

C-0827-14-I



NCA Group

800-968-4456

Insured: PEDRO KOWALYSZYN
Property: 114 E TEAROSE AVE
MCALLEN, TX 78504
Home: 114 E TEAROSE AVE
MCALLEN, TX 78504-2405

Home: (956) 686-8546
Business: (956) 455-5458

Claim Rep.: Reuben Quintero

Estimator: Reuben Quintero

Reference: www.safeco.com
Company: Safeco Insurance Company of Indiana
Business: Safeco

Claim Number: 288443805036

Policy Number: Y06715085

Type of Loss: HAIL

Date Contacted: 9/27/2012
Date of Loss: 3/29/2012
Date Inspected: 10/9/2012
Date Est. Completed: 10/11/2012 4:05 PM

Date Received: 9/24/2012
Date Entered: 9/30/2012 11:15 PM

Price List: TXMC7X_SEP12
Restoration/Service/Remodel
Estimate: PEDRO_KOWALYSZYN





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We have prepared this estimate to assist you in determining what is necessary to restore your property to its pre-loss condition. You can provide the estimate to your chosen contractor.

We have issued a payment to you in the amount of \$0.00 for the covered restoration cost less your policy deductible \$1,179.17 and depreciation, or in other words **Actual Cash Value**. Actual Cash Value represents the value of your damaged covered property as it was just before the loss.

We are available to assist you if you decide to make repairs. It is your choice whether or not you have repairs completed. If you choose to make repairs, you will want to carefully consider who you hire to perform the repairs. If you do not have a preferred contractor we may be able to help thru our partnership with Innovation Managed Property Network. Benefits include:

- **Convenience** - The Innovation call center is available 24/7, 365 days per year.
- **Peace of mind** - All contractors pass background checks and are experienced, certified, licensed, insured and bonded.
- **Quality** - Innovation and their contractors are committed to customer satisfaction, and adhere to Safeco's estimating guidelines.
- **Speed** - Innovation's network is committed to contacting policyholders within one hour and the contractor of their choice will inspect their home within 48 hours.
- **Guarantees** - All work comes with a **three-year warranty**, (Roofing carries a 5 year warranty) and Safeco monitors customer satisfaction of all contractors to provide policyholders with the best choice of service providers.

Remember, the choice of contractors is always yours.

Contact us immediately if additional damages are found or if your contractor estimate is higher than our estimate, and we will work with you and your contractor to confirm how these factors might change our estimate. It is important that we have the opportunity to address additions or changes to the estimate before you have those repairs completed, otherwise the policy may not provide coverage for the additional expenses.

Want to know more?

Common homeowners' claims questions - our pamphlet may answer questions you have after your property has been inspected.

You can visit our website to view this document <http://www.safeco.com/insurance-claims/homeowners-insurance-claims>

Contact us if you have additional questions or needs.

Please refer to your insurance policy for actual policy language and definitions



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PEDRO_KOWALYSZYN

Other Structures

Fencing

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1. Remove Wood fence 5'- 6' high - treated	100.00 LF	3.51	351.00	(0.00)	351.00
2. Wood fence 5'- 6' high - treated	100.00 LF	19.73	1,973.00	<1,183.80>	789.20
Totals: Fencing			2,324.00	1,183.80	1,140.20
Total: Other Structures			2,324.00	1,183.80	1,140.20
Line Item Totals: PEDRO_KOWALYSZYN			2,324.00	1,183.80	1,140.20

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
297.92 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
2,845.64 Surface Area	28.46 Number of Squares	504.50 Total Perimeter Length
148.94 Total Ridge Length	0.00 Total Hip Length	



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Summary for Other Structures

Line Item Total			2,324.00
Material Sales Tax	@	8.250% x 1,181.00	97.43
Replacement Cost Value			\$2,421.43
Less Non-recoverable Depreciation			<1,242.26>
Actual Cash Value			\$1,179.17
Less Deductible		[Full Deductible = 2,208.00]	(1,179.17)
Net Claim			\$0.00

Reuben Quintero



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Recap by Room

Estimate: PEDRO_KOWALYSZYN

Area: Other Structures	2,324.00	100.00%
Fencing		
<hr/>		
Area Subtotal: Other Structures	2,324.00	100.00%
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Subtotal of Areas	2,324.00	100.00%
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Total	2,324.00	100.00%



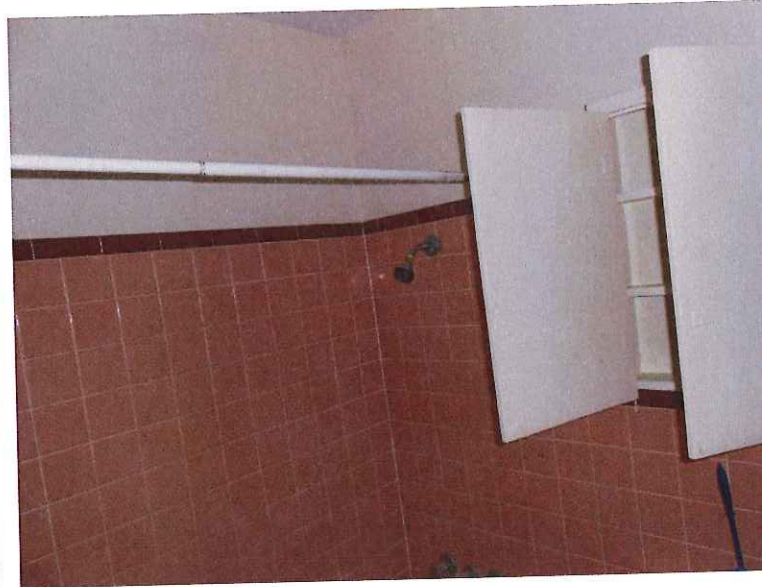
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Recap by Category with Depreciation

Items		RCV	Deprec.	ACV
GENERAL DEMOLITION		351.00		351.00
FENCING		1,973.00	1,183.80	789.20
Subtotal		2,324.00	1,183.80	1,140.20
Material Sales Tax	@ 8.250%	97.43	58.46	38.97
Total		2,421.43	1,242.26	1,179.17

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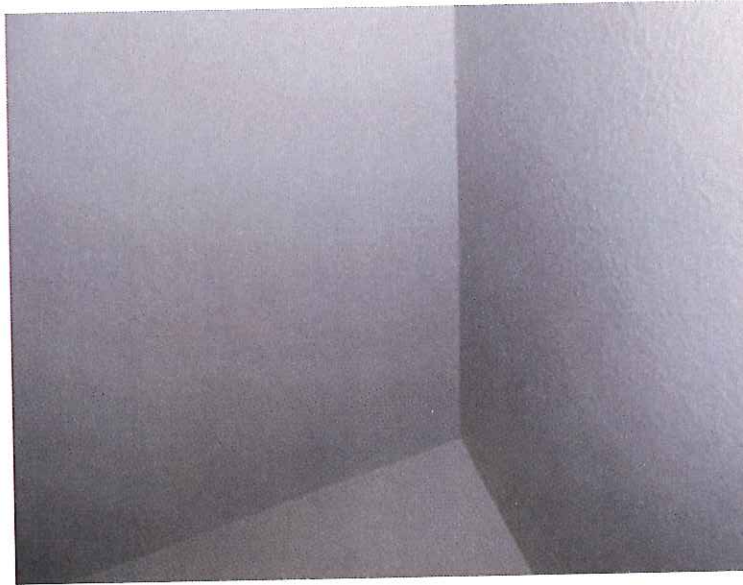
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IN RE:
HIDALGO HAIL
RESIDENTIAL PROPERTY
CLAIM LITIGATION

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IN THE DISTRICT COURT OF

HIDALGO COUNTY, TEXAS

____TH JUDICIAL DISTRICT COURT

**STANDING PRETRIAL ORDER CONCERNING
HIDALGO COUNTY RESIDENTIAL HAIL CLAIMS**

It is hereby ORDERED that the 93rd, 206th and 370th District Courts of Hidalgo County, Texas, have been appointed as the Consolidated Pretrial Courts over Hidalgo Hail Litigation filed in District Court in Hidalgo County, Texas. The 93rd, 206th and 370th District Courts of Hidalgo County, Texas, have been assigned to handle all pretrial matters for residential property insurance cases filed in the District Courts of Hidalgo County, Texas that involve insurance disputes arising out of hail storms that struck Hidalgo County on or about March 29, 2012 and April 20, 2012.

IT IS ACCORDINGLY ORDERED AS FOLLOWS:

- A. This Order shall be affective and apply to all lawsuits filed in the District Court of Hidalgo County, Texas wherein any policyholder (the "Plaintiff Insured") asserts a claim arising from damage to residential property caused by the 2012 Hail Storms that struck Hidalgo County on or about March 29, 2012 and April 20, 2012, against an insurance carrier who issues insurance policies for residential property (the "Residential Insurance Carrier"); and
- B. Immediately upon the filing of this Order, the District Clerk shall post this Order on the Hidalgo County District Courts' website. Any Plaintiff who is aware of this Order shall attach a copy of this Order to its Original Petition, or to otherwise send a copy of this Order to any party, if pro se, or to such party's counsel of record.
- C. Within one hundred (100) days after the Residential Insurance Carrier makes an appearance in the lawsuit or the date of this Order, whichever is later, all parties are Ordered to agree on a mediator and mediation date. However, the mediation can be set to occur outside of this time period. Once the parties have agreed on a mediator and mediation date, they shall notify the Court by filing the attached Mediation Order (Exhibit "A"). If the parties make an agreement around the timing in this provision, the parties must obtain approval of their agreement from the Court.
- D. Immediately upon the filing of the Residential Insurance Carrier's Original Answer, the case will be abated until (1) 30 days after unsuccessful mediation or (2) notice by any party that the party desires to unilaterally end the abatement period applicable to a particular case 30 days from the date the notice is received by the opposing party. The abatement period will apply to all Court ordered deadlines or Rule 190 Discovery



deadlines. The abatement period will not apply to any statutory deadline, interest or penalties that may apply under any statutory code or law. The parties may send written discovery during the abatement time period, however, the responses and objections to those discovery requests will not be due until 30 days after the earlier of an unsuccessful mediation or a party's termination of the abatement period.


- E. Furthermore, within 60 days of the filing of the Insurance Carrier's Original Answer or the date of this Order, whichever is later, the parties will use their best efforts to exchange information and documentation pertaining to the residence, to the extent same exists, including the following: Expert Reports, Engineering Reports, Estimates of Damage or repairs; Contents Lists for contents damage claim; Photographs; Repair Receipts or Invoices; the non-privileged portions of the Residential Insurance Carrier and Adjusting Company's claims file (including all claim diary notes, activity logs, loss notes and email correspondence regarding the insurance claim); payment ledger, payment log and/or proof of payment from the Insurance Carrier; a copy of the insurance policy in effect at the time of the respective Hail claim(s); and the non-privileged portions of the underwriting file. If the Insurance Carrier is not in possession of the Adjusting Company's/Adjuster's claims file, and the Adjusting Company/Adjuster is not a named as a party in the lawsuit represented by separate counsel, then the Insurance Carrier shall seek the Adjusting Company's claims file and use their best efforts to exchange this information within the 60 day time period. The Insurance Carrier is also Ordered to notify the independent adjusting company that all emails, activity notes and loss diary notes pertaining to the Hail claim in litigation shall be preserved and not destroyed pursuant to the Court's "Save & Hold" directive regarding those emails and claims correspondence. Lastly, a privilege log will also be produced in accordance with the Texas Rules of Civil Procedure for any redactions or privileges being asserted on any documents in the claims file or claim correspondence.
- F. Any Expert Reports, Engineering Reports, Contractor Estimates or any other estimates of damages or repairs obtained by directive of Counsel for settlement, demand, or mediation purposes and exchanged prior to mediation shall be for "Mediation Purposes Only" and shall be considered confidential, except that any estimates and/or reports that are part of the claims file, which were obtained or prepared during the claims handling, shall not be considered confidential under this paragraph. Otherwise, such reports and estimates exchanged for mediation purposes shall only be used at trial if Plaintiff or Defendant designates the consultant as a retained testifying expert and does not properly designate prior to trial. If a consultant, whose report is produced at mediation, produces a subsequent report for use at trial, the mediation report shall remain confidential unless agreed to otherwise. The reports and estimates are only confidential for the lawsuit in which they are being used. Expert reports designated for mediation purposes shall be returned to the providing party within 14 days of a written request by the providing party for their return after mediation. Such reports shall not be discoverable or admissible at trial or any hearing. If the party procuring the report designates the expert to testify, such party shall have the right to prevent discovery or testimony by the expert regarding the mediation report and any opinions therein. The procuring party may use data such as measurements and photographs without waiving this privilege. Nothing herein shall


prohibit the use of those reports and estimates in any subsequent insurance claims or lawsuits involving the same Residential Insurance Carrier.

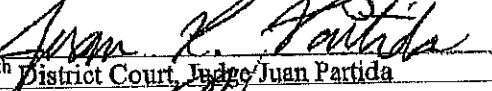
- G. Once a mediation date and mediator are agreed to by all parties, the Residential Insurance Carrier shall be permitted to inspect the residence involved in the lawsuit (as soon as practicable) prior to mediation. If mediation is unsuccessful, the Residential Insurance Carrier and other Defendants may reinspect the residence with the same, new or additional experts pursuant to the Texas Rules of Civil Procedure.
- H. The Mediator shall notify the Court within 48 hours once an impasse has been declared by the Mediator. This notice shall be in writing and sent to all parties and the Court.
- I. Upon the expiration of the abatement period applicable to the case (30 days) the parties will enter into an Agreed Scheduling Order, which will include a date for trial.
- J. The Court shall set a Status Conference to occur on each case under this Order 150 days from the date the Original Petition was filed and provide written notice to all parties of the date and time of the Status Conference.

Signed this 28th day of February, 2013.


93rd District Court, Judge Rudy Delgado

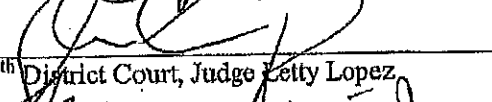

139th District Court, Judge Roberto Flores



206th District Court, Judge Rosa Guerra Reyna


275th District Court, Judge Juan Partida

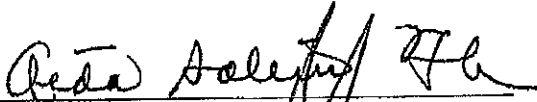

332nd District Court, Judge Mario E. Ramirez, Jr.


370th District Court, Judge Noe Gonzalez


389th District Court, Judge Letty Lopez


430th District Court, Judge Israel Ramon, Jr.

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398th District Court, Judge Ricardo Salinas Flores

92nd District Court, Judge Ricardo Rodriguez, Jr.

IN RE:	§	IN THE DISTRICT COURT OF
	§	
HIDALGO HAIL	§	
	§	HIDALGO COUNTY, TEXAS
RESIDENTIAL PROPERTY	§	
	§	
CLAIM LITIGATION	§	____ TH JUDICIAL DISTRICT COURT

**ORDER ASSIGNING CASES FOR PRETRIAL MATTERS CONCERNING
HIDALGO COUNTY RESIDENTIAL AND COMMERCIAL HAIL CLAIMS**

The 93rd, 206th and 370th District Courts of Hidalgo County, Texas, have been assigned to handle all pretrial matters for residential and commercial property insurance cases filed in the District Courts of Hidalgo County, Texas that involve insurance disputes arising out of hail storms that struck Hidalgo County on or about March 29, 2012 and April 20, 2012. The most efficient and consistent manner for allocating the various matters among the three pretrial courts is to divide and assign the cases based on the named insurance carrier defendant. Accordingly, each of the pretrial courts is hereby assigned to handle pretrial matters in the subject Hidalgo County residential and commercial hail claims, as follows:

The 93rd Judicial District Court shall handle all pretrial matters in cases against the following insurance carriers:

1. State Farm entities
2. Homeowners of America
3. National Lloyds
4. Fred Loya Insurance
5. Standard Guaranty
6. Geovera
7. Southern Vanguard
8. Balboa
9. Republic Group
10. USAA

*****ALL OTHER INSURANCE CARRIERS NOT ASSIGNED UNDER THIS ORDER ARE ASSIGNED TO THE 93RD JUDICIAL DISTRICT COURT FOR PRETRIAL MATTERS.*****

The 206th Judicial District Court shall handle all pretrial matters in cases against the following insurance carriers:

1. Farmers Insurance entities
2. Foremost Insurance entities
3. Hocheim Prairie
4. Certain Underwriters
5. Meritplan
6. Underwriters at Lloyds
7. Scottsdale Insurance Co.
8. American Hallmark

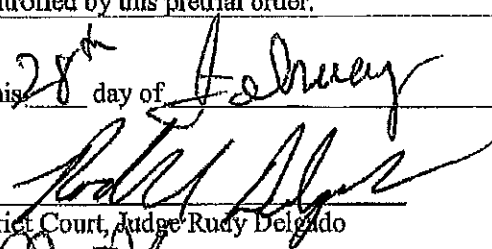
9. Lloyds of London
10. Texas FAIR Plan Association
11. Standard Guaranty
12. Priority One
13. Progressive Insurance Co.
14. Lexington
15. Nationwide

The 370th Judicial District Court shall handle all pretrial matters in cases against the following insurance carriers:

1. Allstate entities
2. Wellington
3. America First
4. Cypress Texas Lloyds
5. American Risk
6. Germania
7. Pronto Insurance Co.
8. ASI Lloyds
9. Hartford
10. Companion
11. Frontier
12. Safeco
13. Travelers
14. Liberty Mutual
15. Universal
16. Ranchers & Farmers

It is further ORDERED that the parties are urged to attempt to agree on discovery matters, including written discovery disputes and the number and scope of depositions. However, if the parties are unable to reach a consensus regarding global or institutional discovery disputes, the presiding administrative judge for Hidalgo County District Courts will work in conjunction with the pre-trial judges to establish uniform parameters for discovery in all cases controlled by this pretrial order.

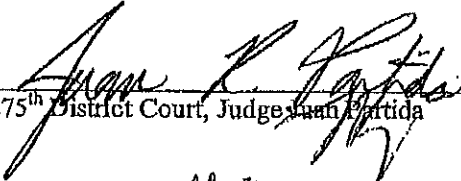
Signed this 28th day of February, 2013.


93rd District Court, Judge Rudy Delgado



139th District Court, Judge Roberto Flores

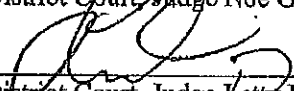

206th District Court, Judge Rosa Guerra Reyna

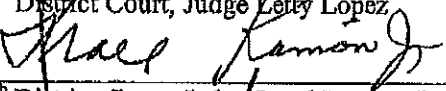
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275th District Court, Judge Juan Partida



332nd District Court, Judge Marlo E. Ramirez, Jr.


370th District Court, Judge Noe Gonzalez


389th District Court, Judge Letty Lopez


430th District Court, Judge Israel Ramon, Jr.


398th District Court, Judge Aida Salinas Flores


92nd District Court, Judge Ricardo Rodriguez, Jr.