

PRIVILEGED AND CONFIDENTIAL

VIA MAIL: mjones@oci.ga.gov

August 6, 2019

Criminal Investigations Unit
Office of Insurance & Safety Fire Commissioner
Seventh Floor, West Tower
2 Martin Luther King Jr., Drive
Atlanta, GA 30334

Dear Agent Melissa Jones,

This correspondence is in response to the email received from your office on July 31, 2019. It is imperative to investigate the following issues:

- I. **CCMSI and Frontier Adjusters are inseparable thus both parties should be included in this criminal investigation**
 - A) Mr. Lawson Thompson of Frontier Adjusters (herein referred to as "Frontier") represents Cannon Cochran Management Services, Inc. (herein referred to as "CCMSI") for the insured (see letter from Frontier Adjusters dated June 6, 2019).
 - B) CCMSI assigned Frontier to assist in the investigation of the complainant's claim. CCMSI is a Third Party Administrator handling complainant's claim against Servpro's insurer, Restoration Risk Retention Group, Inc. (see emails from CCMSI date 2/14/2019, 3/14/2019, and 5/29/2019).
 - C) CCMSI condoned Frontier's actions and should be considered a party to all of the unfair and deceptive acts in the handling of the complainant's claim (i.e., please see email dated 3/14/2019 showing the altered authorization; nonetheless, CCMSI provided a statement to justify the illegal act of forgery).
 - D) CCMSI could have prevented unfair and deceptive acts regarding the complainant's claim but instead exercised tactics to avoid paying the complainant's claim once presented with documented evidence showing Servpro at fault. CCMSI allowed egregiously unfair and deceptive acts to exist and persist which caused harm to the complainants and should therefore be investigated in this criminal case.
 - E) Pursuant to Georgia law, CCMSI is the plan administrator liable for the actions of its adjusters. CCMSI controlled Frontier's actions and retained the ultimate power and control to deny or settle complainant's claim. Frontier could not perform any actions related to complainant's claim without CCMSI's involvement and authorization. Therefore, CCMSI and Frontier are inseparable and both parties should be included in this criminal investigation. The State of Missouri Insurance Commissioner's office should also be made aware that CCMSI is under a criminal investigation.
- II. **Pursuant to O.C.G.A. 33-6-6, the Commissioner's office has the authority to investigate "any" unfair or deceptive acts or practices**
 - A) Georgia Law holds that any unfair or deceptive acts or practices that occurred within the complainant's claim should be investigated, such as but not limited to:
 1. Forged text within a signed authorization letter
 2. Communicated misleading date of losses to allow the statutory period to expire
 3. Deliberately failed to disclose pertinent information in a timely fashion to allow the statutory period to expire

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4. A pattern of fabricated allegations and statements with no evidentiary component obstructing payment of the claim
 - i. CCMSI/Frontier's false statement of there being a second leak used as a fishing expedition and discovery tool not to pay the claim
 - ii. CCMSI false statement that Liberty Mutual did not have any intention of subrogating against Servpro when the evidence clearly shows otherwise
 - iii. CCMSI false statement that they have not been allowed to inspect the property
 - iv. CCMSI false statement that they have been prevented from receiving hygienist reports from Liberty Mutual
5. Purposely failed to acknowledge with reasonable promptness pertinent communications
 - i. CCMSI alleged that a denial letter was mailed to the complainant. However, every other letter issued to the complainant by CCMSI had been emailed and sent via certified mail
6. Failed to explicitly state what information was needed after the complainant's provided all the documents requested by the adjuster
7. Requested burdensome, unreasonable, nonexistence, and irrelevant material to prevent settlement of the complainant's claim
8. Deliberately misled Commissioners office with "wording" not relevant to the issue as a misdirection tactic although evidence of liability was clear
9. Issued a generic letter without stating specifics
 - i. Did not specify "the company"
 - ii. Stated "should the company agree to settle an inspection is mandatory"
 - iii. Received mandatory inspection request but nothing showing that the company agreed to settle
10. CCMSI did not effectuate prompt, fair, and equitable settlement of the complainant's claim when it became abundantly clear that Servpro was liable
 - i. Servpro admitted liability
 - ii. CCMSI was aware of information that corroborated with the evidence submitted by the complainant's which proved Servpro's fraudulent misrepresentation, failure to perform services, and liability for neglect of services

These unfair and deceptive acts and practices by CCMSI and Frontier harmed the claimants such that both parties should be held liable and accountable for their actions.

Respectfully,



Selita Boyd