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VIA EMAIL: arnold@oci.ga.gov

March 12, 2019

The Honorable John Beck
Insurance Commissioner, State of Georgia
Office of Insurance & Safety Fire Commissioner
Seventh Floor, West Tower
2 Martin Luther King Jr., Drive
Atlanta, GA 30334

ATTN: Annette Arnold, Complaint Examiner
RE: Rebuttal to CCMSI 02/14/2019 Response to Complaint

Case No.: 555231331

Nature of Complaint: Forgery, Wrongful Acts, Admissions of Liability, Misleading Date of Loss
Complainant: Selita Boyd/Eloise Boyd
6841 Cavalier Court
Stone Mountain, GA 30087

Insured: G B Restoration Services, LLC d/b/a Servpro of Stone Mountain/Clarkston
Insurer: Restoration Risk Retention Group, Inc.
Third Party Administrator: Cannon Cochran Management Services Inc. (CCMSI)
Compliance Consultant: Carl O. Aystas, Jr.
NAIC Code: 12209
Policy #: RGL111570 - Liability Insurance
Policy Dates: 7/25/14 – 7/25/15
TPA Claim #: 15F05F025848

Dear Ms. Arnold,

This letter serves as an acknowledgment of CCMSI's correspondence uploaded to my case file on February 19, 2019 in response to my initial complaint. This rebuttal to CCMSI correspondence is being filed for the reasons stated above with extensive details set forth below. As a claimant under the above-referenced policy, I am entitled to payment for damages under the liability provisions of the said policy. **I am requesting for the Georgia Insurance Commissioner's Office to investigate this matter so that the appropriate action(s) to require the third-party administrator and the insurer to comply with the terms of the insurance policy.**

NATURE OF COMPLAINT

A. CCMSI/Frontier Adjusters Forgery of Documents: *CCMSI/Frontier Adjusters used a forged/altered document against our legal rights to obtain information in an attempt to "conclude" the claim*

- Frontier Adjusters requested executed authorizations from all my insurers (<https://www.selitaboyd.com/servproccmsi/Exhibit01.pdf#page=2>)

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- I emailed executed authorizations to Frontier Adjusters and CCMSI
- (<https://www.selitaboyd.com/servproccmsi/Exhibit02.pdf>)
- Frontier Adjusters requested an executed authorization by the insured, Eloise Boyd (<https://www.selitaboyd.com/servproccmsi/Exhibit03.pdf>)
- I emailed the executed authorization for Eloise Boyd to Frontier Adjusters and CCMSI (<https://www.selitaboyd.com/servproccmsi/Exhibit04.pdf>)
- I received a call from Mr. Niezgoda WRT, AMRT, FSRT¹ from Water Medx (previously Restoration1 Atlanta) to verify authorization to release information; I informed Mr. Niezgoda that I wasn't aware that an authorization was sent to his company and asked that he email what he received from CCMSI/Frontier Adjusters
- I received an email from Mr. Niezgoda showing a forged/altered executed authorization emailed to him by CCMSI/Frontier Adjusters (<https://www.selitaboyd.com/servproccmsi/Exhibit05.pdf>)
- The executed authorization that CCMSI/Frontier Adjusters emailed to Mr. Niezgoda was not the original executed authorization signed by Eloise Boyd (<https://www.selitaboyd.com/servproccmsi/Exhibit06.pdf>)
- An executed authorization letter is a legal document. <https://thelawdictionary.org/letter-of-authorization/>
- I addressed this issue with Dawn Seibert of CCMSI and Lawson Thompson of Frontier Adjusters in support of my claim and they have yet to address this serious matter
- The forged/altered document could have closed the claim depriving us of any damages payable under the insured's policy; CCMSI/Frontier Adjusters is liable for harm, injury, and potential losses of damages for submitting a forged/altered document

Pursuant to the laws of Georgia, a forged document is an unlawful act ([See O.C.G.A. 16-9-1\(3\)\(b\)](#)). Pursuant to the laws of Georgia, a forged document is an unfair claims practice, very bad faith, and an egregious and unreasonable investigation practice ([See O.C.G.A. 33-6-34](#)).

Is this a common practice of how CCMSI and Frontier Adjusters handle their claims? After a review of the evidence, I formally request that the Georgia Insurance Commissioner's Office investigation consist of notifying the proper authorities of CCMSI's and Frontier Adjusters' unlawful actions such that all litigants, attorneys, insurers, and claimants affiliated with CCMSI and Frontier Adjusters in any manner are made aware of such actions to determine if there is or have been similar complaints, sanctions, and/or penalties of forgery?

B. Servpro's Wrongful Acts and False Statements: *Submission of false and inaccurate documents to insurance companies for payments, unlicensed technicians without proper certifications, using inexperienced and unskilled technicians, non-employee workers on-site without background checks, and unregulated methods to minimize costs*

- On or about 3/19/2015, Servpro's operations manager, Sammy Sutton, admitted Servpro's liability of high moisture readings throughout the basement, inexperienced staff, failure to recheck moisture levels, and suspected microbial growth "mold" in our home. (YouTube Link: <https://youtu.be/sanNOj7-L6w>), (YouTube Link: <https://youtu.be/HklHmbY8PgM>)
- Servpro agreed to properly perform mitigation services such that a third party mold clearance test should yield a successful result
- Knowing that inexperienced technicians were one of the many causes for neglect of service by Servpro, Mr. Sutton promised to be in charge of the water and mold remediation (<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=2>) and would properly mitigate residual water and suspected mold caused by Servpro

¹ IICRC Certifications Abbreviations

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(<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=1>,
<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=3-14>)

- Liberty informed Servpro that they would have to incur the mitigation cost for neglect of service
- During this same time, Servpro took on a high-profile client (Centers for Disease Control) fire restoration project, resulting in inadequate and unskilled staff to perform mitigation services at our home
(<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=15>,
<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=19>)
- Servpro used non-employee workers at our home without background checks against Servpro's Franchise Professional National Account Participation Agreement
(<https://www.selitaboyd.com/servproccmsi/Exhibit07.pdf#page=2>)
- Servpro sprayed Kilz aerosol (a stain blocker) on wood framing against IICRC, EPA, CDC, and OSHA guidelines and regulations for mold mitigation; Servpro did not wipe down or clean suspected molded areas and instead attempted to reduce its mitigation cost by encapsulating the suspected mold with a stain blocker
(<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=23>); also notated by Heaton Environmental
(<https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=6>,
<https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=21>)
- Servpro of Stone Mountain/Clarkston was an IICRC² Certified firm
- Servpro did not have an IICRC licensed certified mold technician on-site to do mold mitigation which was fraudulent and prohibited by financial institutions and the insurance industry
- Servpro did not have an IICRC certified water restoration lead technician on-site
- Servpro submitted false and inaccurate documents for payment of services
(<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=4>),
(<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=1>,
<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=2>)

Pursuant to Georgia's Unfair Claims Settlement Practices Act, liability is reasonably clear such that a fair and equitable settlement of our claim should have proceeded. CCMSI/Frontier Adjusters failed to adopt a prompt settlement of our claims arising under the policy.

Is it a widespread practice by Servpro to use false statements, improper service, and wrongful tactics? After a review of the evidence, I formally request that the Georgia Insurance Commissioner's Office investigation consist of notifying the proper authorities of Servpro's actions such that all customers, clients, and vendors affiliated with Servpro in any manner are made aware of such actions to determine if there is or have been similar complaints, sanctions, and/or penalties of false statements, improper service, and wrongful tactics?

C. Clear Evidence of Liability: Full admission of liability by Servpro; Heaton Environmental test results proved toxic mold in the home

- Servpro's operations manager, Sammy Sutton admits liability on video (YouTube Link: <https://youtu.be/sanNOj7-L6w>), (YouTube Link: <https://youtu.be/HkIHmbY8PqM>)
- Mr. Sutton promised that he would supervise the job but was more committed to his obligations at CDC
(<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=2>,
<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=15>,
<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=16>,
<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=18>,

² IICRC (Institute of Inspection Cleaning and Restoration Certification)
<https://www.iicrc.org/general/custom.asp?page=AbouttheIICRC>

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<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=19>)

- Mr. Sutton was aware that non-employee workers were on-site at our home (<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=22>); (YouTube Video 12 link: <https://youtu.be/LUnZByanMqc>)
- There is clear evidence that Servpro wrongfully used Kilz aerosol on the ceiling wood framing in our home in an attempt to mitigate the suspected mold (<https://www.selitaboyd.com/servproccmsi/Exhibit08.pdf#page=23>)
- The manufacturer of Kilz stated the product is **NOT** to be used to clean mold (<https://www.selitaboyd.com/servproccmsi/Exhibit09.pdf#page=1-3>); Servpro did not inform us of the dangers of this product
- Servpro exposed us and our home to mold damage:
 - ❖ Servpro’s lack of progress and wrongful tactics allowed suspected mold growth on the wood framing throughout the basement (See YouTube link: <https://youtu.be/XyGPsoE6ZVg>)
 - ❖ I notified Liberty that Servpro used Kilz aerosol to mitigate the suspected mold; Liberty Mutual halted all mitigation services so that a full mold protocol could begin (<https://www.selitaboyd.com/servproccmsi/Exhibit10.pdf#page=3>)
 - ❖ Heaton Environmental did air testing and swab samples on or about May 5, 2015
 - ❖ Subsequently, the suspected mold damage was confirmed as “actual” mold damage on or about May 13, 2015 by Heaton Environmental’s report (<https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=11>)
 - ❖ Heaton Environmental’s report results were positive for elevated mold spore counts; mold level areas of concern all had *Stachybotrys* (known as toxic black mold) (<https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=9>) and the garage showed very high counts of *Penicillium* and *Aspergillus*
 - ❖ About three months after the water loss occurred, excess moisture was still detected in the basement and garage; Servpro did not completed the water restoration services as agreed (YouTube link: <https://youtu.be/q-LSmbeD53A>) (<https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=11>, <https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=20>, <https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=22>, <https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=23>);
- Servpro failed to follow proper restoration protocol according to IICRC guidelines which damaged contents and equipment (YouTube link: <https://youtu.be/8QR7cE9LSzY>; <https://youtu.be/lq6DaYoVatU>; <https://youtu.be/EPqIhvJMkxU>)
- Servpro did not remove (carcinogenic and toxic) tile mortar bed and wood glue from the basement floor as agreed (<https://www.selitaboyd.com/servproccmsi/Exhibit24.pdf#page=1-4>)
- An independent restoration company, Water Medx, found Servpro liable for neglect of service (<https://www.selitaboyd.com/servproccmsi/Exhibit10.pdf#page=1>)
- Liberty Mutual also stated Servpro (a preferred vendor for Liberty Mutual) was liable for neglect of service (<https://www.selitaboyd.com/servproccmsi/Exhibit10.pdf#page=2>)
- Servpro has admitted liability that it caused “actual” mold damage as evidenced by the Heaton Environmental test results (<https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=4-6>); Servpro exposed our family, my businesses, and our home contents, property, and documents to mold as evidenced by Heaton Environmental test results (<https://www.selitaboyd.com/servproccmsi/Exhibit20.pdf#page=9>)
 - *Stachybotrys Chartarum*³ was found in Kitchenette, Studio and Livable Garage

³ Due to the commonly perceived health effects associated with *Stachybotrys Chartarum*, even relatively small spore counts are treated seriously and eradicated. Heaton Environmental has a goal of “0” *Stachybotrys* during post remediation sampling and verification. <https://moldpedia.com/black-mold-stachybotrys>

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- The Livable Garage (Children’s playroom, Exercise room, TV Room) had a Penicillium/Aspergillus spores/meter³ of 24,213
- Stachybotrys Chartarum and Penicillium/Aspergillus are mycotoxins⁴
- **Servpro’s negligence has caused our family insufferable harm. My parents, both of whom are 70+ years of age and on Medicare, are very sensitive to toxins and highly allergic to penicillin. Both parents have been hospitalized at some point throughout the mold incident and continue to seek doctor’s care. I’ve attached only a brief subset of medical records due to the file size capacity to upload documents online regarding this complaint. (<https://www.selitaboyd.com/servproccmsi/Exhibit22.pdf#page=1-9>). It is imperative to understand that medical care for mold exposure is not covered under insurance and is an expensive out-of-pocket cost for care and therefore, continued delays, biases, unfair investigations, burdensome requests of documents have been and continue to be detrimental to the well-being of my family’s health**

The visuals of photos and videos, documents, and the Heaton report are clear evidence of Servpro’s liability such that a fair and equitable settlement of our claim should have been resolved. CCMSI/Frontier Adjusters failed to submit a prompt settlement of our claims arising under the policy.

D. CCMSI/Frontier Adjusters’ Misleading Date of Loss: *Initial date of loss was changed unexpectedly and statutory period expired without proper notification*

- I have communicated with CCMSI/Frontier Adjusters via email since the claim was opened February 2017
- The email thread Subject has always listed the date of loss as 2/12/2017 (<https://www.selitaboyd.com/servproccmsi/Exhibit11.pdf#page=1-5>)
- The email thread was the only document on file that I received stating the date of loss; therefore, the statutory period was 2/12/2021
- I received an incorrect 2/5/2015 date of loss letter from Frontier Adjusters in August 2018
- CCMSI allegedly sent a denial letter by certified mail on 6/18/2018 but did not provide proof of receipt. Oddly, CCMSI did not send an email on 6/18/2018 of the denial letter although all other communications before and after such time had been sent via email. The 6/18/2018 denial letter is the only correspondence that was not emailed to me.
- Because the incorrect 2/5/2015 date of loss letter statutory period was approaching, I contacted CCMSI on or about 1/28/2019 to reiterate that the actual date of loss should be 2/12/2017 as specified in the emails and to inform Frontier Adjusters of the same
- On or about 1/31/2019, CCMSI sent an email stating that the date of loss was 2/12/2015 meaning the statutory period would **expire in 12 days**. I received a 12-day notice from CCMSI to submit all my evidence to support my claim. Expected incoming investigative materials were due to arrive that required more than 12 days.
- CCMSI refused to grant my appeal and request to revised the date of loss back to the 2/12/2017 that had been emailed to me since the claim was opened

Pursuant to Georgia’s Unfair Claims Settlement Practices Act, CCMSI failed to acknowledge the accurate date of loss with reasonable promptness pertinent to communications concerning this claim.

Is this a common practice by CCMSI and Frontier Adjusters to mislead claimants regarding the date of loss in hopes that the statutory period will expire? After a review of the evidence, I formally request that the Georgia Insurance Commissioner’s Office investigation consist of notifying the proper authorities of CCMSI’s and Frontier

⁴ A mycotoxin is a toxic secondary metabolite produced by organisms of the fungus kingdom and is capable of causing disease and death in both humans and other animals. <https://moldpedia.com/mycotoxins>

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Adjusters' misleading actions such that all litigants, attorneys, insurers, and claimants affiliated with CCMSI and Frontier Adjusters in any manner are made aware of such actions to determine if there is or have been similar complaints, sanctions, and/or penalties of false and misleading information regarding date of loss?

E. CCMSI/Frontier Adjusters Never Intended for a Fair and Reasonable Investigation of the Claim: *Instead of investigating without bias, CCMSI/Frontier Adjusters sought evidence to close the claim*

- CCMSI and Frontier Adjusters proceeded as if they intended to fairly investigate the claim without bias. However, I discovered from an email sent to another party that they did not intend to investigate the claim at all but was trying to disingenuously find ways to not settle the claim through delay tactics, misleading information, and false/falsifying document(s) and statement. CCMSI/Frontier Adjusters stated "...If we can determine that a separate cause of loss exists, it will assist us in **concluding** this matter..." (<https://www.selitaboyd.com/servproccmsi/Exhibit05.pdf>).
- CCMSI/Frontier Adjusters were aware of the cause of losses and had first-hand knowledge of Servpro's negligence as a direct result of mold mitigation and then tried to conjure up a false narrative, to argue why the claim would be denied. CCMSI/Frontier Adjusters never had any intent to process this claim for a full and fair settlement.

Pursuant to Georgia's Unfair Claims Settlement Practices Act, CCMSI failed to conduct a judicious, equitable, and unbiased investigation. Frontier Adjusters worked solely on behalf of its client CCMSI's interest. CCMSI and Frontier Adjusters should therefore be deemed as unfair and bias parties in this claim. If CCMSI/Frontier Adjusters determines that further investigation is needed (which I disagree due to the preponderance of the evidence presented here), then I should be allowed to select a public adjuster to do any further investigation at CCMSI's expense.

A full investigation by the Georgia Insurance Commissioner's Office is warranted based on all the issues and facts presented above.

REBUTTAL TO CCMSI INVESTIGATION STATEMENTS

CCMSI's correspondence consisted of a section titled **INVESTIGATION**. CCMSI provided no evidence to support its statements as to the "**actual**" facts. As part of my rebuttal, I have presented factual evidence, which refute and countermands CCMSI's egregiously false statements.

- **CCMSI correspondence stated:**
"An independent adjuster from Frontier Adjusters was assigned to assist in the investigation. During the investigation there was indication of a second water leak in the home involving the water heater that actually caused the resulting mold issues."

FACTS:

1st - The water heater burst in the garage on the main floor and flooded the garage and basement ceiling. Immediately thereafter, the main water line pipe burst in the basement utility room and flooded the basement. ***Because the water heater burst was first, the water heater could not have been part of a "made-up" statement that it was involved in a second leak***

2nd - Servpro emailed their Job Diary Notes to me, which stated the causes of loss as two simultaneously water

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intrusions. As witnessed by Servpro’s technician, one is a burst pipe in the basement and the other is the water heater (<https://www.selitaboyd.com/servproccmsi/Exhibit12.pdf#page=2>).

3rd - Liberty Mutual documented the causes of loss as a main water pipe burst and water heater accidental / sudden plumbing/HVAC – broken pipe/hose/fixture (<https://www.selitaboyd.com/servproccmsi/Exhibit13.pdf>); **Neither water losses involved a second water “leak”. The water heater did not cause the mold issue; Servpro caused the mold issue when it failed to properly remediate the water damage from the water heater pipe burst and the main water line pipe burst.**

FACTS:

1st - Servpro failed to remediate the water losses in our home properly. Servpro’s neglect of service resulted in mold exposure to my family, property, businesses, documents, and contents.

2nd - Servpro was referred to me by Liberty Mutual as their preferred vendor; Servpro of Stone Mountain/Clarkston an IICRC⁵ Certified firm alleged to be highly trained in property damage restoration (<https://www.selitaboyd.com/servproccmsi/Exhibit14.pdf#page=1-2>)

3rd - Servpro submitted a restoration service estimate to Liberty Mutual for \$8,078.68 (<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=14>).

- a. Servpro’s estimate submitted to Liberty proved Servpro was aware of the cause of losses; Servpro documented the cause of loss as both the “water heater and busted pipe in the wall” (<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=2>)
- b. Servpro’s estimate submitted to Liberty proved Servpro was responsible for water restoration of the documented affected areas of “100% of basement + garage” (<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=2>)
- c. Servpro’s estimate submitted to Liberty proved Servpro was responsible for water restoration of contents and the drying plan strategy, technology, and time table in the affected areas documented as “Will need to pack out basement, possible pod needed for expensive recording equipment to keep on site. once pack out and demo is completed should take 3-4 days to dry” (<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=2>)
- d. Servpro was profoundly aware of the water-damaged basement ceiling and walls and received payment from Liberty for Kitchenette restoration descriptions such as:
 - ❖ **Basement Kitchenette**
(<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=5>,
<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=6>)
 - ❖ **Tear out wet drywall**, cleanup, bag for disposal; **remove ceiling**
 - ❖ **Tear out and bag wet insulation; remove ceiling insulation**
 - ❖ **Tear out wet drywall**, cleanup, bag for disposal; **remove wall**
 - ❖ **Tear out and bag wet insulation; remove wall insulation**

Servpro’s estimate submitted to Liberty proved that Servpro was aware and responsible for water restoration services for both water intrusions and it was Servpro’s responsibility to *dry the basement kitchenette wood framing ceiling and walls properly*

4th - The water-damaged basement ceiling and wall structure remained in place from the time the water loss occurred on or about 2/11/2015 through on or about 2/18/2015; Servpro photo shows the water-damaged ceiling still in place (<https://www.selitaboyd.com/servproccmsi/Exhibit16.pdf#page.pdf=1-3>); *noted: see arrow and comment to show the buckled paint along the water-damaged drywall ceiling joints*

5th - On or about 2/19/2015, as evidence that Servpro was responsible for the restoration of the water-damaged basement ceiling and walls, Servpro began restoration to eradicate moisture of the water-damaged basement kitchenette ceiling and walls ((<https://www.selitaboyd.com/servproccmsi/Exhibit17.pdf#page=1-2>); *noted: see*

⁵ IICRC (Institute of Inspection Cleaning and Restoration Certification)
<https://www.iicrc.org/general/custom.asp?page=AbouttheIICRC>

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arrow and comment to show proximity of the water heater above on main floor) as documented in Servpro's estimate (<https://www.selitaboyd.com/servproccmsi/Exhibit15.pdf#page=6>):

- a. Tear-out of the wet drywall walls and insulation in the kitchenette
- b. Tear-out of the wet drywall ceiling and insulation in the kitchenette
- c. Servpro placed drying equipment in the kitchenette area

(YouTube Link: <https://youtu.be/MiS3TtG7HvQ>)

- 6th - On or about 2/20/2015, Servpro informed us that the water restoration service was completed. Servpro removed the drying equipment from the basement in less than a 24 hour time period. Servpro assured our family that everything was thoroughly dried, and no water moisture existed.
- 7th - On or about 2/22/2015, my family noticed an odor in the home and family illnesses began after the water loss consisting of headaches, brain fog, vertigo, coughing, earaches, asthma, sinus infections, nosebleeds, breathing issues, runny nose, itchy skin, sore throat, stomach aches, allergies and other illnesses.
- 8th - On or about 2/24/2015, I called and text messaged Servpro technician to come back out and remove damaged carpet and carpet pad (<https://www.selitaboyd.com/servproccmsi/Exhibit21.pdf#page=1-3>)
- 9th - On or about 2/27/2015, I contacted an independent water restoration company, Restoration1 Atlanta, due to family illnesses and the odor in the home
- 10th - On or about 3/12/2015, Mr. Niezgoda from Restoration1 Atlanta did an inspection of our home
- 11th - On or about 3/17/2015, Mr. Niezgoda emailed Liberty his findings of suspected mold on the wood framing, an odor in the home, air samples recommendation to test for mold, and other listings (<https://www.selitaboyd.com/servproccmsi/Exhibit18.pdf#page=1-23>)
- 12th - On or about 3/19/2015, Sammy Sutton, Servpro's operations manager, met with George Niezgoda of Restoration1 Atlanta. Mr. Sutton agreed with Restoration1 Atlanta findings and admitted liability to Mr. Niezgoda (YouTube Link: <https://youtu.be/sanNOj7-L6w>); Mr. Sutton also admitted liability to my family and me (YouTube Link: <https://youtu.be/HklHmbY8PqM>).

It was Servpro's obligation to properly perform and complete restoration services in the affected basement and garage areas to prevent mold from occurring. Servpro's improper and egregious water restoration services, inexperienced technicians, and technician errors were the cause of the mold in our home as admitted by Servpro's operations manager.

- **CCMSI correspondence stated:**

"It was also discovered that Ms. Boyd's homeowner's carrier, Liberty Mutual, paid a substantial amount to Ms. Boyd and did not have any intention of subrogating against Servpro."

FACTS:

- 1st - The amount paid to me by Liberty Mutual for damages of contents and dwelling, loss of use, and mold was rightfully due to for damages covered under my policy.
- 2nd - Liberty did in fact pursue subrogation against Servpro for recoverable mold expenses. Liberty Mutual document does show pursuit of subrogation; "Subrogation Potential: Yes; Refer to Subro? Yes" (<https://www.selitaboyd.com/servproccmsi/Exhibit13.pdf>)
- 3rd - On or about 2/15/2016, I received a subrogation email from Liberty that stated they would pursue Servpro for mold Expenses (<https://www.selitaboyd.com/servproccmsi/Exhibit19.pdf>)
- 4th - It was Servpro's negligence of mold damages that substantially increased the claim payments; nearly \$41,000 of Claim payments issued was related to Servpro:
- a. Restoration payments to Servpro: \$8,078.67, \$4,780.56, and \$1,472.97

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- b. Mold Mitigation payments due to Servpro's negligence of mold damage: \$1,659.69 air testing, \$17,917.39 mold mitigation, \$1,109.69 air testing clearance, \$5,939.82 mold mitigation expenses

CCMSI is keenly aware that Liberty pursued subrogation against Servpro. CCMSI issued a false statement to your office in their correspondence, which is similarly to a lot of what I have been experiencing.

- **CCMSI correspondence stated:**

"Ms. Boyd was informed numerous times that we would need additional information to consider her claim. The first written correspondence directly from CCMSI, was a denial issued on 6/18/2018, and listed the date of loss as 2/12/2015.

A letter was sent out by Frontier Adjusters dated 8/28/2018 to notify Ms. Boyd of the Statute of Limitations. This letter did erroneously list the date of loss as 2/5/2015.

A follow up letter was sent out by CCMSI, via email, and certified mail on 1/31/19, and listed date of loss as 2/12/2015. Ms. Boyd did submit several documents on 2/11/19, but it does not appear to be any new information and was not the information specifically requested by the independent adjuster."

FACTS:

1st – Per CCMSI/Frontier Adjuster's request, I have emailed numerous documents with overwhelming evidence to support my claim. In one instance, CCMSI/Frontier Adjusters claimed that they did not receive any information from me and to resend. I resent information as requested. CCMSI/Frontier Adjusters never responded via email or certified mail with a decisions to any of my submissions.

(<https://www.selitaboyn.com/servproccmsi/Exhibit23.pdf#page=1-16>)

2nd - CCMSI provided a misleading date of loss to create confusion such that the statutory period would expire as thoroughly explained in Section **D. CCMSI/Frontier Adjusters' Misleading Date of Loss.**

Several key points:

- ❖ CCMSI allegedly sent a certified mail in June but cannot provide a signature card because I did not receive the letter
- ❖ CCMSI/Frontier Adjusters and I had over 15 communications via email before 6/18/2018. Thus, if they truly wanted me to know that the claim had been denied, the 6/18/2018 denial letter could have been sent both certified mail and emailed as in the case with every other certified letter received
- ❖ The correspondences that I have received from CCMSI repeatedly listed the date of loss as "DOL 02/12/2017" (<https://www.selitaboyn.com/servproccmsi/Exhibit11.pdf#page=1-5>). It is my understanding that the statutory period expired 2/11/2021 and there had been no other document to indicate otherwise prior to CCMSI's email on 1/31/2019

3rd - I have made every effort to submit the requested documents to CCMSI. The requests have been overly burdensome and used as a delay tactic to avoid claim payout.

- ❖ I have made every effort to adhere to CCMSI/Frontier Adjusters request for documents. Nevertheless, I've been asked to submit documents Servpro already have on file. I've been asked to submit documents from any and all insurers; however, the receipt of how that information was to be received deliberately stayed in limbo. I offered to send my insurers' documents requested by Frontier Adjusters, but Frontier Adjusters would not accept them from me. Meanwhile, CCMSI stated they had no issue with me sending the information and its Frontier Adjusters' call to make. This painful process went on for months throughout most of 2018 and severely hampered efforts to resolve the claim. The misleading date of loss and the refusal of documents from specific sources all coincided with being

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nothing more than planned delay tactics to allow the statutory period to expire to avoid payment of the claims.

CONCLUSION OF COMPLAINT

I have requested a full and fair settlement under the policy from CCMSI. I have been through continued emotional stress, anxiety, pressure, financial hardship, and mental anguish to seek justice in pursuit of this claim. I am having to exhaust a lot of time on a claim where the evidence is abundantly clear that Servpro was negligent and liable for harm and damages. The wrongful, negligent, and unlawful acts by Servpro and CCMSI /Frontier Adjusters had disrupted my life and livelihood. I have had to endure my parents unforeseen health issues and their diminished quality of life as well as my own life. I have had to make sacrifices to care for my family from a health and financial standpoint all because of Servpro's neglect of service.

The time lost out of our lives can never be recouped and has caused many missed and precious moments with my family and friends. Just last month alone, I have missed celebrating and enjoying the Superbowl events in my hometown of Atlanta, my sisters' 50th birthday celebration, and another sisters' birthday celebration; not to mention the many missed holidays, family events, graduations, and anniversaries that were usually celebrated in our home. I am fully and legally permitted to pursue damages rightfully due to my family. The totality of what it has taken to complete this complaint rebuttal letter with exhibits, photos, and videos has been daunting and challenging, because of the disingenuous methods of CCMSI/Frontier Adjusters. As my concerns of the overall health for me and my family continues to grow, I am respectfully requesting assistance from your office to assist us to reach a full resolution of our claim.

I respectfully request (should CCMSI believe that further investigation is still required and it is not) to allow an independent public adjuster of my behalf at CCMSI's expense to complete the investigation such that an unbiased and transparent investigation can be obtained. Because Frontier Adjusters and CCMSI must be held accountable for forgery of documents, I am demanding that Frontier Adjusters have no further involvement with this claim in that there is deep mistrust and suspicion as to if they will be fair and equitable. I am requesting an investigation of this case because there have been deliberate roadblocks at every turn to deter, delay, and eventually dissolve this claim. I am hopeful that your office can assist with this matter such that a successful outcome can be reached. As I have strongly stressed to CCMSI before, my hope is for a full and fair amicable settlement of my claim.

Regards,



Selita Boyd

Enc: Exhibits 01-24

Enc: Addendum – Request for Information; Page 10

Cc: Bryan Thomas – CCMSI President, CEO
Jeff Harcourt – Frontier Adjusters President
Susan Steen – Servpro CEO
U.S. Senator Johnny Isakson
U.S. Representative Hank Johnson
Georgia Senator Steve Henson
Georgia House of Representative Karen Bennett

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Georgia House of Representative Billy Mitchell
Georgia House of Representative Viola Davis

Carl O. Aystas, Jr., CCMSI Compliance Consultant
Dawn Dufrene, CCMSI Compliance Consultant
Thomas Dressler – CCMSI Account Manager
Paul Kurtz – CCMSI Claim Supervisor
Dawn Seibert – CCMSI Claim Adjuster
Lawson Thompson - Frontier Adjusters Investigator

Jim Strickland, WSBTV Atlanta Consumer Investigator Reporter
Dana Fowle, FOX5 Atlanta Consumer Investigator Reporter
Bill Liss, 11Alive WXIA Atlanta Consumer Investigator Reporter
Harry Samler, CBS46 Atlanta Consumer Investigator Reporter
Attorney Elizabeth Appley
Bob Andres, Atlanta Journal Constitution
Clark Howard, Consumer Action Center

ADDENDUM – REQUEST FOR INFORMATION

This addendum will serve to request information from CCMSI, Frontier Adjusters, and Servpro.

1. The full name (first and last name) of each person that worked for Servpro of Stone Mountain/Clarkston, their certification number, types of certification with the corresponding certification date
2. A complete list of restoration agreements, client names, and dates from 2/10/2015 through 5/5/2015 including what employees were **physically** on-site for each restoration project
3. What date did Servpro of Stone Mountain/Clarkston officially go out of business/closed down?
4. CCMSI liability policy information and legal department contact
5. Frontier Adjusters policy information and legal department contact