9 237:7 239:8 240:22 241:5 243:4,8,10,10 245:15 246:14 248:16,19 249:25 250:18 251:16 252:19 256:18 259:20 knowledge 145:3 219:21 known 100:9 knows 22:10 94:4	267:23 labor 56:24 207:16 laid 43:9 lamps 184:9 land 45:17,18,21 45:22 46:23 69:19 179:19 landscaping 34:17 34:22,23 47:3,5 49:14,19 50:13 50:16 60:4,6 164:22 language 45:13 61:9 69:6 72:3 86:13 98:9,14 127:7 131:20 172:21 195:18 238:6 251:13,17 late 217:22 law 1:20 90:7,22 92:20,25 93:4,7 93:10,23,23 94:7 94:11,13,18,20 95:7,17 135:3,6 135:9,12,22 136:1,2,3,4 155:12,13,17 172:15,19 173:6 173:14,16,19,22 174:6,12 176:20 177:2,8,13,16,25 178:3,7,18 179:20,22 180:25 190:17 213:14 220:19 220:20 223:15 223:16,18,21 238:21 lawn 165:8 lawns 48:24 49:17 164:24 165:7 laws 28:24 29:3 lawsuit 139:17 222:11,12 262:14 263:7,12 263:20 lawyer 36:18	37:10 39:2 lay 130:2 lease 68:8 LeBlanc 99:9,10 99:10 left 63:4 64:25 65:1,1 197:12 legally 173:7 180:9 let's 27:17 29:10 29:24 43:6 48:3 53:6 63:6,6 70:20 90:13 91:20 97:23 110:7 113:10 123:20 131:23 140:3 145:12 153:10,11 154:3 156:12 157:13 163:2 164:21 165:25 169:10 181:5,15 182:5 182:10 198:10 204:6,25 209:22 220:16 234:15 246:3 248:6 letter 30:15 62:14 69:4 101:24 102:1,3,8 103:13 109:10 110:9,10 110:11,17,20 111:15,25 112:14,19,23 114:20 115:2 116:9,25 126:6 128:6 132:4 133:9,9,10,12,13 216:22 223:2,3 227:11,22 228:8 236:5,6,16,20,24 238:15 242:12 262:1,12 266:6 letters 15:13,14,16 15:19,21,21 164:11 level 131:6 142:7 193:14 194:2,7,9 194:12,25 195:3	195:7,9 244:22 245:8 levels 27:6 193:11 199:7 liability 44:23 45:1 45:2 47:17,23 69:20 70:2 license 259:2,13 licensed 29:6 77:9 77:13,21 259:11 259:15,18 licenses 8:1,2 259:4,7 licensing 29:5 108:22 259:14 life 89:20 159:13 light 89:14,15,17 89:22,23 90:1,8 90:10 214:12 limit 34:3,9 35:16 35:17,18 36:5 42:7,9,13,16,17 42:21 52:17 53:15 143:6,8 162:13,14,14 170:11 189:3,5 196:13 212:21 limitation 185:13 185:17,19 limitations 3:4 142:1,5 143:18 143:20 262:3,13 263:20 limited 51:2 82:17 113:12 123:17 125:12 138:6 143:12 limits 34:4 47:16 47:22 52:16 53:17 69:20,22 69:23,25,25 70:2 164:5 165:13 198:22 227:16 228:22 230:14 237:14 line 20:7 206:23 207:4,5 220:11
--	---	---	--	--

lines 266:5	lived 5:23 51:11	131:7 132:3	71:4 86:24	Manzi 2:20 204:10
link 36:7 37:12	248:16,21 249:3	133:1,23 134:4	136:17 160:9	210:12 211:4,21
38:5,7 39:4,5,19	249:5,7,9	134:10 142:24	170:5	212:7,18
41:8,10,15,19,20	lives 57:22 136:11	147:4 162:25	lost 38:19 256:9	Manzi's 206:9
146:22	living 51:1,10	169:21 171:4	lot 54:14 88:4,5	210:23
list 19:17 28:11	119:8 189:23	199:25 200:3	136:23 157:5	March 250:22,23
126:24 127:15	LLC 1:20	202:14 203:16	215:24 259:8	250:25
127:17 129:16	LLP 1:12,16	204:13 206:16	loud 218:10	marked 14:11,12
129:19,22	Ln 266:8	207:19 210:7	lower 51:23 261:2	27:18 28:6
131:15 133:8,17	located 249:1	219:24 235:3	luck 199:16	143:22,24 188:5
156:10 157:19	location 201:10	looks 97:11 132:6	lunch 131:2	198:11 209:16
158:8 183:4,17	London 1:21	171:25 183:12		218:13 232:1
190:23 197:12	long 4:20,21 5:23	191:23 199:20	M	245:14 249:11
200:9 202:21	6:7 17:3,9 29:6	lose 151:23	M 256:5,14,15,18	251:5,22 252:16
208:13	37:20 139:2	loss 2:19 32:21	machine 69:18	255:11 257:25
listed 45:11 81:17	195:15 218:5	42:12,16 44:3,6	magazines 184:12	261:1
113:23 125:15	longer 13:6,9,11	50:20,23 53:13	mail 240:19	market 51:17
127:14,25 128:5	144:11 174:25	61:19,25 62:1	mailed 240:16	56:23 81:13 82:4
128:5,18 133:11	175:12 185:21	70:21,22 80:24	maintain 8:21,25	82:20 89:23 91:9
142:25 143:16	look 15:2 23:10	81:13 82:4 86:2	50:25 158:17,20	91:14 183:2
144:4 189:21	29:10 43:6 53:3	86:4,10,22 87:2	158:21	185:4,6,9,14,19
191:1 197:25	53:6 59:17,21	92:4 98:16,16	majority 75:14	186:1,2,6,14
202:23 204:20	72:12 73:9 85:2	101:19,21	making 18:22 19:2	187:1,3,7,11,11
205:8,11 211:9	87:21 93:12 97:9	106:10 113:13	40:1,16 45:25	187:14
212:8 227:8	110:7,20 133:25	114:6,8 115:20	46:7 86:24 89:25	Mary 250:15
232:21 238:15	134:5 140:3	115:22 116:23	118:14 120:1	match 65:25 66:2
247:8,14 256:18	144:1,11 147:3	119:9 125:12	158:10 170:19	84:7,11,14
listen 38:9 65:15	147:20 149:17	127:11 132:15	217:19,24	matching 84:9
listening 215:16	156:10 163:6	134:16 135:16	management 10:3	material 255:7
215:23	168:3 171:25	140:9 148:23	10:4 193:14	256:25
listing 81:15 190:2	179:6 180:5	160:22 161:1	manager 10:7,9	materials 56:24
190:14	182:10 188:11	165:2 170:7	68:14 142:6,8	228:17 237:6,10
lists 88:21 132:24	191:7 203:10	173:4,7,25 174:9	194:10	Matt 99:2
183:16 193:24	206:19 208:13	174:24 175:9	managerial 263:18	matter 36:18
234:23 246:25	209:22 214:12	179:21,23 180:9	managing 11:5	150:7 229:17
247:3	219:20 223:14	183:3 185:7	261:16	267:8
litigated 138:11	231:22 233:6	188:13 189:20	manipulating	matters 23:24
litigation 145:9	234:13 239:15	221:17 222:5,9	201:22	229:19
210:14,14 211:7	255:17 256:14	222:12,14	manner 64:16	maxed 162:18
211:25 212:14	259:25	224:13,20,21,25	103:14 146:15	maximize 165:16
213:5 226:4	looked 41:5 144:22	225:5 231:14,23	213:20	maximum 42:20
little 17:3 96:7	219:10	232:17 236:2,15	manuals 23:20	163:16 164:7
111:8 183:20	looking 11:15	237:2,16 238:13	24:4	mean 9:6 27:10
187:17 258:12	19:22,23 20:24	243:17 255:1	manufactured	33:14 35:17
live 5:25 6:2 48:24	29:21 63:4 68:10	261:22,22 264:7	70:3	42:10 43:16
49:16 164:24	80:6 110:15	losses 44:4,5 61:3	manufacturer's	56:19 57:10
213:2 222:20	120:16 122:4	61:9,10,22 71:4	70:6	64:24 66:6 70:13

108:22 113:20 124:22 136:22 136:24 137:19 145:15 146:13 148:2 151:19,21 152:17 153:6 155:16 158:2,3 167:9 173:12 174:1 175:9 176:1,18 177:12 178:17 184:20 191:12 192:7 193:3 203:11 211:12 223:15 226:16 233:3 239:5,7,11 240:1 259:16 meaning 31:6,8 160:25 means 33:15 76:11 91:16 151:20 152:1 153:4 155:17 176:20 177:12 184:23 204:2,3 233:13 239:12,21 254:23 meant 138:1 meet 130:23 230:14 241:14 242:7,9,22 243:1 243:4 meets 244:19 members 9:19 memo 240:16 memorabilia 82:17 memorandum 240:8,10 241:1,5 memorialized 51:15 73:18 memorized 156:20 mending 184:7 186:17 mention 153:13 170:16 mentioned 182:3	mentioning 171:4 mentions 169:13 234:24 messed 249:4 met 139:3,14 179:18 225:1 242:25 method 252:9 methods 3:6,8 252:1,24 Metro 9:25 Michael 1:19,20 michael@satti-l... 1:21 middle 35:8 Mike 93:11 mildew 181:9,13 miles 70:8 million 163:23,25 mind 159:21 256:19 mindful 152:18 mine 199:20 200:12 minimum 3:4 211:9 minute 69:6 minutes 187:20,22 202:15 248:6 260:3 misheard 12:3 misread 221:11 misrepresent 254:7 Misrepresenting 253:25 missed 161:5 missing 153:19 160:17 170:20 200:16,18,20 201:3 202:4,19 214:4 misspoke 203:15 mistaken 76:2 214:4 mistakenly 3:11 mitigation 54:23	247:1,12 modifications 10:24 120:1 121:2 mold 33:1 181:9 181:13 moment 4:22 10:18 12:13 195:24 206:14 219:20 251:8 Momentary 36:10 Monday 1:11 4:1 249:18 266:3 267:7 money 121:2 171:17 177:20 231:17 monies 206:8,8 month 51:7,12 months 5:24 6:1,2 51:1,5 morning 77:13 249:22 motion 217:15 motor 70:5,12 motor-propelled 69:18 184:12 move 154:3 172:1 moved 6:4 10:5 movement 69:19 multiple 55:3 multiply 164:3 mutual 106:12,17 106:20 107:4,5 107:10 228:24 228:25 229:11 230:4,5,8,9,17 230:22,23 231:2 231:7 237:17,21 mutually 106:23 N n 3:15 47:2 50:4 nail 59:6 name 4:15 77:7 88:18 232:16 240:13,17	250:15 262:5,6 265:22 266:2 267:19 Named 105:20 native 158:21,25 nature 34:24 35:3 82:8 near 115:10 174:24 necessarily 72:2 74:19 76:10,13 84:10 86:11 91:15 98:3 143:5 170:9 177:14 181:18 necessary 12:1 45:18 50:24 64:6 65:19 67:7 76:15 77:3 Necklace 204:16 need 4:10 5:11 37:13,15 40:25 46:22 83:24 85:2 88:6 121:6 134:4 138:11 150:9 152:18 176:15 180:22 198:4 199:13 218:1 254:5 260:2 needed 16:13 34:5 65:9,12 67:14 99:18 135:17 149:15,20 157:10 160:2 184:18 needing 107:10 needs 5:1 151:22 184:7 186:16 neither 102:20 103:10 267:12 Net 191:20 192:6 never 14:24 38:18 39:23 63:20,21 63:22 114:17,19 115:1 116:7 146:15 149:19 149:20 232:13	249:5,7 256:18 new 1:21 5:22 6:20 9:20,25 10:15,15 12:17,25 82:8 83:17,22 174:14 176:6 186:6 187:2,10 248:16 259:11,12,16,22 news 250:7 nine 10:2 nods 4:25 non 114:2,4 non-covered 121:8 non-disputed 128:2 non-fire 114:4 non-related 125:14 normal 51:1 159:13 northeast 8:3 not-- 38:2 notarize 242:10,23 242:25 notarized 242:11 243:6,9 notary 265:20 267:3 note 73:15,17 146:8 148:14 154:10 203:23 204:15 notebook 19:22 noted 162:2 195:6 202:2 219:12 265:6 notes 14:7 notice 2:11 3:21 14:22,25 28:9 166:14 noticed 18:17 19:5 99:18 notify 111:13 112:19 number 8:2,19,25 23:10,10 26:5,10 29:25 30:2 46:2
--	--	--	---	---

48:20 53:8 69:10 69:12,16 70:9 80:10 92:2,6 100:8 137:6 146:8 148:17 150:21,23,25 154:7 158:3,14 159:20 161:23 166:4 171:8 182:7 184:21 191:18,20 194:19 200:5,13 201:1,25 202:3,7 203:8,14,16 204:17 205:16 205:21 212:12 220:8 226:7 232:4,17 239:14 246:14 247:20 247:21 253:15 256:15 259:16 259:24 264:5,11 265:24 266:2 numbered 3:11 150:18 153:21 160:20 267:5 numbers 26:8,11 30:8,12,14,15,18 56:21 57:3,12,18 58:8 75:18 147:24,25 162:24 163:10 163:12 164:19 195:9,11 197:13 201:2 202:4 numeral 226:8 numerical 202:17 202:21 numerically 201:8 Nuovo 1:15 2:3 4:11,13 11:14 12:7 15:12 18:13 18:17,20,24 19:3 19:5,8,13,16,21 19:23 20:2,6,10 20:13,15,22,24 21:11,14,19,21	21:23 22:1,6,8 22:17,19 23:1,2 24:14,17,20,24 36:11,16,22 37:2 37:6,9,11,13,15 37:19,22 38:6,8 38:13,16,23 39:1 39:6,9,13,17,20 39:25 40:5,9,14 40:21,25 41:9,13 41:20,25 58:2 73:4 74:8,11,13 74:16,17 77:17 78:15 80:2,5 93:1,6,15 103:3 104:19,23 105:2 105:8 110:11,14 121:15 126:6 130:20,23 131:1 166:6 168:15 169:5,10 175:7 178:22 179:4,6 180:19 187:17 187:23 188:2,5 196:10,25 199:23 200:1 215:5,8,21 216:1 216:3,5,9,10 217:7,10,13,16 217:19,23 218:2 218:6,9,12 224:9 225:9 233:4 236:22 239:24 244:4,6 248:6,10 252:18,21 259:25 260:10 260:12 262:18 262:20,22 264:8 264:22 O O 3:15 O'Neill 1:20 oath 37:5 75:22 99:1 object 11:20 18:25 49:4 141:16	244:6 objecting 11:11 93:12 217:10 225:12 objection 11:9 19:14 22:14 46:9 57:13,23 59:25 64:20 65:20 66:3 72:13 74:6,14 76:20 90:4 92:23 93:18 95:1,11,24 96:16 98:4 99:20 100:18 101:9 102:6,11,16,24 102:24 104:8 106:24 107:18 108:12,15 109:17 111:17 112:8 113:2,25 114:16 115:5,24 115:25 116:2 117:3,8 118:1,19 119:17 120:21 124:11 128:11 128:24 129:9 130:9 135:7 138:15 139:11 139:19 140:2,13 141:1,14 151:25 162:21 164:14 186:10 211:2 214:15 215:21 216:6 217:1,17 217:20 219:2 223:12,23 224:22 225:13 225:19 226:1,6 227:5 229:3 230:11 238:16 244:2 262:18 objections 3:20,22 22:10 215:22 216:1 217:24 obligated 72:18 obligation 26:3 85:23,24,25 obligations 17:24	23:7,12,22 25:7 25:14 85:19,21 86:8 108:7,24 139:14 227:15 obviously 11:25,25 37:25 121:6 195:18 occurred 11:4 60:23 224:21 occurs 228:13 October 148:25 149:1 218:21,22 248:11 249:15 249:18,23 250:3 250:11 OD 190:15 offered 166:12 office 32:11 75:24 78:19 99:2 145:8 145:10,11 150:6 193:5 officer 136:22,24 offices 1:11 OG 156:8,23 159:17 oh 8:19 42:22 68:7 123:10 147:17 153:2 158:1 163:22 168:3 191:9 193:13 203:14,15 220:12 242:18 246:3 255:20,23 256:18,21 257:14 262:20 oil 9:17 okay 4:11,17,19,21 5:18,20,23,25 6:7,13,19,21,23 7:1,5,8,11,15,18 8:1,4,9 9:2,9,21 9:24 10:1,8,12 10:17,19 11:1,4 11:7,19,24 12:11 12:14,21,24 13:12,23 14:1,4 14:8,18 15:2,19	15:24 16:9,20 17:16,19,22 18:3 18:6,10 20:16 21:1,8,11,23 22:9 23:1,15,19 24:4,9,24 25:3,5 25:10,16,18,22 25:25 26:6,8,11 26:19,22,25 27:2 27:15,21,23,25 28:5,10,13,17,21 29:2,6,10,16 30:8,12,17,23 31:12,12,23 32:9 32:13,19,25 33:3 33:5,11,18,22,24 34:11,16,22 35:4 35:11,14,20,25 38:9 40:5,9 41:2 41:11,14 42:14 42:22,24 43:6,20 43:23 44:10,16 44:19,23 45:5,15 46:15,24 48:12 48:15,22 49:22 50:9,12,15,20,23 51:6,10,13,17,20 51:22 52:1,4,7 52:13 53:6,8,10 53:19,22 54:4 55:1,6,15 56:1 56:17 57:8,17 58:6,11,17,21 59:1,3,14,17 60:8,21 61:14,18 61:24 62:3,7 63:9,13,25 64:14 65:6,15,17,23 66:8,18,24 67:3 67:5,9,18,24 68:2,19,24 69:2 69:21 70:13,24 71:13,22,24 72:9 73:13 74:4,16,17 74:20,24 75:1,5 75:9 76:1,4,9,14 76:18,23 77:6,12
--	--	---	--	---

77:17,18,20,24	138:10,18,21	187:23 188:2,14	242:18 243:19	146:21,22
78:3,6,15,23	139:4,8,15,22	188:17,20	243:24 244:8,11	147:14 150:16
79:4,9,12,17,19	140:5,10,22	189:11,14,20	245:14,22	151:8 152:6
79:23 80:6,9,13	141:5,8,17,17,24	190:19,22,25	246:12,16,20,22	153:12 154:7
80:21,25 81:5,17	142:4,8,10,17,21	191:4,8,13	247:11 248:1,10	161:11,20 167:3
82:6,15,24 83:1	143:3,11,14,18	192:11,15,18,25	248:23 249:8,11	167:24,24 168:4
83:5,7,10,21	144:9,20,21	193:20,23	249:25 250:3,6	169:22 170:20
84:5,16,19,24	145:5,8,11,17,24	194:25 195:2,5	250:14,18 251:2	172:22 219:5,22
85:5,17,21 86:6	146:3,5,13,16,19	195:13 196:12	251:10,11,13,16	221:6
86:9,12,14,17,20	146:24 147:2,6	196:16,19 197:3	251:22 252:4,7	opinion 57:12,16
87:1,6 88:7,13	147:10,13,19	197:5,7,11,15,24	252:13,16,23	66:25 67:13
88:20 89:7,14,17	148:5,7,8,11,13	198:2,10,14	253:4,8,11,13,20	110:5 114:7
90:15 91:23,23	148:19 149:3,6	199:6,9,13,16,18	253:25 254:3,9	115:21 119:12
92:19 93:1,9,22	149:12,15,20,20	199:25 200:21	255:2,21 256:10	126:7 138:18
94:4,10,16,20,22	149:25 150:6,9	201:13 202:2,11	256:14,17,20	139:15,20
96:2,10,22 97:7	150:14,20,25	203:23 204:2,12	257:8,18,24	140:10,16,19,23
97:8,21 98:6,14	151:3,7,11,14,21	204:15,24 205:6	258:3,6,12,21,25	222:21 227:3
98:19 100:4,13	152:5,14,17,21	205:21 206:7	259:10,14,20,25	243:19
100:20 101:3,7	153:2,17,20,21	208:6,15,17	260:7,10,25	opportunity 245:4
101:14 102:1,4,9	153:24 154:2,7	209:6,11,20,25	263:5,17	opposed 12:25
102:13 104:1,6	154:10,16,23,25	210:7 211:8,15	OL 143:15,16,20	90:23 94:25
104:11 105:16	155:7,11,20,22	211:19 212:1,25	172:17 173:1	103:23 126:21
106:16,21	156:6,12,18,21	213:5,9,19,23	179:17	185:18 230:9
107:15 108:17	157:3,6,13 158:9	214:1,7,10,20	old 119:4 124:1	opposing 22:24
109:3,11 110:10	158:13,16,20,24	216:9,12,20	150:1 172:9	opposite 175:10
110:14,17,21	159:5,8,12,16,25	217:4,10 218:6	176:6,8 184:11	option 33:23,24
111:16,20	160:15,20 161:8	218:19,25 219:5	184:23,25	34:2,2,7,10,13
112:25 113:8,17	161:14,17,20	219:10,20,24	old-style 83:6	35:11 142:21,25
113:23 114:3,10	162:5,16,24	220:2,5,10,11,23	once 4:9 34:4	143:3,8,12,14,16
114:23 115:2,9	163:14 164:3,10	220:25 221:9,13	139:16,24	143:20 162:14
115:12 116:18	164:21 165:6,11	222:7 224:6,9	171:15 194:7	163:15 166:14
117:6,12,21,24	165:13,20 166:8	225:1,9 226:3,7	one's 156:9 242:4	166:18 169:24
118:6,7,10	166:14,25 167:3	226:14,15 227:3	one-line 133:11	170:2,13,23
119:15 120:3,18	167:23 168:2,6	227:7,14,19,24	one-year 262:3	171:2,9 172:15
121:12,19,22	168:10 169:10	228:12,15	263:19	172:17 173:1
122:15,21 123:1	169:11,18,21	229:10,23 230:7	ones 26:5,19	179:17 189:11
123:9,14,18	170:1,4,15 171:8	230:13,18 231:5	147:22 153:13	190:2,9,14
124:1,6,20,24	171:11 172:7,7	231:13 232:8,11	182:3 259:21	Optional 142:14
125:3,5,19	172:21 173:1	232:15,19,25	open 91:9 214:10	166:8,9 167:6,11
126:11,12 127:2	175:20,23	233:7,20,25	open-ended 43:13	189:24
130:1,19,22	177:19,23	234:11,15 235:4	Operation 25:17	options 33:19
131:4,14 132:9	178:13 179:9,14	235:16,23 236:5	25:19 26:3 147:4	190:12,13
133:3,8,16 134:1	180:4 181:5,9,22	236:11,19,22	155:22 167:4	oral 4:24
134:10,11,14,19	182:10,15,20,23	237:5,11 238:10	218:15 219:12	Orange 110:25
134:24 135:17	183:2,6,9,14,15	239:1,5,9 240:4	219:25	order 52:22 65:9
135:21,25 137:2	183:16,23 185:5	240:7,12,16,25	operational	65:12 66:14,20
137:5,12,21	186:19 187:1,15	241:19 242:2,6	145:25 146:14	67:16 75:20

100:1 104:3 118:17 181:16 181:17,23 202:17,21 232:20 ordered 233:18 267:11 ordinance 172:15 172:18 173:5,14 173:19,22 174:12 177:2 178:7 179:19,22 180:24 190:15 190:16,20 223:15,16,18,21 224:2 Ordinance/Law 43:3 organization 201:23 organized 26:9,10 26:11 201:25 202:3 original 78:16 205:22,23 207:22 originally 16:1 207:14 Orr 16:1,6 78:16 78:24 79:4 247:23 outcome 241:25 267:14 outdoor 47:3,3 50:6 60:8 164:23 outline 67:6 105:19 146:25 146:25 219:21 outlined 50:14 55:10 62:13 86:5 86:6 127:13 128:21 129:15 185:23 222:14 outlines 43:18 44:16 70:22 71:9 85:19 outlining 214:21	223:7 258:15 outside 60:11 overall 118:18 overlap 212:10 259:8 oversee 10:13 overseeing 11:2 oversight 57:9 106:4 107:13 overturn 264:17 overview 9:14 152:9 owe 119:11 120:4 156:2 owed 23:22 25:7 121:3 192:7,12 192:20 209:1 212:3 Owed- 2:15 P P 3:15 P&C 147:7,8 p.m 130:24,25 169:8,9 188:3,4 248:8,9 260:8,9 264:24 pack 206:19 207:16 page 2:2,7 3:1 14:15 20:1 21:1 23:10 27:16 28:3 28:11 29:13 31:15,17,18 44:13,14 46:2 47:2,6,8,14,15 47:16,18,22 48:1 48:3,18 50:1,4 52:4 60:13,19 61:1,21 69:9,21 69:23 70:1,20 80:7,14 85:5 91:22 97:23 110:20 113:10 113:11 126:4,5 131:12,24,25 132:1,10 133:17	134:5,7 142:13 142:24 143:14 143:16 144:20 146:9 148:6,7,12 148:15 150:12 150:15 152:3,3,4 153:10,11,15,22 154:4 155:5 157:14 158:13 160:17,20 161:5 161:18,23 163:6 163:7,14 164:23 165:23 166:4,10 168:19,20 169:10,12 170:19 171:3,5,6 172:8,12,14,17 172:22 179:7,8 180:8,17 181:19 181:24 183:12 189:24 197:19 200:8,16,16,19 200:19,22 201:9 201:11 203:6 204:24,25 205:4 205:7,22 206:23 206:24 207:2,19 220:7,8 221:10 221:20,21 227:7 227:8 232:3,5,19 234:16,20 235:6 235:7,16 237:6,6 239:2,2,15 242:7 242:14,16,16 244:11 246:17 246:17,17 249:13 253:13 253:14,17 256:15 261:1,2 263:23 266:6 pages 2:9 17:3,9 17:12,17 19:12 73:20 197:15 200:15,18 201:4 267:4 paid 82:18 83:15 84:3,25 118:5,7	120:9 121:3 122:1,20 124:10 125:7 170:24 175:20 188:18 188:25 189:17 190:16,20,23 192:19 196:6 204:3,23 206:8 206:12,15,17 207:8,21,22,24 208:10,22 210:23 212:10 231:14,17,21 233:1,10,11,13 247:9 paintings 81:25 82:7 183:19 206:20 pair 90:25 paperclip 256:9,11 paragraph 80:9 110:22 111:3 113:11,24 132:17 152:9 155:1,9 173:18 220:18 221:15 222:1,2 227:21 236:3 paralegal 41:22 parcel 96:24 part 12:16 17:2,10 24:8,10 43:20 46:14 49:8,11 53:25 58:19 64:1 64:15 75:17 78:12 79:2 88:23 96:18 108:24 113:21 117:10 117:21 118:8 119:2 121:9,19 122:24 123:8,23 124:20 125:8 134:3 138:10 145:14 152:1,5,7 166:11 168:18 170:21 172:13 175:8,17 197:10	207:8,21,22 208:2,5 212:8,9 212:11 217:15 222:1,10,15 223:24 234:16 241:7 247:19 255:8 256:25 partial 15:21 62:14 68:1 participant 37:7 participate 102:22 103:11,18 104:7 104:13 105:6 particular 42:15 74:12 112:23 241:24 261:17 particularly 251:15 253:7 parties 3:18 85:20 104:3,13 105:7 109:19 130:15 133:6 137:25 138:2 225:21 229:17,22 230:10 232:16 236:12 245:3 parts 68:4,24,25 69:18 165:8 184:12 party 9:17 18:20 38:17,19 39:3 40:15 102:14,20 102:20,22 103:9 103:9,11,16,17 104:6,7,13 105:6 105:21 120:11 127:8,9 138:7,12 140:6,7,8 154:15 154:18,19 156:7 156:8,22,23,25 157:10 212:13 226:23,24 227:2 230:6 236:13 241:24 267:13 Patrick 77:7,9 110:25 Paul 247:23
--	---	--	--	---

pause 36:10 41:24	163:23	261:2	29:17,25 30:2,4	163:24 164:13
pay 53:11,11	percentage 32:7	physically 19:12	30:11,16 31:6,10	165:9,17 166:8,9
67:10 71:19 72:1	perfect 5:20 23:5	pick 77:4 150:3	31:14 32:17	166:11,20 167:6
81:5,8,13 82:3	48:12 88:7 96:2	260:15	33:19 34:3,9	167:7,11,12
92:7 96:13 97:13	performing 253:21	picked 230:3	42:7,7,9,13,16	169:23 170:2,13
97:14 100:25	perils 165:2	picture 158:25	42:21 43:6,7,18	170:20,22 172:9
120:8,16,24	period 106:11	piece 51:7 206:18	43:20 45:13 46:1	172:23 179:1
143:7 156:2	107:3	pieces 51:8	47:11,14 49:9,21	181:6,19,24
170:11 173:15	perjury 266:21	place 23:7 51:22	50:14 60:23 62:2	182:7 183:7,10
183:2 185:6	permanently	101:8 130:19	66:9,10 67:9	183:12,14 185:6
187:2,3,7 193:9	165:1	143:19 166:23	69:6 70:14,16,20	185:23,24,25
195:16,18	permits 136:19	214:3,5,7	70:25 71:2,9,10	186:9,13 189:5
206:18 208:6	permitted 141:12	placed 33:18 212:2	71:12,17 78:24	189:25 192:19
233:12,16,17,18	person 19:8 79:9	places 195:6	80:11,19 81:2,12	193:10 198:23
payable 171:9	97:13 120:5	Plaintiff 1:4,11,15	84:20,25 85:3	210:25 213:17
185:3,4 191:14	138:24 139:24	Plaintiff's 3:2	89:7,11 91:18	214:13 220:18
192:2	161:1 195:7	144:5 260:15	93:20 94:15,17	221:2,2,6,7,16
paying 185:11	252:7 255:4	263:23	94:20,23,24 95:8	222:3 224:15
payment 2:13 28:9	256:23	plan 120:1	95:20,22 96:12	225:1,17,21
51:2 192:1,6,8	personal 32:1	plants 48:24 49:16	96:24 98:10	228:17 230:14
192:10,16	35:15,18 36:3	164:24	100:25 101:11	231:10 234:18
207:22,23,25	44:18 48:1,8	please 119:21	102:4,9,13,20	235:21 237:6,9
208:3,21 232:21	49:23 54:3,4	133:15 266:4,5	103:9,17 104:2	237:10,24,25
232:21 233:21	57:11,14,16	plenty 179:4	104:12 105:5	238:4 243:21
244:24 245:11	69:10 70:4 80:14	plus 42:16,16	106:8 107:23	254:1 260:19
247:7	86:22,23 87:4	162:19 163:18	108:2,20 109:1	262:4,16 263:16
payments 188:15	91:25 126:13,15	263:6	109:24,25 111:4	264:19
191:17,20 192:4	126:16,20	point 125:8 178:10	111:11,23 112:2	policyholder 15:18
207:20,25	154:21 157:18	210:13 222:17	112:11 113:1,3	28:9 32:14 88:17
208:13,25	158:5 160:8,21	233:22 258:7	129:6 131:16,20	88:23 89:2 91:5
PC 232:22	162:1 182:11,13	260:2	131:23 132:4,8,9	235:25 238:8
pdf 17:2 159:2	182:13 184:9,14	police 177:20	135:13,15,15,24	254:25
pdfs 158:22	189:11 199:10	178:18	136:8,8,21	policyholder's
Pelletier 79:10,11	personally 18:7	policies 26:17,20	138:21 139:3,14	86:8
79:20 94:5	25:2 87:13 145:6	27:7,13,14,14	139:22,23 140:3	Policyholders
100:11 110:16	150:5 248:13	28:25 29:3,18	140:15,19,21,24	25:15 167:8,13
191:24 261:5,10	persons 70:10	30:22,25 142:18	141:3,13 142:3	167:15,21 168:7
261:17,21 262:1	pertains 93:20	147:7 148:20	142:14 143:19	256:1 257:2
penalties 266:21	pertinent 253:25	149:3 150:3	146:17,18	porch 62:17,25
pending 41:18	254:7	179:8 181:6	148:15 149:16	63:3,4,8,9,15,18
people 38:1,14	Pg 266:8	238:5,6 254:12	149:23 150:16	63:20 64:1,2,8
108:8 255:17	phone 159:3	255:18,18 256:3	151:4,24 152:4	64:16,22,25 68:5
percent 33:9,13,15	phonetic 57:4	policy 2:8,12,15	153:18 154:23	117:6,17
34:5,6,19 43:4	photographs	3:5 26:22,24,25	155:2,11,18,18	portion 54:20
59:15 161:24	158:14,17,20	27:1,3,4,5,11,17	158:11 160:6	58:20 64:19
162:7,8,9,10,12	phrase 239:11	27:22,23,25 28:1	161:7,12 162:2	65:24 66:2
162:13,15,19,20	physical 224:20,21	28:15,19,22	162:10,13,14,18	114:22 169:23

175:13 portions 66:14,19 179:11 position 139:23 230:7 positions 9:14 possible 40:20 195:19 204:11 possibly 164:8 potential 30:21 142:18 potentially 65:7 66:11,17 164:13 165:10 192:1 202:20 power 70:6 176:16 powered 70:4 practice 124:15 221:1 252:2,8,10 253:22 256:6 257:4 practices 2:24 3:7 3:9 153:24 154:11,12 196:1 218:15 252:25 253:21 pre-loss 67:8 preclude 138:7 226:4 Preface 167:9 168:11,11,14,15 preliminary 78:18 premises 51:4 54:5 71:21 173:3,21 173:24 177:4 prepare 14:4 87:3 87:9 201:16 219:14 prepared 24:10 36:14 59:24 144:14,15 188:14 191:21 191:23 present 1:23 50:11 175:9 presented 129:5 137:25	preserve 11:23 pretty 43:13 55:10 76:5 85:25 95:17 prevent 45:22 previous 161:7 166:20 203:9 249:20 258:7 previously 154:10 212:11 principles 56:21 220:6,12,13 221:1,14 258:9 Print 232:9 printed 209:10 255:7 256:25 265:22 prior 32:16 112:16 116:23 120:13 139:25 141:6 154:5 180:8 210:3,4 236:16 243:2 private 214:22 privilege 225:15 probably 10:21,21 11:3 14:14 26:5 59:19 62:14 69:8 179:25 196:4 202:1 247:17 problem 20:3 40:21 120:15 Procedure 3:20 Procedures 147:7 150:17 152:8 proceed 19:4,7 proceedings 267:16 process 75:18 78:12 79:2,5 88:16 98:8,21 99:8 101:16 105:18 106:5,7 107:21,23 108:4 115:18 118:8 121:10 138:7 139:10,18,25 140:12 141:10	198:16 212:21 212:21 213:1 219:22 222:16 225:16,17,22 226:3 234:17,24 235:9,17 236:10 239:16 240:4 248:4 262:24 263:7 264:18 processes 88:15 produce 136:18 144:6 150:3 202:16 267:16 produced 17:8 18:7,11 19:12 148:10 199:5 208:17 209:3,4 209:21 210:6,10 product 124:22 production 145:17 profession 77:10 professional 2:22 8:13 38:21 217:25 218:3 255:10,16 257:22 258:5,17 Professionals 8:14 program 72:6,23 progress 209:7 prohibit 263:15 prohibited 3:7 226:23 252:2 project 108:10 projects 7:13 108:9 prompt 254:10,20 promptly 156:3 213:21 214:17 214:18 231:14 pronounce 250:15 proofs 105:23,24 proper 67:1,14 69:5 172:3 173:6 properly 40:10 property 16:1 32:1 35:15,15,18 36:4 44:3,11,16,18,22	44:24,25 45:3,4 45:5,10,19,23 46:1,18 47:3,20 47:24 48:2,2,7,8 48:9,19 49:23,24 50:2,6,17 51:7,8 51:24 52:5 53:13 53:16 54:3,4,15 60:9,14,15,20 61:7,8 69:10,10 69:16 80:14 81:6 83:2 86:22,24 87:4,15 88:11 91:25 92:8 99:23 109:12,24 118:15,22 126:14,15,16,20 147:9 154:21 157:19 158:5 160:8,21 162:1,2 164:25 172:5 173:3,4,6 174:3 174:11 180:8 182:11,13 183:17,23 184:9 184:14,16 185:7 185:24 189:12 189:21 199:10 213:2 protecting 152:19 provide 17:22,23 21:2 105:23 127:9 129:16,19 129:22,24 167:11 215:9 236:13 264:15 provided 15:17 16:11 18:1 19:10 21:4,6,9 38:20 46:19 47:4 48:25 49:17 50:7 69:19 81:24 88:9,23 109:8 145:13,20 214:3 215:15 216:17 219:1,6 249:12 provides 49:2 61:9	89:2 93:4 162:2 167:5 230:2 provision 78:24 80:18 95:20 98:1 106:11 107:16 151:5 152:4 155:2,11,18 162:6 165:11,17 170:7 177:8 193:8 210:25 220:18 221:7 230:14 235:21 238:24 252:14 254:24 provisions 3:5 62:5 71:1 98:2 142:14,18 166:9 166:9 167:7,11 182:4 189:25 193:10 221:3 254:1 public 16:18,23 25:22 46:19 60:11 64:7 70:11 72:24 73:1 87:12 87:17,23 88:5,9 100:14,15 102:17 112:9 114:11,21 123:7 129:11 202:8 208:22 210:19 236:9 255:12 261:7,8 262:8,15 265:20 267:4 publicizes 167:15 publish 25:25 168:7 publishes 255:17 256:2 pull 146:6 149:21 149:25 pulled 206:25 pulling 165:7 pumped 99:24 purpose 83:2 154:25 155:6 167:3 183:24
---	---	---	---	--

185:7,25 220:17 220:17 241:4 purposes 47:4 50:7 165:1 pursuant 111:4,11 111:23 112:1 141:12 pursue 139:14 put 58:8,10 67:7 67:15 72:22 119:7 120:13 122:7,11 124:17 125:11 180:14 181:22 186:3 188:9 204:9 232:4 247:17 252:18 puts 88:15 putting 62:17,20 83:10	103:3,8,16 104:1 104:1,16,17 105:1,3,8,12 107:1 116:3,7,8 120:22,23 121:5 129:21 135:6,12 135:12,22 136:1 136:1,2,3 140:18 141:20 150:17 151:9,15 153:3 154:20 156:24 175:4,6,7 179:2 199:22 210:22 211:22 215:16 216:10 221:13 225:10 230:24 230:25 231:1 242:19 244:3,4,5 244:7,17 263:22 question's 78:14 questions 5:15 11:20 12:1 19:1 20:23 37:4,18,23 93:9 134:24 135:3 152:8,11 153:7 154:2 179:2,5 215:25 224:10,12 238:21 252:18 252:21 260:1,5,6 260:11 264:15 264:21 quick 169:3 quickly 195:19 quite 56:19 quote/unquote 122:22 233:9	raise 41:16 153:7 217:21,23 218:1 218:9 raised 195:8 218:11 raises 193:7 raising 153:9 218:7 rates 56:23 rating 70:6 reached 75:11 101:23 reaching 73:16 read 3:24 4:7 14:24 45:13 58:2 58:4 91:17 93:15 93:17 95:9,9,21 103:3,5 105:2 110:22 111:7 123:9 126:11 130:14 134:11 151:4 154:23 156:25 157:25 186:8 191:10 195:25 196:2 197:16 221:12 226:7,9,10,12,20 238:9 239:18 240:2 251:9,11 251:23 258:6 261:12,14 263:25 264:3 265:4 266:22 reading 91:21 104:10 111:8 126:4,5 152:2,25 160:22 165:3 166:1 readjustments 10:22 reads 179:1 ready 226:13 real 6:24 really 60:22 185:1 218:9 229:17 realtime 149:11 realty 165:1	rear 115:13 116:12 121:8 reason 63:23 76:16 126:13 134:3 141:24 188:1 233:8 234:9 243:12 249:10 266:8 reasonable 50:24 51:18,25 53:11 77:2 254:10 255:4 256:23 reasonably 66:10 reasons 244:15 264:16 rebuild 45:20 recall 15:1,19 55:5 58:25 59:12,13 75:17 83:9,20 117:19 133:3 144:11 195:1 196:4,11 206:17 236:18 237:4 240:6,11 242:1 248:11 251:12 258:20 259:3 receipt 111:14 receive 185:22 213:16 233:25 261:11 received 21:16 234:1,4 261:6 recite 26:6 recognize 27:19 recollection 75:4,5 75:25 recommendations 193:18 recommended 124:24 reconcile 75:20 reconciliation 75:18 reconstruct 109:24 record 4:14 8:9 18:23 19:2,25 20:21 22:21	36:11,19,20 80:3 80:4,5 85:12 126:3 130:24,25 163:9,12 169:7,8 169:9 188:3,4 209:12 212:15 248:8,9,10 260:8 260:9 267:6,16 records 184:8 recover 35:22,25 66:11 recovering 121:4 redone 63:18 reduce 118:17 reduces 120:18 Refamiliarize 14:5 refer 47:8 146:11 147:25 148:6 156:19 159:16 159:25 206:5 reference 62:15 255:6 256:24 references 69:5 107:9 147:4 237:21 referencing 117:20 126:6 170:1 referred 154:24 referring 19:20 92:15 133:12 147:17 148:7 151:8,9 166:19 169:15 174:9 184:19 190:13 209:13 212:16 223:1 226:18 229:25 237:19 248:22 256:21 262:9,11 refers 107:1 150:21 161:12 163:15 reflects 16:25 176:11 regarding 17:23 23:11,20 24:4 28:24 29:3 90:8
Q qualified 111:1,12 111:21 112:2,10 quality 84:17 122:5 quantity 202:25 question 5:6,10,13 5:14 12:4,5,23 16:2 19:13,15,16 21:10 22:2 24:18 24:21,24 37:16 38:6,9 39:6,20 40:5 41:2,18 42:2,4 43:13 45:7,8,24 46:15 49:22 52:22 54:16 55:1,16,17 55:21 56:6 57:25 59:3,24 65:15 70:14 73:3 74:7 74:9 77:16 79:25 86:1,25 87:20 88:1 92:10,12,13 93:2,3,13,14,15 95:3,15,16 102:19,19 103:1	R Rachel 142:9 194:24 radiators 83:6,12 Radovic 1:9 2:2 4:4,16 40:24 249:17 260:15 265:9 266:3,25 267:6			

234:25 262:16 regardless 81:19 212:25 regards 60:11 71:16 registration 70:12 regarding 34:24 regular 258:14 regulate 178:11 regulates 173:23 177:3 178:7 regulating 173:19 regulation 195:23 195:25 196:9,10 reinstall 184:13 reinsulate 124:14 reissue 233:16,24 reissued 210:1 relate 26:4 related 24:6 25:6 28:14 54:11 114:6,7,15 115:3 115:7,19,22 119:1 135:16 139:6 210:23 234:19 241:24 267:13 relates 30:19 121:25 144:2,3 251:25 relating 140:8 254:1 relaying 25:14 relevant 242:4 rely 57:11 remain 244:24 245:10 remaining 12:19 remember 8:20 55:18 183:9 208:24 226:19 255:23 reminding 216:4 remodel 118:6,10 119:22 remote 36:8 remotely 50:11	removal 33:6,8,16 34:1 53:6,12,20 53:23 54:6,11,12 54:24 55:4,7,8 55:11,12,18,22 56:1,7,9 58:12 58:16,19,22 59:4 59:7,10 60:3 161:18,21,24 162:6,17,18 163:17 175:1,21 175:23 remove 88:4 175:11,17 176:8 removed 54:4 67:16 99:18,22 118:16 removing 54:14 174:23 rent 51:18,24 52:2 rental 27:13,13 189:21 rented 51:6,8 reorganize 201:19 201:24 reorganized 201:8 201:12 rep 10:3 206:11 repair 7:15 45:21 46:23 51:3 54:15 63:23 65:18 66:14 67:1 71:19 71:25 72:2 76:10 78:10 81:6,7 84:3 92:6 96:15 99:4 110:5 114:5 114:25 115:3,12 116:11 117:6,17 119:4 122:8 143:5 170:9 171:25 173:20 173:23 177:3 178:8 180:13 repairable 211:5 repaired 204:23 repairs 67:7,11 96:12 106:1	110:1,5 122:2 128:2,3 130:12 171:12,14,18,19 172:4 175:2,3 179:16 repeat 5:10 12:5 16:2 42:2 57:25 103:1,6 261:10 rephrase 5:12 78:15 108:14 141:20 145:15 198:23 218:21 221:13 225:10 225:20 replace 45:20 46:23 51:3 66:1 71:20 72:2 76:13 81:6 84:3 91:2 122:8,18 143:5 170:9 174:16 176:9,15 replaced 81:19 82:8 84:1,2,9 166:21 184:25 187:10 replacement 66:12 71:12,23,25 80:23 81:7,18 82:19 90:3,17,23 91:6 92:4,6 122:2 160:4,7,9 182:2,11,14,15 182:23 183:1 185:3,22 186:15 187:12 189:14 197:21,22 199:10 211:1,15 245:23 246:13 247:9 replaces 91:5 replacing 83:12 84:13 120:7 174:13,14,15,23 176:16 replied 129:11 216:18 reply 249:20	report 2:17,18,20 67:4 132:14,18 132:21 133:19 198:13,14 200:4 200:8 201:6,7,17 201:19 202:17 202:17 203:2,2 209:23,25 210:3 210:4,5,12,24 211:4,9 212:7,7 212:9,11,18 reporter 1:25 12:8 56:11 58:4 69:15 93:17 103:5,8 105:4 111:6 168:13 205:14 235:2 261:12,14 267:3 represent 144:22 145:13 199:2 200:22 232:2 243:11 251:6 representative 14:20 15:18 16:16 18:4 22:22 30:15 63:22 100:12 101:24 101:25 188:16 201:22 216:13 216:13 237:23 239:10 representing 40:18 87:12 represents 39:3 199:3 reps 146:2 request 2:23 51:22 67:22 105:9 110:17 112:6,21 113:9 123:19 195:7 233:23 234:10 240:17 requested 14:21 102:17 135:1,4 225:23,24 233:15,15 248:12 251:3	requesting 112:20 127:8 requests 3:3 144:6 145:14,16,16 require 17:5,6 210:25 259:12 259:14 required 18:14 22:8 29:4 45:19 51:3,4 66:1,15 86:15 93:6 94:18 100:24 101:4 108:23,25 111:12,13,21 112:2,4 133:21 158:16 173:7,15 174:10,16 180:9 180:23 192:19 213:10 257:21 258:18 259:1,8 requirement 77:20 112:10 135:10 176:21 179:23 196:6 225:17,21 225:25 254:4 requirements 107:25 108:3,18 108:20 109:1 156:7,22,24 157:1,9 164:16 241:15 258:16 259:4 requires 22:3 24:12 138:22 174:6 177:6 180:25 195:22 requiring 136:20 reserved 3:22,23 reside 5:21 residence 165:2 173:2,21,24 177:4 resolution 73:11 98:24 resolve 138:2 212:13 213:21 214:17 224:12
--	--	--	---	---

resolved 211:7 213:6 223:7,10 respect 138:23,24 264:6 respective 3:18 Responded 99:14 response 19:14 Responses 3:2 144:4,5 responsibilities 17:24 23:6,12,21 25:7 responsible 13:21 229:14 restate 145:15 restoration 2:20 204:7 206:2,17 206:18 210:12 211:13 restore 45:20 54:15 67:14 restored 204:23 restrictive 155:2 155:12,19 220:19 221:2 restroom 187:24 result 99:19 resumed 80:4 169:9 188:4 248:9 260:9 retained 108:9 return 266:5 reverse 232:20 review 14:6 15:16 75:9 79:15 97:10 146:17,21 157:4 228:17 237:6 240:18 reviewed 15:8,20 68:16 142:6 145:6 197:3 211:17 228:19 237:9 rid 222:24 right 3:24 5:20 10:14 13:15 14:10 18:5 29:22	29:24 30:1 34:6 37:9 41:23 46:5 46:8 47:1,18 48:3 49:2,22 51:16 53:18 55:21 56:3,5 59:6 60:15,23 61:1,8,22 62:9 63:12 68:16 73:19 82:5 84:3 85:2 87:18 92:9 92:17 97:19 98:8 103:17 109:21 112:5,6 115:21 116:13 117:16 117:16 122:3,17 123:5,18 124:12 125:8,16 126:2 126:11,18 128:18 130:5,6 133:15 134:4 136:6,23 137:3,8 138:1,6 139:5,9 139:13 149:24 150:12,15 152:21 153:8 154:20 155:5 161:3 163:2,8,16 165:22,25 166:23 167:20 168:20,21 170:14,25 174:1 176:13 177:15 178:10 181:2,22 181:24 182:16 182:18 185:9 188:8 189:6,7 192:2 196:21 200:25 201:19 203:15 204:13 204:14,22 210:1 218:3 219:17 222:10,17 223:5 224:11 225:16 226:23 227:1 228:25 230:18 231:6 234:23	235:10 236:2,8 236:23 241:8 242:17 243:24 244:9,20 245:7 249:22 252:19 256:11 257:11 257:13 259:20 260:16 right-hand 261:2 rights 151:16,23 152:12,19,22,22 ring 35:21 36:1 risk 30:24 RMR 1:25 267:23 roads 70:11 role 10:8 87:24 263:18 Roman 226:8 roof 114:5,25 115:3,11 180:16 180:21,22,23,25 180:25 room 15:6 119:8 201:15 218:8 rooms 201:12 Rope 204:15 rubbish 163:17 rug 82:11 rules 2:22 3:20 4:22 255:10,15 257:21 258:4,16 run 169:3	21:10,13,15,20 21:22,25 22:2,7 22:15,18,21 24:12,16,19,22 36:6,14,18 37:1 37:4,8,10,12,14 37:17,20,24 38:7 38:12,15,17,24 39:2,8,11,15,18 39:23 40:4,8,13 40:16,24 41:5,11 41:17,23 46:9 49:4 57:13,23 59:25 64:20 65:20 66:3 72:13 73:3 74:6,10,12 74:15 76:20 77:15 78:13 80:1 85:15 90:4 92:12 92:23 93:3,18 95:1,11,24 96:6 96:16 98:4 99:20 100:18 101:9 102:6,11,16,24 104:8,18,20,25 105:13 106:24 107:18 108:12 109:17 110:13 111:7,17 112:8 113:2,25 114:16 114:24 115:5,24 116:2,4 117:3,8 118:1,19 119:17 119:20,24 120:21 121:14 124:11 126:3 128:11,24 129:2 129:9 130:9 135:7 138:15 139:11,19 140:2 140:13,17 141:1 141:14 143:25 151:25 162:21 163:9 164:14 166:4 168:14 174:21 175:4,6 178:19,25	180:18,20 186:10 187:16 187:21,25 188:9 196:8,24 199:19 199:22 209:12 209:15 211:2 212:15,18 214:15 215:4,7 215:18,23 216:2 216:4,7 217:1,6 217:8,12,14,18 217:21,25 218:4 218:7,11 219:2 223:12,23 224:7 224:22 225:7,19 226:1,6 227:5 229:3 230:11,24 231:20 233:3 236:20 238:16 239:22,25 244:2 244:5 252:19 257:11 260:11 260:14 261:12 264:21 save 121:2 158:22 saved 159:1,6 saw 63:25 64:2 100:3 144:17 219:16 240:15 saying 45:3 62:12 106:22 114:18 115:2,14 120:5 158:16 167:20 177:24 178:23 180:1 185:5,13 185:17 186:22 186:25 189:18 189:19 202:24 203:1 207:15,24 241:9 244:24 245:1 246:7 248:20 says 23:11,19 33:13 43:4 44:4 45:13,17 47:1,2 48:22,23 49:12 49:15,15 50:2,6
---	---	---	---	--

52:11 53:11	237:6,13 238:1	82:3,13 85:6,17	182:16,25	24:1,7 25:1 36:7
76:14 81:12 85:3	238:10,19 239:5	85:18,22 86:9	188:20 190:11	78:10 98:19
87:2,3 90:7	240:7 241:13	87:1 97:23 106:8	191:18 197:13	101:23 103:14
93:10,23,23	242:7 244:12	112:23 115:13	197:19,23,25	109:11 193:17
96:23 97:9 98:15	245:2,7,12,13	116:12 119:5	198:1 199:13	197:7,9 198:3,5
101:18 104:2	246:20 249:17	131:18 134:5	200:15 202:18	198:6 200:23
106:8,9,17,19,21	249:18 250:6	141:18,19,21	203:8,20 204:6	216:23 236:16
107:3 109:3	252:7,12 254:9	146:14 152:10	204:16,18 205:7	236:24 262:1
111:24 112:1,24	254:20 255:2	157:16 159:8	205:21 207:20	sentence 132:14
113:12 116:8	scenario 174:22	160:1 161:9,12	207:25,25 208:8	134:19 153:1
117:16 121:15	scenarios 66:6	161:13 167:18	209:23 219:19	155:1,8 178:5
125:18,23	165:23 180:4	169:14 172:11	220:21 226:11	221:15 222:2
131:19 132:14	schedule 18:6 21:2	172:22 179:12	227:17 228:10	230:13 264:4
134:14,19 140:4	89:5,8,12 207:20	184:19 186:8,12	230:15,17 232:6	separate 52:21
143:3,4,9,10	247:7	221:15 223:3,6	232:23,25 233:5	117:13,18
147:13 151:3,14	scheduled 250:1	226:8,12,16,16	233:19 239:3	167:14,17
151:20 152:9,10	schedules 106:6	226:18 227:8	240:14,20,21	separately 118:5,7
153:24 154:12	scheduling 229:21	228:16 234:22	246:3,12,14	127:11 236:15
155:1,11 156:1,6	school 7:4	235:20 239:15	250:9,14 252:2,3	237:2 247:14
156:21 157:20	scope 67:1,14	239:20,21 240:1	253:15,15,23	September 209:3
158:6,14 159:9	225:4	244:11 251:8	seeing 190:12	sequestered 38:13
159:12,16	scratched 184:8	253:15 263:25	seeking 236:12	sequestering 38:15
161:24 164:23	186:16	264:3,4	seen 14:14,15,24	Series 166:19,21
166:14 167:4,10	Sea 204:16	sections 44:1,7	17:13 144:9,18	166:22 169:14
169:13,19,23	second 21:24	52:23,25 167:19	156:13 195:5	169:19
170:8 171:11,24	23:11 27:17	see 19:17 21:1	197:1 209:18	Service 111:1
173:1 174:4	37:14 69:14 80:9	23:13 28:3 29:19	231:24 232:13	services 188:25
176:23 177:1	134:12 152:9	31:17,18 43:15	253:4,6 257:25	Sessions 20:3
178:6,10 179:14	155:1,8 196:22	47:25 48:19 52:7	select 77:21 106:12	set 3:3 43:10 98:16
180:8 183:2	206:13 208:12	64:13 71:5,11	111:12,21 112:2	101:21 132:15
184:4 185:2,6,24	220:18 226:9,12	73:23 77:13	112:10 237:17	144:5 229:24
185:25 186:20	228:9 236:3	85:21 88:5 100:1	242:4	244:12 245:3
188:21 191:2,8	239:20 245:24	100:23 106:14	selected 108:17	settle 51:5 170:5
191:13,17 192:2	second-to-last	106:15 126:25	110:25 167:6	255:3 256:22
192:4,6 195:17	246:16	132:3,17 140:23	229:9 261:8	settled 216:9
203:19,23	section 43:25 44:4	144:6 145:19	262:7	settlement 15:21
204:20 205:19	44:5,6,10,11,23	147:6,22 151:17	selection 111:14	44:3,6 70:21,22
205:23,24	45:1,2,8 46:2,18	153:21 154:4,4	147:13,15,18	71:16 76:12
207:11 210:1	46:20 47:1,2,4	155:14 156:12	228:22 229:25	80:24 92:4
220:11,12,17	47:20,24 48:5,9	157:13,19,23	237:14	159:10 170:7
221:9,14,14,16	49:1,18 50:1,8	158:14 159:10	send 16:9,17 41:20	208:15 253:21
221:21 222:2	52:5,10,17,24	159:14 160:9,17	sending 22:12	seven 20:14,15
225:8 226:23	60:4,14,17,20	161:4 163:22	109:21 193:14	SF 261:1
227:9 228:12,17	61:2,3,4,7,9,22	168:4,8,22 169:1	senior 68:12	share 75:15
230:12,12,13	61:24,25 62:5	171:9 173:7,9	sent 15:24 16:21	sheet 128:19 265:6
231:6,19 232:9	67:21 70:1,21	174:4 179:11,13	17:1 22:9,11,18	266:1,5
235:9,23 236:2	71:4 80:13 81:22	180:9 181:7,16	23:3,8,16,23	shirt 186:17,17

shortest 51:3 show 14:11,12 27:18 64:11 143:22,23 188:5 198:10 209:16 218:12 232:1 234:11 245:14 249:11 251:5,22 257:24 shower 121:12,17 showing 28:6 108:20 190:6 228:1 229:1,6 255:11 shown 42:17 71:21 143:8 170:7 shows 190:3 232:19 shrubs 34:16 47:5 48:24 49:13,16 49:18 50:13,16 60:3,5 164:22,24 side 62:9 63:5 64:22,25 71:16 71:17 112:17 118:22 127:4,4 175:10 197:13 sidewalks 34:25 35:1 siding 65:23,24 66:1 sign 3:24 4:8 39:22 40:6,22 41:3 240:19 242:10 242:22,25 266:5 signatory 36:16 signature 36:23 265:1,20 266:5 signed 36:12 38:10 39:13 40:11,15 41:6 82:21 109:4 109:6 127:3 130:15 133:6 144:24 145:3 214:21,25 215:1 215:10 216:12 241:6,11,21	243:6,10 signify 30:14 signing 193:1 similar 82:1,7 183:22 258:1 similarly 66:15 82:15 simple 39:18 single 102:20 103:9 132:24 214:21 singularly 104:12 105:5 sit 38:20 57:17 59:14,23 146:5 192:15 sitting 202:4 situation 12:2 61:16 136:15 169:15 SIU 9:23 Six 6:1,2 sixth 148:12 skip 180:6 256:19 Slovut 142:9 194:24 slower 111:8 small 65:24 smoke 124:7,8 software 56:10,15 56:17,18 72:6 79:24 88:16,18 202:10 sold 6:4 184:11 186:21 sole 225:12 solitary 132:24 somebody 171:23 174:2 176:18 187:7 soon 228:13 sorry 6:1 10:16 11:16 12:3 16:2 24:5 45:3 47:6 53:9 69:16 78:24 85:10,11 86:22 87:6 96:8 103:6	112:13 123:10 145:15,21 146:19 148:2 152:25 153:2 155:4 160:6 163:17 170:22 183:13 188:23 191:9 198:23 203:15 205:2 212:19 214:24 218:21 220:12 234:3,20 242:12 242:19 245:25 249:3 253:14 255:22 256:9 257:9 sort 8:5 sounds 51:15 177:23 South 259:23 souvenirs 82:17 Spa 5:22 6:5 Spa/Saratoga 10:5 speak 30:21 58:5 94:8 108:21 138:3 215:14 speaking 151:17 152:12 215:22 216:1,2,5 217:17 217:18,20,24 speaks 86:13 219:23 Special 9:4,6 47:16 47:22 69:20,22 69:23,25,25 70:2 specialist 151:11 151:14,22 152:10 specific 31:6 52:20 68:9 95:14,14 105:20 126:24 127:10 128:19 159:21 197:4 228:3 236:1,14 236:17 237:1 specifically 29:23 43:14 47:12 53:4	68:3,5 69:1,2 83:9 86:1 90:10 99:22 100:16,21 100:22 104:2 107:20 116:7 130:16 135:19 150:20 206:17 206:19 219:10 228:21 234:18 234:24 238:19 238:23 239:13 248:15 specifics 59:13 100:8 specify 195:19 227:10 231:7,10 spectrum 7:14 speculate 138:5 speculative 65:22 speed 70:7 spend 72:2 76:10 76:13 143:5 170:9 spending 202:6 spent 9:22 10:5 spot 203:6 spray 123:18,21 124:20 125:17 125:19,19,25 126:8 spreadsheet 88:10 88:14 123:17 202:9,12 SS 265:14 stabilize 45:20 46:23 staffing 10:25 stamp 147:20 stamps 147:21 232:4 stand 29:19 30:13 147:8 standard 31:10 49:8,21 51:1 124:15,19,21 166:11,20 standards 254:10	stands 8:16 staple 256:10 start 6:10 9:9 29:14 48:3 144:2 started 9:10,19 79:5 99:15 172:5 211:7 starting 232:3,20 249:14,16 starts 153:16 200:9,12,12,25 state 1:6 2:8,12 4:14,18 6:7,14 8:10 9:10 10:15 14:20 16:11,22 21:6,8 24:9,11 24:25 25:13 27:3 27:4,8 70:18 78:20 79:2,6 85:24,25 86:3 87:14,20 88:1 94:25 96:10,12 96:24 97:15 98:7 98:7,19 101:11 102:21 103:10 104:11 105:5 108:9,18 109:7 110:17,24 122:25 123:5 127:4 129:25 138:12,25 139:5 141:24 143:11 145:5,21 148:10 152:19 156:2 158:9 167:15 173:14 174:2 196:1 197:8,8,9 198:5,6,24 199:9 202:21 203:7 206:15 213:10 213:14,15 215:2 215:11 216:13 219:1 229:13,19 237:22 239:10 242:8,21 243:15 244:15 245:16 248:19 249:1
--	---	---	--	--

253:11 255:16 256:2 257:3 262:2 263:19 265:14 266:2 267:9 state's 102:12 stated 76:19 228:15 statement 23:11 35:23 36:25 41:4 52:23 53:19 60:24 75:22 95:23 98:12 99:1 102:23 103:12 108:11 155:24 165:18 167:16 167:20 172:24 180:14 181:3 194:2 202:7 203:3 216:22,25 224:13,17,24 225:5,7 227:22 229:16 234:2 244:3 245:12 statements 88:8 153:25 193:25 states 1:1 8:2 33:9 71:15 95:7 98:3 102:9 104:1 113:3 127:8 130:1 135:13 140:6,15 141:4 170:4 182:15 228:21 231:13 253:20 258:4 259:10,14,16 263:16 stating 46:3 140:20 262:12 statuary 81:25 82:7 183:19 status 244:22 245:9 statute 141:25 142:5 195:21 252:7 262:3,13 263:20	Statutes 248:2 251:7,25 stay 68:8 184:4 Ste 1:16,20 stenographically 267:15 step 31:12 194:20 stepped 264:11 steps 87:13,14 STIE 147:22,23 Stimson 1:3,23 2:16 16:10,17 24:6 28:2,19 45:11,25 46:4 57:22 58:15,15 59:22 62:4,8,14 62:24 70:16 83:6 86:18 109:7 110:9 114:14,25 115:22 116:1 123:13 136:11 139:5,9,17 141:5 161:14 166:23 191:5 192:12 207:14 208:24 210:18 212:4 213:16,16 215:11 216:14 222:20 229:18 231:18 233:1,9 233:17,21 235:13 238:2 243:16,24 244:8 261:18 262:1 266:2 267:8 Stimson's 16:14 28:14 54:10 71:10 80:18 88:8 101:24 110:3 112:17 127:4 129:4 148:22,24 172:23 202:5 223:15 229:20 235:21 236:9 237:22 242:9,22 261:7,22 264:18 STIPULATED	3:17 stolen 35:21 87:4 stop 10:19 11:2 18:21 21:23 41:1 41:14 130:19 217:10,13 233:12,16,18 234:10 stopped 233:17 234:8 storage 206:19 207:18 stored 184:14,24 strict 228:22 237:14 strike 94:8 structural 67:14 structure 62:10 66:23 67:7 113:22 116:22 173:21 179:11 179:15 188:21 structured 43:8,19 structures 31:24 44:21 170:5,10 173:2,24 177:4 student 6:15,16 studs 120:7 124:9 studying 29:3 stuff 5:1 99:17 189:22 205:8 style 184:10 subject 34:19 62:4 70:11,14 94:20 135:24 148:17 153:25 173:5 174:11 211:4 213:5 219:13 223:17 260:19 266:22 submission 157:16 202:5,6 submit 105:19,23 106:13 submitted 46:13 46:13,20 58:14 59:22 88:23	198:15 subpoena 18:15,19 subscribed 265:16 267:18 subsequently 262:14 substance 266:22 substantial 228:13 substantially 82:16 171:12 subtotal 191:9 sue 138:12,25 139:5 suffered 61:19 suggested 250:7 suggesting 90:19 90:21,21 suing 138:7 suit 139:24 140:1 140:7,11 141:6,8 141:16 226:15 226:24 227:3 262:4,9,25 Summary 2:13,19 188:13 231:22 supersede 155:17 supervise 12:11 supervising 13:23 68:12 supervisor 11:7 12:9,14,21,25 supplemental 218:20 supplied 46:21 support 45:18 67:6 supposed 18:7 19:10 43:9 44:11 54:17,18 55:7,8 74:20 84:16 91:7 98:22 100:16,21 100:22 101:14 105:18 107:22 108:8,10,15,18 108:21 109:5,23 126:14 128:20 129:23 155:23	158:17 214:23 215:3,12 220:3 232:12 240:12 240:25 241:3 sure 4:23 9:16 12:23 15:10 19:17 21:8 23:10 27:9 28:4 29:8 30:14 42:4,25 44:9,13,15 47:9 47:15 51:9 56:19 58:1 59:15 60:14 63:14 69:7 71:11 77:23 80:2,25 86:23 87:1,13 91:19 94:10 101:11 103:2 110:15 111:10 118:4 133:25 148:2 150:1,2 151:22 152:3,3 152:18 153:4,11 153:12,14,19 154:4 157:12 158:10 160:15 163:2 164:17 166:6 167:14 168:24 169:2 170:19 171:21 181:5,17 191:21 202:16,22 213:16 219:11 221:5,19 228:7 234:21 241:17 242:17,20 246:4 247:15 253:7 254:18,20 255:13 260:6,12 suspect 201:11 sustained 113:13 125:12 sustains 179:15 swear 241:22,23 sworn 4:5 36:22 265:16 system 83:11,13 83:23 84:1
--	--	--	---	---

121:23 122:1,5,8 122:22 123:1,6 123:12 125:19 125:23 126:8 176:16	206:25 241:13 talks 43:23,25 44:20,20,21 47:16 48:18,19 70:2 82:6 86:13 152:21 157:17 160:3 161:18 179:10 180:21 182:23 226:15 tapes 184:8 team 9:19 10:13 88:15 194:10 210:14 tear 62:10 99:25 120:6,6 technically 12:24 techniques 7:19 45:21 Technology 6:20 tell 5:20 15:7 21:15 22:8 28:17 68:19 91:21 98:20 112:17 164:18 177:7 179:7 188:11 198:24 199:12 202:3 218:13 226:13 239:20 245:19 248:23 248:24 249:8 251:9 261:5 262:22 263:2 telling 177:19,22 198:21 ten 9:22 10:2 29:8 terms 33:19 94:14 94:16 97:17 109:25 111:4,11 111:23 112:1 129:14 135:24 136:8,20 139:2 141:18,20 142:2 142:25 194:12 194:13 213:11 214:13 262:16 territories 10:23 testified 4:6	testify 77:15 testimony 265:5 textbooks 184:11 thank 42:24 49:20 50:20 60:2,21 92:19 96:2 109:3 123:10 143:25 146:19 164:10 168:15 180:20 182:10 188:9 196:24 208:19 209:15 224:4 236:22 239:25 251:4 255:2 Thanks 12:7 theft 42:8,10,12 thefts 9:20 theirs 75:13 203:4 thereof 267:14 thicker 199:20,23 thing 5:4,9 7:16 41:1 122:17 184:3 197:16 235:23 238:10 240:12 things 10:19 11:23 14:6 22:10 34:24 35:3 50:16,18 55:12 84:5 87:3 90:8,23 100:1 101:14 116:20 128:19 134:21 147:25 155:23 158:3 180:12 190:9 201:6 202:19 205:22 216:23 234:17 238:23 255:11 think 63:6 68:4 71:9 94:1 95:16 106:22 123:9 132:18 134:2 135:9 144:18 153:15 157:3 158:9 162:5 170:21 172:13 179:1 195:17	196:15 201:4 205:17 206:2 208:24 212:9 222:24 233:17 234:13 247:20 247:20 248:22 253:6 258:22,23 258:24 259:22 263:16 thinner 209:17 third 29:13 104:25 154:14 third-to-last 246:17 THOMAS 1:15 thought 234:13 thousand 163:25 163:25 191:10 three 9:16 70:3 81:14 180:4,22 183:16 ticket 178:15,16 178:17 tile 121:12,12,16 121:16 174:23 time 3:23 4:20,21 5:7,8 10:4 20:12 20:18 32:15 39:15 51:3,4 81:13 82:4 104:25 106:2,11 106:23 107:3,6 107:10,12 124:16 149:9 173:25 177:5 183:3 187:18 194:16 195:1 196:13 197:16 199:4 210:9 218:5 227:16 228:19,22,24 230:14,16 237:14,17,20 251:19 258:7,15 258:18 260:1 261:17 263:1 timeline 106:6	229:14,15,16,24 229:25 230:2,21 231:2 timelines 108:6,23 109:1 228:10,18 229:7,11 235:24 237:5,7 times 129:3 163:18 163:23 179:14 timing 21:24 105:17 tire 68:24 tires 70:13 Title 248:1 251:7 251:24 252:23 titled 240:9 tnuovo@vtlawo... 1:17 today 14:4 17:23 22:23 57:18 59:14,23 91:11 91:13 166:16 187:7,14 192:15 202:4 210:23 219:16 toilet 7:15 told 22:12 37:24 55:13 Tom 4:10 top 29:22 42:9,21 42:22 70:7 93:25 161:23 166:14 169:12 172:14 191:9 242:17,18 248:5 259:20 torn 119:5 124:8 186:17,17 total 34:7 35:23 128:1,3 133:11 162:16 163:24 188:25 189:18 191:13,14,17 192:2,4 197:22 205:12 209:1 247:8 totality 151:10 Tower 1:12,16
---	--	--	---	---

town 136:18 towns 136:23 trade 252:8 training 7:18,21 7:23 9:2 15:5 transcript 3:24 4:9 266:5 267:10,17 transcription 265:5 transferred 159:3 202:14 travel 70:11 tree 33:12 trees 34:16 47:5 48:23 49:13,16 49:18 50:13,16 60:3,5 164:21,23 trial 3:23 137:22 tried 38:18 triggered 192:23 198:20 trucks 165:7 true 28:1,13,18 40:15 219:25 265:5 266:22 267:5 truly 81:24 trust 107:24 truthfully 215:19 215:25 try 5:4,6 75:11 124:17 195:18 250:16 trying 42:5 44:8 59:4 68:13 73:11 75:19 86:7 128:1 169:22 176:13 212:13 turn 147:19,20 150:12 253:13 253:14 turtle 180:22 204:16 TVs 90:13 twenty 10:6,23 79:22 111:14 twice 3:11	two 50:15 51:8 70:3 71:8 91:3 95:9,21 105:24 106:5,9 107:2,7 109:19 132:4 137:17,22 138:2 163:3 190:3,9 202:14 229:9,22 237:15,19,21 type 7:16 26:22 29:17 79:21 122:8 136:17 231:7 types 26:20 27:7 29:18 62:1 183:16 typical 167:25 typically 178:8 typo 113:5,6 U U 3:15 Um-hum 11:21 14:13 29:12 31:9 44:2 45:9 47:19 49:25 52:9 53:7 53:9 55:23 59:5 62:16 63:16 65:16 68:21 69:11 71:7 76:6 80:8,15 85:7,13 87:5 96:21 97:12 98:11 112:15 113:14 122:10 123:22 124:13 132:2,23 134:13 142:20 145:18 148:16 157:15 159:15 197:17 198:18 200:10 200:24 205:5 216:11 220:15 239:17 248:14 260:17 um-hums 5:1 umpire 106:13,14 134:20 217:6	227:15 228:23 230:3 237:18 238:20 242:4 244:23 245:10 umpire's 261:9 unaware 211:20 unclear 78:14 unicode 176:5 undamaged 173:4 174:11 179:10 underlying 56:20 underneath 210:1 undersigned 265:3 understand 5:10 5:11,18 11:19 14:18 16:3 19:5 29:25 38:23 39:1 40:3 43:10 46:11 46:12 49:7,10,12 68:22 72:17 75:12 83:16 84:2 87:18,25 94:22 95:18 96:10 99:16 103:15 113:18 114:13 118:16 120:25 124:7 128:4 137:9 141:5 168:10 170:25 176:4 177:10 178:21,25 181:11 192:18 195:2 200:19 209:2 213:14 222:10,11 223:25 225:10 238:5 239:7 242:24 244:1,8 244:13 246:10 252:25 254:4,18 understanding 61:6 76:9 98:21 99:7 101:1,16 105:25 110:18 137:12,16 186:12 199:11 212:14 213:3	229:8 262:8 263:5 understands 108:6 understood 5:14 83:5 130:13 186:5 underway 171:12 underwear 90:25 Underwriter 8:15 Underwriters 8:14 underwriting 32:12 unfair 3:6,8,8 251:25 252:1,9 252:10,24,24 253:20 256:6 257:4 uniform 66:10 Unit 9:5,6 UNITED 1:1 unmodified 70:5 unreasonable 52:1 unrelated 62:11 67:23 68:6 113:21 unresolved 213:4 updated 149:4 198:17 210:11 245:20 upgrade 121:22 122:22 125:18 125:19,23 126:2 126:7 176:2 upgraded 120:16 123:11 upgrades 119:18 135:17 uphill 118:22 uploaded 158:23 158:24 upper 67:7 Upstate 10:15 use 5:1 32:21 50:21,23 71:21 72:6 78:12 79:24 112:21 119:6 147:21,25	179:19 187:23 useful 83:2 183:23 185:7,24 uses 111:20 usually 5:2 195:20 198:16 utilized 66:25 67:13 V v 1:5 266:2 V.S.A 3:4,6,8 248:1 252:23 valid 139:16 Validity 264:2 value 81:8,13 82:4 82:16,19,20 88:22,22 89:4,15 89:18 90:2,3,16 90:17,18 91:1,2 91:3,4,7,13,16 92:7,11,14,21,22 93:10,24 94:12 96:3 99:3 106:1 110:1,2 130:12 143:12 159:18 170:16 183:2 185:1,4,6,9,14 185:15,20 186:1 186:2,3,6,15,15 187:1,3,5,7,11 187:11,11,12,13 187:14 197:21 197:22,24 199:3 199:10 202:25 204:20 206:10 211:1,13,15,20 212:2 217:9 224:5 245:23 246:13 valued 90:1,2,23 91:11,13 186:17 186:18 211:21 211:24 values 88:21 202:24 valuing 199:9
---	---	--	---	---

vary 98:5 vehicle 69:18 70:12 vehicles 184:13 vendor 54:13 88:3 vents 180:21,22,23 180:25,25 verify 200:18 228:18,19 237:7 Vermont 1:1,12,17 7:22 10:17,20 11:2 12:12,19,21 12:25 13:4,6,10 13:11 27:5,8,11 27:24 28:24 29:3 29:7,18 30:5,9 30:11,16,18 31:11 77:10,14 77:22 78:1 90:7 90:19 92:20,25 93:4,7,10,22 94:2,7,11,13,18 94:20 95:7 98:2 98:21 102:13 195:21,22 196:1 213:14 228:19 248:2 251:7,24 259:11,22 versa 5:5 VI 239:15 Vice 5:5 video 248:20 VIDEOCONFE... 1:23 Vlomis 250:16 voice 96:6 217:22 217:23 218:1,8 void 3:5 230:15,20 231:3 voiding 68:7 vs 267:9 VT 2:10 W wait 5:5,6 40:2,25 142:14 155:4 208:12 253:14	253:16 waive 153:8 262:3 waived 3:21 263:19 waiver 152:24 walk 260:2 walkways 35:5,6 wall 62:9,17,19 65:2,3,5 120:6,7 203:19 204:3 walls 100:1 want 15:8,10 20:8 20:20,23 21:18 21:25 28:7 36:7 44:6 58:7 61:7 63:14 71:11 91:17 116:25 144:1 146:17,21 148:2 153:11,18 154:3 160:15 168:3,16,25 169:1 180:4,5 181:17 182:6 187:23 196:22 201:20 221:11 226:10 247:22 259:25 wanted 42:24 43:1 72:11 110:14 116:23 129:17 223:7 wants 105:14 139:13 wasn't 64:22 114:11 121:18 173:13 176:14 206:11 233:5,10 watch 38:3,3 water 1:12,16 62:17,19,22 99:24 246:25 247:12 way 29:24 31:7 35:9 77:18 84:21 91:12 105:14 111:19 113:3 120:13 124:17	126:11 138:18 139:20,23 140:23,24 147:22 148:6 149:25 155:21 163:19 167:18 182:5,5 192:17 197:19 201:20 202:16 215:18 218:7 235:7 241:23 246:4 256:5 267:14,15 ways 95:9,21 we'll 20:19 41:17 41:18 105:16 130:18 131:23 156:11 159:20 160:16 183:20 184:3 196:21 203:8 228:9 255:25 256:19 we're 12:20 31:14 31:17 41:6 44:13 45:1,3 52:4 60:14,17,19 62:25 63:9,14 75:19 80:5,6,7 92:17 112:20 113:11 118:7 120:11,12 128:7 128:8,14 130:20 132:10,19 147:10 149:10 152:19 164:7 166:10 169:6 172:7 185:11 187:18,19 200:14 205:3 206:21 235:3 256:8 260:10 we've 21:17 94:14 166:15 179:24 195:9 200:3 236:8 238:11 wear 62:10 website 168:3,8 welcome 196:25	went 77:1 78:20 88:1 100:8 215:6 223:4 262:5,6 264:11 weren't 76:1 126:16 129:1 138:13 250:1 wheeled 70:4 WHEREOF 267:18 winterization 247:19 Winterize 247:5 wire 174:18 wiring 136:25 174:13,15,16 176:6,6,9,14 withdraw 79:25 withdrawing 263:3 witness 3:23 22:23 37:11 38:11 39:10,12,16,21 39:24 40:7,17,18 42:2 56:12 93:11 96:8 103:6 111:10 126:5 130:22 166:7 169:3 199:20 209:14 212:17 224:8 260:7 265:1 267:18 wool 125:4 word 60:15 105:11 111:20 112:21 178:12 wording 82:2 221:6 words 4:25 31:5 43:10 61:8 162:16 165:15 193:7,25 229:17 work 4:17 9:5,7 13:3 14:2 64:3,6 72:11 78:1 96:13 96:15,25 97:1,15 98:22 100:23	105:18 122:18 171:13 176:11 209:7 247:24 worked 6:7 7:3 working 6:10,13 9:10,17 10:6,9 16:18 64:2 87:24 100:14 149:10 149:16 works 12:24 13:2 56:18,18 Worn 184:5 worried 187:17 worries 144:12 worth 35:22 42:19 91:8 185:9,11 186:22,24,24 187:14 wouldn't 14:14 74:19 100:9,17 121:3 126:18 128:9 129:24 135:5 157:8 243:12 write 84:21 156:11 164:17 250:3 writing 196:18 227:20 229:1 242:3 written 4:25 56:10 64:17 103:14 105:22 111:19 112:14 127:9 129:7 132:14 140:20 155:21 191:5 204:1 236:13,25 255:7 256:24 wrong 123:9 163:21 250:15 255:20 wrote 67:12 110:10 118:24 118:24 X X 2:6 101:20
--	---	---	---	--

X-a-c-t-i-m-a-t-e 56:13 57:20 Xact 201:18 XactContents 88:19,21 201:18 201:22 Xactimate 56:10 56:12,14 57:5,6 57:7,9,19,20 58:5,9,18 67:13 89:6,10	year 6:21 8:20 10:4 63:18 259:1 263:6 years 6:9,10 8:19 9:4,16,22 10:2,6 10:22,24 11:3 29:8 79:22 91:3 149:8 258:21 263:17 York 5:22 6:20 9:20,25 10:15,15 12:17 248:17 259:11,12 Young 77:7,9 78:11,25 79:4 110:25 yup 8:12 9:18 15:12 22:1 25:13 43:17 45:6 47:7 54:2 57:21 60:19 87:7,20 92:1,3,5 97:11 121:15 132:10,11 133:17,18 145:2 147:19 155:4,6 160:3 165:20 171:2 172:4 177:10 178:1 180:19 184:1 189:4 194:4,6 198:8,9 200:14 201:5 203:20 206:4 207:3,3,7 221:19,23 226:11,22 228:9 230:2 231:1 233:4 235:5 237:11,13 239:24 242:15 244:17,20 245:5 247:7 253:18 256:16,19 257:14	zip 56:24 zoning 179:19 0 04/15/2022 218:19 218:21 05 163:18 164:3 05446 1:17 06320 1:21 07/31/25 232:22 08-25-2021 148:21 0G 160:7 1 1 2:8 27:19 28:18 43:7 52:21,23 53:8 70:6,9 80:6 81:12 92:2,6 131:24 132:8,9 143:4 147:24 148:15 152:3,4 171:8 179:18 183:14,25 191:10 200:16 204:16 220:8 245:3 264:5 1,000 33:12 70:2 191:14 1,389,931.90 191:12 1,389.93 191:9 1,500 36:1 42:20 1/14/2026 232:6 1/31/2027 267:23 1:21 130:25 10 2:16 43:4 162:7 196:7,22 203:11 203:13,15,17,18 205:23 236:11 236:25 10,000 17:3,3,9 19:12 73:20 100 59:15 100,000 96:22,23 96:25 97:4,7,10 97:11,14,16 171:24 172:1	101 1:16 105 197:15 106,000 123:10,12 123:14 11 2:17 60:13,19 110:13 198:10 198:11 203:9 11:04 249:19 11:20 80:3 11:27 80:4 110 2:14 113 205:22 114 204:25 205:4 115 206:23 207:2 11th 112:12,14,16 223:3 233:6,10 233:23 234:1,6 236:21,23 250:22 12 2:18 61:1 150:12,15 152:2 152:3 199:19 200:7 203:18 205:3,4 206:23 207:1,2 209:14 12/11/2023 245:25 12/16/2023 231:22 12:29 130:24 12:30 130:18,20 124 246:17,18 125 1:20 12th 227:12,21 236:6,16 238:15 13 192:12 203:4,5 14 2:11,19 61:21 188:6,11 203:7 206:15 231:23 140 1:20 140,000 99:15 100:7,7 143 2:12 3:3 15 2:20 52:22,24 149:1 195:20 196:7,15 209:17 212:17 228:23 230:16 253:17 260:22	15,000 122:11,12 122:15 123:2 15,839.67 123:2 15,969.63 123:6 1500 35:24 15th 148:25 209:3 218:21,22,22 17 153:16,22 175 162:20 163:1 163:15,18 190:3 175,000 34:14 18 2:21 70:20 80:7 257:25 18,956.41 123:7 188 2:19 19 2:22 80:14 91:22 151:1 183:12,13,14 255:11,19 257:10,15 190,636.55 208:21 196 2:16 198 2:17 199 2:18 1992 6:12 9:10 19th 209:24 210:3 210:6 2 2 2:9 23:10 28:7,8 29:10 31:17,18 46:2 50:1 69:10 69:12,12,12,16 70:10 80:10 87:2 113:11 126:5 133:17 163:14 200:16,19 227:9 232:19 234:16 234:21 235:6,7 245:6 264:11 2(n) 47:11 2,080 190:6 2,500 35:22 2,700 202:13 2/13/2024 2:19 2/13/24 191:25 2:14 169:8
Y Y 101:20 yard 35:8 yeah 7:3,24 8:14 11:14,17,17 12:6 20:10 31:3 45:14 48:9 51:9 59:11 60:25 62:13 69:16 70:15,18 73:22 76:24 83:7 83:19 84:4,18 95:5 99:10,13 116:10 119:10 121:6,17 124:10 132:13,18,20 133:5,14 134:9 136:14 144:2 149:25 152:16 157:22 159:22 165:10 168:9,22 171:25 172:12 175:19 179:4 184:22 196:3 198:6 200:6 202:8 203:19 205:20 206:22 211:23 214:9 215:10 216:5 219:8 227:18 228:4,6 234:12 237:12 240:3 246:3 249:1,20 250:17 251:20 256:21 257:7 262:20	Z Z 101:20 zeros 147:24			

2:15 169:9 2:23-CV-00581-... 1:5 266:2 267:10 2:41 188:3 2:46 188:4 20 2:23 70:8 85:5 105:22 111:14 150:23 228:23 230:16 237:12 237:15 249:12 257:9 265:17 20,000 122:7,14 2020 218:22 260:23 2022 11:4 23:7,13 148:25 149:1 218:23 2023 51:12 110:13 209:3,24 210:3,6 233:11,23 248:11 261:18 261:23 2024 192:12 233:6 233:10,23 234:2 234:6 249:15,18 250:12 261:19 2025 250:22,25 2026 1:11 4:1 144:16 266:3 267:7,19 2026-01-28 2:11 209 2:20 21 97:23 131:25,25 132:1,10 154:4 155:5,6 21,499.53 208:23 2100 31:1 166:19 166:21,22 169:14,19,24 2145 30:9 218 2:24 21st 233:11,22 249:15,18 22 134:5,7 157:14 23 1:11 4:1 158:13 266:3 267:7 232 2:13	23rd 250:11 24 2:24 51:1,5 218:13 234:15 235:3 260:16 263:23 241 204:17,19 245 2:15 246 203:8,10,17,18 249 2:23 25 3:2,4,11 143:24 144:2,3,4 160:17 160:20 251:6 250 123:10 251 3:5,7 252 3:9 255 2:22 2556 249:13 258 2:21 26 3:6 251:23,24 256:8 260 2:4 264 267:5 26th 144:16 27 2:8 3:8 207:5 252:17 256:8 2718 197:19 2742 206:23 207:4 28 2:10 280 232:22 28th 250:3 267:19 292,355 211:10 212:3 29th 249:23 250:11	3,600 208:1 3,696.06 207:8 30 106:10,18 107:17 161:23 237:16 263:5 30(b)(6) 22:22 300 194:16 300,000 194:17 30th 249:23 250:12 329,527 208:10 329,527.02 189:18 33 6:9,10 142:13 34 142:24 35 144:20 232:3 36 143:14,16 144:20 3663 3:4 248:1 251:8 37 200:13 201:1 3797 261:1 38 201:1 389 191:10 39 166:6,7 168:25	4723 3:6 251:25 4724 3:8 252:23 256:11 489 205:12 208:6 489,000 205:15 208:7 489,072.77 199:2 199:11 207:9,21 492,430.63 189:15 4th 210:2	699 200:23
			5	7
			5 2:13 33:9,13,15 34:4,6,19 44:13 48:3 137:6 160:3 162:8,9,9,12,13 162:15,19,19 163:23 205:23 232:2 237:6 5,000 35:22 42:19 5,437.86 192:1,7 192:13 5:04 264:24 5:30 187:19 50 163:23,25 51 172:12,14,17,22 52 179:8 52,500 164:4 53 180:18	7 47:2,6,8 50:4 201:4,10,11 205:24 242:15 242:16,16 7,000 51:7,12,22 70 146:14 70-95 146:8 149:22 72 205:12 208:7 74 150:21 74-1 151:1 74-20 150:18 74-21 153:21 75-01 156:8,13,18 156:23 182:7 75-05 154:8 75-06 160:21 75-09 219:25 260:19 75-101 161:4 75-107 166:2 75-110 181:7 75-50 159:16,17 182:7 75-52 160:7 181:25 182:11 77 205:13 7955 166:18,20,25 169:13,15 234:18,24 235:11
			6	8
			6 2:14 46:2 47:15 47:16,18,22 48:1 50:1 69:9 110:7 110:8 131:10 133:13,14,15 157:14,21 201:4 239:2,15 60,000 208:24 61 181:17 62 181:19,20,24 63 188:23 65,272 190:4 65,272.63 189:7 656,250 32:1,6 36:3 67,352.63 189:2	8 2:15 3:4,6,8 52:4 158:14 205:23 227:8 242:14 244:12 245:15 246:6 251:7,24 252:23 253:13 253:14,14,17 8,000 197:22 800 199:2 802.863.5538 1:17 832,209.95 197:22

860.460.2767 1:21
87,500 31:23 43:4
875 31:20 162:19
163:1,18,18
189:5
875,000 162:7
881,592.10 197:25

9

9 253:15,15,20
256:14,15
9/15 208:18
9/15/2023 210:8,10
9/15/23 208:16
9:54 1:12 4:2
267:8
90 191:11
91 6:22
931 191:10
940,272.63 246:20
940,272.83 188:21
942,352.63 189:1
247:9
95 146:13
98,000 123:8