

1999

James Gordon Holmes v. American States Insurance Company, Economy Auto Inc, and Clarendon National Insurance Company : Petition for Rehearing

Utah Court of Appeals

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Paul M. Belnap; Darren K. Nelson; A.W. Lauritzen; Attorneys for Appellees.

Anthony R. Martineau; Ray G. Martineau; Attorney for Appellant.

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IN THE UTAH COURT OF APPEALS

JAMES GORDON HOLMES,

Plaintiff/Appellant,

vs.

AMERICAN STATES INSURANCE
COMPANY, a Corporation, ECONOMY
AUTO INC., a Corporation, and
CLARENDON NATIONAL
INSURANCE COMPANY, a
Corporation,

Defendants/Appellees.

Case No. 990168 CA

ARGUMENT PRIORITY 15

PETITION FOR REHEARING

APPEAL FROM JUDGMENTS OF THE
THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY

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ATTORNEYS FOR PLAINTIFF/
APPELLANT

FILED

Utah Court of Appeals

APR 06 2000

Julia D'Alessandro

IN THE UTAH COURT OF APPEALS

JAMES GORDON HOLMES,

Plaintiff/Appellant,

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AMERICAN STATES INSURANCE
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TABLE OF CONTENTS

TABLE OF AUTHORITIES.....	iii
ARGUMENT	1
POINT I	1
THE RECORD CONTAINS SUFFICIENT EVIDENCE THAT ESTABLISHES A QUESTION OF MATERIAL FACT AS TO WHETHER THE VEHICLE IN QUESTION WAS A SALVAGE VEHICLE UNDER UTAH LAW.	
POINT II	2
APPELLEES' HAD A DUTY UNDER UTAH LAW TO OBTAIN A SALVAGE TITLE, THIS DUTY WAS BREACHED, AND THE BREACH OF THIS DUTY CAUSED APPELLANT'S DAMAGES.	
POINT III	6
APPELLEES' ACTIONS IN TRANSFERRING A CLEAN VEHICLE TITLE WHEN A SALVAGE CERTIFICATE WAS REQUIRED WERE BOTH DECEPTIVE AND UNCONSCIONABLE UNDER THE UTAH CONSUMER SALES PRACTICES ACT.	
POINT IV	8
THE FAILURE OF AMERICAN AND ECONOMY TO OBTAIN A SALVAGE CERTIFICATE CREATED AN AFFIRMATION OF FACT OR PROMISE THAT THE VEHICLE WAS NON-SALVAGE	
CONCLUSION	11

TABLE OF AUTHORITIES

Cases

<i>Berkeley Bank for Cooperatives v. Meibos</i> , 607 P.2d 798 (Utah 1980)	10
<i>Ferguson v. Jongsma</i> , 350 P.2d 404 (Utah 1983)	10
<i>Garner v. Borcharding Buick, Inc.</i> , 616 N.E.2d 283 (Ohio App. 1992)	7
<i>Glover ex rel Dyson v. Boy Scouts of Am.</i> , 923 P.2d 1383 (Utah 1996)	3
<i>National Serv. Inds. Inc. v. B.W. Norton Mfg. Co., Inc.</i> , 937 P.2d 551 (Utah App. 1997)	10
<i>State v. McBride</i> , 940 P.2d 539 (Utah App. 1997)	10

Statutes

U.C.A. § 13-11-4.	7
U.C.A. § 41-1a-1001.	1
U.C.A. § 41-1a-1005.	3, 4
U.C.A. § 70A-2-318	8, 9

Other Authority

<i>Restatement (Second) of Torts</i> § 435B cmt. A, at 456 (1965).	11
<i>The Uniform Commercial Code Official Comment</i> , § 2-103	9
U.C.C. § 2-103.	9

ARGUMENT

The Appellate Court asserts Appellant did not establish that the vehicle in question was a “salvage vehicle” under Utah law, and that even if considered as such, the statutes cited provide no remedy for Holmes. Appellant’s Petition For Rehearing should be granted as Appellant has established evidence that leads to the conclusion the Hummer was “salvage vehicle,” and that the statutes cited herein do apply to the facts in this case.

POINT I

THE RECORD CONTAINS SUFFICIENT EVIDENCE THAT ESTABLISHES A QUESTION OF MATERIAL FACT AS TO WHETHER THE VEHICLE IN QUESTION WAS A SALVAGE VEHICLE UNDER UTAH LAW.

As the Appellate Court has indicated, Appellant’s case is premised on the fact that the Hummer vehicle in question is a “salvage motor vehicle,” and that the appellees’ failures to follow the applicable laws concerning the Hummer subjects them to liability. Utah Code Ann. § 41-1a-1001(6)(b) defines a salvage vehicle as:

“Salvage vehicle” means any vehicle:

(b) that has been declared a salvage vehicle by an insurance company or other state or jurisdiction, but is not precluded from further registration or titling.

The record is replete with evidence that the defendant American States declared the Hummer a salvage motor vehicle. (R. 92-3, 98-121, 461-62, 446-50, 503-04, 519-20, 567-68.) The record’s repetitive reproduction of defendants’ declaration of the Hummer as salvage is more completely cited in the Brief Of Appellant and the Reply Brief Of Appellant. Attached hereto in the Addendum, pages 1 and 2 are those portions cited to Judge Wilkinson and this Court wherein American first stated that it had declared the

Hummer a salvage. Of particular concern are the representations of American counsel J. Kent Holland, dated January 15, 1997 (R. 503-04) wherein Mr. J. Kent Holland represented:

It is our understanding that the salvage yard, Intermountain Tow requested quick delivery of the title from the adjuster, Paula Fisher, with the understanding that they would walk the title through the DMV. When the title was apparently transferred, the title did not reflect the vehicle as salvage. Obviously, Economy Auto, Inc., who purchased the salvage, knew that it was salvage. It is possible that the others in the chain were also aware of the salvage status of the vehicle.

Therefore, it would appear that Mr. Holmes claim, if any, is against Economy Auto and/or other successors in title. American States Insurance Company, in good faith relied on Intermountain Tow to have the title properly issued. It may even be that the state of Utah erred in issuing the title.

American handled the Hummer loss on checks designated with the notation “[] OPEN SALVAGE. (R. 98-100, 233-35, 314-16, 489-91, 523-25) (See Addendum pages 3-5.) American’s independent adjusters declared the subject vehicle a “TOTAL LOSS” (R. 105, 106, 240, 241, 321, 322) (See Addendum pages 6 and 7.) And American sold the subject vehicle by soliciting “salvage bids.” (R. 109, 244, 325) (See Addendum page 8.)

The statements by American’s counsel, its adjusters, records, checks and requests for salvage bids at least create questions of material fact as to whether American declared the Hummer a salvage and at best establish the Hummer as salvage. First and foremost among these documents are American’s requests for “salvage bids” from Crawford & Company. (Addendum page 8.) Second, the Hummer’s illegal sale through Western Affiliated Salvage Pool, a salvage auction (R. 382, 389), by Economy to itself prior to its sell through the Utah Auto Auction (R. 382). Third, American’s damage estimate on the

Hummer which states that the it is a “total loss” (Addendum pages 6-7.) Fourth, American’s checks paying the claim were produced from American’s salvage account (Addendum pages 3-5.) And fifth, American’s former counsel’s admissions that the Hummer was salvage and that Economy knew the vehicle was salvaged when it was obtained from American.

Additionally, Appellant’s expert stated by affidavit, “It is my professional opinion based upon my review and inspection of American’s and Economy Auto’s documents and repair estimates that the subject vehicle was a salvage motor vehicle requiring a branded title and notification to prospective purchasers that the same was a total loss salvage.” (R. 711).

This Court states that it reviews summary judgment motions by looking at the evidence in the light most favorable to the nonmoving party. Taken in this light, the evidence in the record creates no less than obvious questions of material fact that should have precluded summary judgment on the “salvage” issue. *Glover ex rel Dyson v. Boy Scouts of Am.*, 923 P.2d 1383, 1384 (Utah 1996).

POINT II

APPELLEES’ HAD A DUTY UNDER UTAH LAW TO OBTAIN A SALVAGE TITLE, THIS DUTY WAS BREACHED, AND THE BREACH OF THIS DUTY CAUSED APPELLANT’S DAMAGES.

Utah law establishes the duty of an insurance company and dealer when such entities take possession of a vehicle that has been declared salvage. Utah Code Ann. 41-1a-1005 states:

(1)(a)(i) If an insurance company declares a vehicle a salvage vehicle and takes possession of the vehicle for disposal. . . the insurance company shall within ten days from the settlement of the loss surrender to the division the outstanding certificate of title, properly endorsed, or other evidence of ownership acceptable to the division.

(d)(i) If a dealer licensed under Title 41, Chapter 3, Part 2, Licensing, takes possession of any salvage vehicle for which there is not already issued a branded title or salvage certificate from the division or another jurisdiction, the dealer shall within ten days surrender to the division the certificate of title or other evidence of ownership acceptable to the division.

(ii) The division shall then issue a salvage certificate in the applicant's name.

This Utah statute establishes American's and Economy's duty to act in accordance with the statute's provisions. American and Economy breached their statutory duty which breach damaged and injured the appellant. The injury resulted because the value of a damaged vehicle without a salvage title is generally significantly greater than the value of a salvage vehicle. In essence, Appellant paid the value for a damaged, non-salvaged, vehicle. Had he known that the vehicle had been declared a salvage and therefore qualified for a salvage notation on its title, he would not have purchased the Hummer.

Additionally, this Court has ignored the fact that a properly repaired salvaged vehicle sells for a price significantly less than a properly repaired damaged vehicle. The fact that Appellant could only obtain 75% of the Hummer's fair market value raises an additional question of fact concerning the Hummer's salvage condition. It is not believed that any fair reading of the Court's March 23, 2000 Opinion construes the facts set forth therein in the light most favorable to the nonmoving party as stated.

The results of American's and Economy's not fulfilling their statutory duty to have a salvage notation appear on the Hummer's title mislead subsequent purchasers Appellant and Hillcrest and prevented them from knowing what they were purchasing. It is also significant to note that Appellant attended the Utah Auto Auction when the Hummer was sold to Hillcrest. Appellant was not present at the Western Affiliated Salvage Pool Auction when Economy illegally sold the Hummer to its self.

This Court's questions why Appellant did not name Hillcrest, the entity Appellant purchased the vehicle from, as a defendant in this matter. The simple answer is that Hillcrest was not negligent and did not illegally conceal the Hummer's salvage history. Hillcrest purchased the Hummer from a reputable non-salvage auction and made only those representations to the Appellant that it knew of. This case is analogous to the situation in which a driver breaches his duty and rear ends the vehicle in front of him which in turn pushes the car he hits into a third vehicle. If the driver of the second vehicle was in no way negligent, it is highly doubtful a court would hold the second driver liable for damage caused by the first driver's negligence. In this case, Hillcrest breached no duty and as far as the appellant knows was not negligent because Hillcrest had no notice of the salvage nature of the Hummer. Thus, no claim could in good faith have been asserted against Hillcrest.

American and Economy were the only ones under any duty to have a salvage notation placed on the Hummer's title. American's counsel J. Kent Holland admits as much. Neither American nor Economy did what was required of them. When Appellant purchased the vehicle he relied upon the clean title that represented the Hummer was

non-salvage and he paid the value of a non-salvage vehicle. As a result, Appellant should be compensated for the damages he sustained by reason of appellees' negligence in not complying with the statutes that govern their conduct in commerce in motor vehicles. For these additional reasons, summary judgment on this issue was not warranted and cannot be sustained.

POINT III

APPELLEES' ACTIONS IN TRANSFERRING A CLEAN VEHICLE TITLE WHEN A SALVAGE CERTIFICATE WAS REQUIRED WERE BOTH DECEPTIVE AND UNCONSCIONABLE UNDER THE UTAH CONSUMER SALES PRACTICES ACT.

The Appellate Court asserts that appellees were not appellant's supplier, nor engaged in a consumer transaction in their dealings with appellant. Further, this Court has held that even if the Sales Practices Act applied, appellees did nothing to deceive or make any misrepresentations to appellant. These are factual determination for the jury, not Judge Wilkinson and certainly not an appellate court.

While it is true that appellant "knew the character and value of the Hummer," this is only true because of the representations that American and Economy made to him. Even though the vehicle was damaged and purchased for "an amount far below the retail value of an undamaged vehicle" the clean title appellant received was deceptive in that it represented the Hummer was not a salvaged vehicle. All reasonable persons would have no reason to doubt that when an automobile is purchased with a clean title it is not a

salvage vehicle. The basis for this belief is clear. The law requires the title to be marked if the vehicle has been salvaged by an insurance company.

Appellees were the only ones who knew that the vehicle was a salvage and they are the only ones the statutes obligate to obtain a salvage title. As such, Appellees represented, by virtue of the clean title, that the Hummer was sold as a non-salvaged vehicle and consequently had a greater value than a salvaged vehicle. Utah statutory law outlines when a deceptive act or practice has occurred. Utah Code Ann. section 13-11-4(b)(2) states:

(1) A deceptive act or practice in connection with a consumer transaction violates this chapter whether it occurs before, during, or after the transaction.

(2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:

(b) indicates that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not;

The facts clearly indicate that both American and Economy knew the Hummer was salvaged and had been sold pursuant to salvage bids, but both failed to obtain the salvage title. By virtue of this, the unmarked title would represent to all subsequent purchasers that the Hummer was “of a particular standard” applicable to non-salvaged vehicles.

Other jurisdictions that have adopted the Sales Practices Act have held that the Sales Practices Act covers those who engage in business effecting consumer transactions, regardless of whether they deal with the consumer directly. *Garner v. Borcharding Buick, Inc.*, 616 N.E.2d 283, 284 (Ohio App. 1992). All the Sales Practices Act requires is that the defendants have some connection to the consumer transaction in question in order to be liable as suppliers. *Id.* An additional basis for establishing Appellees liability

is for them to have committed deceptive or unconscionable practices that violate the Act. There is no question that American and Economy are the root of this transaction as they are the parties who were required to obtain the salvage certificate in the first place.

Appellees were responsible for having the salvage notation placed on the Hummer's title certificate. Their failure to do so caused the nature and status of the vehicle to be misrepresented. If the Sales Practices Act has any meaning it should apply to the facts of this case and summary judgment must be deemed improper.

POINT IV

THE FAILURE OF AMERICAN AND ECONOMY TO OBTAIN A SALVAGE CERTIFICATE CREATED AN AFFIRMATION OF FACT OR PROMISE THAT THE VEHICLE WAS NON-SALVAGE

This Court states Appellant's argument under the Uniform Commercial Code fails for two reasons. First, "there was no 'affirmation of fact or promise' made by appellees to appellant." Second, there was no "seller to buyer" relationship between any of the appellees and appellant.

As indicated above, a reasonable person who purchases a vehicle with a non-salvage title would have no reason to believe the vehicle had been salvaged. The "affirmation or promise" that the appellees made to all subsequent purchasers of the Hummer resulted from the clean title itself. The clean title affirms and promises that the vehicle is not a salvaged vehicle.

The Court's Opinion concerning the Uniform Commercial Code does violence to section 70A-2-318(c) and demonstrates an extreme lack of attention to the statutes purpose. Official comment No. 2 to Section 2-318 states:

The purpose of this section is to give certain beneficiaries the benefit of the same warranty which the buyer received in the contract of sale, thereby freeing any such beneficiary from any technical rules as to “privity.” It seeks to accomplish this purpose without any derogation of any right or remedy resting on negligence. It rests primarily on the merchant-seller’s warranty under this Article that the goods sold are merchantable and fit for the ordinary purpose for which such goods are used. . . . Implicit in the section is that any beneficiary of a warranty may bring a direct action for breach of warranty against the seller whose warranty extends to him.

Moreover, section 2-103 provides the definition of a buyer and seller as used in Article 2 of the Uniform Commercial Code. “Buyer” means a person who buys or contracts to buy goods. “Seller” means a person who sells or contracts to sell goods. The Official Comment offers some guidance as to the scope of these terms:

Changes:

The definition of “buyer” and “seller” have been slightly rephrased, the reference in Section 76 of the prior Act to “any legal successor in interest of such person” being omitted. . . .

Purposes of Changes and New Matter

1. The phrase “any legal successor in interest of such person” has been eliminated since Section 2-210 of this Article, which limits some types of delegation of performance on assignment of a sales contract, makes it clear that not every such successor can be safely included in the definition. *In every ordinary case, however, such successors are as of course included.* (Emphasis added.)

Any contention that privity of contract is required under the Commercial Code is ridiculous and ignores today’s standards and commercial practices. If privity of contract is in fact the law of Utah, Utah law § 70A-2-318 has no meaning, and Utah falls back nearly 40 years behind the rest of the country on this issue. It makes little sense to do as

American asks and this Court has held to limit the ultimate purchaser's remedy to his/her immediate seller.

Where the defective goods may have passed through literally dozens of hands and the ultimate responsible parties are known based on their intentional concealment and pollution of the stream of commerce with their non-disclosure of a salvage motor vehicle, it defies common sense to require that parties who did no wrong be joined in order to reach the parties ultimately responsible for the pollution.

This Court, in *State v. McBride*, P.2d at 545 (Utah App. 1997) affirmed the general principles that comparative fault does not apply in intentional tort cases. This Court then quoted with approval the Louisiana court's view that the principles of contributory negligence or comparative fault do not apply in the context of an intentional tort setting. The case law of most jurisdictions does not allow either contributory negligence or comparative fault in intentional torts.

Public policy behind this rule is that comparative negligence never has been considered a defense to an intentional tort and would appear contrary to sound policy to reduce a plaintiff's damages under comparative fault when encountering defendants that deliberately inflicted the harm complained of. *Id.*, citing *Berkeley Bank for Cooperatives v. Meibos*, 607 P.2d 798, 804 (Utah 1980); *Ferguson v. Jongsma*, 350 P.2d 404, 408 (Utah 1983) and *Cruz v. Montoya*, 660 P.2d 723, 728 (Utah 1983) *superseded on other grounds as discussed in National Serv. Inds. Inc. v. B.W. Norton Mfg. Co., Inc.*, 937 P.2d 551, 553-56 (Utah App. 1997). These cases all reaffirm the principal set forth in the Restatement of Torts, which states: "responsibility for harmful consequences should be

carried further in the case of one who does an intentionally wrongful act than in the case of one who is merely negligent or is not at fault. *Restatement (Second) of Torts* § 435B cmt. A, at 456 (1965).

For these additional reasons, questions of fact exist concerning appellees' affirmative representation or promises that the vehicle was non-salvage and privity of contract was required. Summary judgment on appellant's Uniform Commercial Code claims should not have been granted.

CONCLUSION

This Court's cursory adoption of American's brief in affirming Judge Wilkinson's erroneous rulings fail to apprehend the seriousness of the acts, errors and omissions committed by the appellees. This Court's conservative construction of the statutes in question violates the very directives given by the legislature that the same be liberally construed to effectuate their intended purpose. More importantly, this Court's opinion, as released, sanctions the very misconduct the statutes are meant to prevent and will create greater numbers of deceptive and unconscionable acts by those in superior position of knowledge. Instead of settling and resolving this matter in a manner consistent with federal and sister states laws, this Court's opinion establishes Utah as a dumping ground for insurance companies and motor vehicle dealers to unload their junk with impunity. It is not believed that Utah is or should be any such place.

This Court should grant rehearing and hold that summary judgment was improper. This case should be remanded for trial.

DATED this 6 day of April, 2000



Anthony R. Martineau

Ray G. Martineau

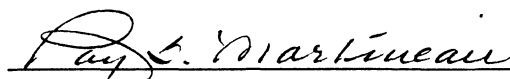
Attorneys for Plaintiff-Appellant

MAILING CERTIFICATE

I hereby certify that a true and correct copy of the foregoing was mailed to the following, postage prepaid, this 6 day of April, 2000.

Paul M. Belnap
Darren K. Nelson
9 Exchange Place, Suite 600
Salt Lake City, UT 84111

A.W. Lauritzen
610 North Main
P.O. Box 171
Logan, UT 84321



ADDENDUM “A”

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P.O. Box 11643

Salt Lake City, Utah 84147-0643

01-21-97A06:47 RCVD

January 15, 1997

Ray G. Martineau, Esq.
3098 Highland Drive, Suite 450
Salt Lake City, Utah 84106

Re: James Gordon Holmes/HUM V vehicle

Dear Mr. Martineau:

American States Insurance Company has requested that we respond to you pursuant to your letter of January 8, 1997.

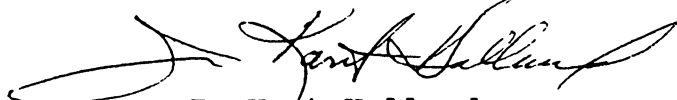
It is our understanding that the salvage yard, Intermountain Tow requested quick delivery of the title from the adjuster, Paula Fisher, with the understanding that they would walk the title through DMV. When the title was apparently transferred, the title did not reflect that the vehicle was salvaged. Obviously, Economy Auto, Inc., who purchased the salvage, knew that it was salvage. It is possible that the others in the chain were also aware of the salvage status of the vehicle.

Therefore, it would appear that Mr. Holmes claim, if any, is against Economy Auto and/or the successors in title. American States Insurance Company, in good faith relied on Intermountain Tow to have the title properly issued. It may even be the State of Utah erred in issuing the title.

I am curious as to what damage claim, if any, Mr. Holmes is making. Is it his position that he paid fair market value for a non-salvage vehicle? I would be interested in his position. Was Mr. Holmes made aware that it was a salvage vehicle at the time of his purchase? Has he discussed the salvage status with any others in the title chain? What was their response?

Please let me know so that a proper resolution may be reached.

Very truly yours,



J. Kent Holland
Attorney at Law

JKH/klc

cc: Paula Fisher
American States Insurance Company

**AMERICAN STATES
INSURANCE**
A LINCOLN NATIONAL CORPORATION

 500 NORTH MERIDIAN STREET
 P.O. BOX 1636
 INDIANAPOLIS, INDIANA 46206-1636

INSURED

Christiansen Const.

CLAIM NUMBER

273 0050 758

ADJUSTER NUMBER

17035

91023316

DATE

8-28-95

CHECK VOID IN 60 DAYS

AMOUNT

PAY

*FORTY THOUSAND ONE HUNDRED FIFTY & 97/100*****

\$ *40,150.97*

TO
THE
ORDER
OF
 Christiansen Construction Services Inc.
 and West One Bank
 12433 S. Fort Street
 Draper, Utah 84020

 AMERICAN STATES INSURANCE COMPANIES
 BY

~~THIS IS NON-NEGOTIABLE~~

91023316

SIGNER'S NUMBER

NATIONAL CITY BANK, INDIANA 2047740

 AMERICAN STATES INSURANCE
 INDIANAPOLIS, INDIANA 46206-1636

91023316

POLICY NUMBER	DATE OF LOSS	LOSS STATE	FOR
01 CD 704232	8-11-95	43	Payoff on loan #9001-30 94 Number

 AGENCY
 Superior Ins.

TAX I.D. NUMBER

TYPE OF CLAIM

PREPARED BY

FT-EE FACED

GC

KIND	COV	SEQ	CLOSING	EXP	AMOUNT OF PAYMENT
52	21	001	X		40,150.97

 WORKER'S COMPENSATION CUMULATIVE TOTALS
 NO. OF WEEKS DOLLARS

 ADVANCE PAY CUMULATIVE TOTALS
 LOST WAGES MEDICAL

 NO FAULT CUMULATIVE TOTALS
 LOST WAGES MEDICAL
☐ OPEN SUBROGATION☐ OPEN SALVAGE

KIND	COV	SEQ	AMOUNT
			\$

BRANCH COPY

AMERICAN STATES
INSURANCE
LINCOLN NATIONAL CORPORATION

500 NORTH MERRIAM STREET
P.O. BOX 1636
INDIANAPOLIS, INDIANA 46206-1636

INSURED

Christensen Const.

CLAIM NUMBER

273 0050 758

ADJUSTER NUMBER

17035

91023432

DATE

9-19-95

CHECK VOID IN 60 DAYS

AMOUNT

\$*8,519.93*

PAY *EIGHT THOUSAND FIVE HUNDRED NINETEEN & 93/100*****

TO
THE
ORDER
OF

Christensen Construction Services Inc.
& South Mountain L.C.
12433 S. Fort St.
Draper, Utah 84020

AMERICAN STATES INSURANCE COMPANIES
BY

NON-NEGOTIABLE

NATIONAL CITY BANK, INDIANA 2041740

SIGNER'S NUMBER

AMERICAN STATES INSURANCE
INDIANAPOLIS, INDIANA 46206-1636

91023432

POLICY NUMBER
01 CD 704232

DATE OF LOSS
8-11-95

LOSS STATE
43

FOR
**Remaining amount owed after lien payoff
on 94 Hummer**

AGENCY
Superior Ins.

TAX I.D. NUMBER

TYPE OF CLAIM

FT | BR | FACED

PREPARED BY
CC

KIND	COV	SEQ	CLOSING	EXP	AMOUNT OF PAYMENT
52	21	001	F		8,519.93

WORKER'S COMPENSATION CUMULATIVE TOTALS
NO. OF WEEKS DOLLARS

ADVANCE PAY CUMULATIVE TOTALS
LOST WAGES MEDICAL

NO FAULT CUMULATIVE TOTALS
LOST WAGES MEDICAL

☐ OPEN SUBROGATION

☐ OPEN SALVAGE

KIND	COV	SEQ	AMOUNT
			\$

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JUN-25-1997 14:30 FR.

TO

5561500 1.00

AMERICAN STATES
INSURANCE
 LINCOLN NATIONAL CORPORATION

 500 NORTH MERIDIAN STREET
 P.O. BOX 1636
 INDIANAPOLIS, INDIANA 46206-1636

INSURED

Christiansen Coast.

CLAIM NUMBER

273 0050 758

ADJUSTER NUMBER

17035

91024802

DATE

10-17-95

CHECK VOID IN 60 DAYS

AMOUNT

\$ 170.00*

PAY

*ONE HUNDRED SEVENTY & No/100*****

 TO
 THE
 ORDER
 OF

 Intermountain Tow
 645 S. Highway 91
 North Salt Lake, Utah 84054

AMERICAN STATES INSURANCE COMPANIES

BY

NON-NEGOTIABLE

NATIONAL CITY BANK, INDIANA 2041740

SIGNER'S NUMBER

 AMERICAN STATES INSURANCE
 INDIANAPOLIS, INDIANA 46206-1636

91024802

POLICY NUMBER

01 CD 704232

DATE OF LOSS

8-11-95

LOSS STATE

43

FOR

Reimbursement on storage/towing on 94 Elum

AGENCY

Superior Ins.

TAX I.D. NUMBER

TYPE OF CLAIM

FT ER FACED CC

PREPARED BY

7395

KIND	COV	SEQ	CLOSING	EXP	AMOUNT OF PAYMENT
52	21	001	SA		170.00

WORKER'S COMPENSATION CUMULATIVE TOTALS	
NO. OF WEEKS	DOLLARS
ADVANCE PAY CUMULATIVE TOTALS	
LOST WAGES	MEDICAL
NO FAULT CUMULATIVE TOTALS	
LOST WAGES	MEDICAL

☐ OPEN SUBROGATION☐ OPEN SALVAGE

KIND	COV	SEQ	AMOUNT
			\$

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JUN-25-1997 14:34 FR

TO

5961508 P.15

08/23/95 at 18:29

File #14263-0002346

CRAWFORD & COMPANY

715 E. 3900 S. STE. 205
SALT LAKE CITY, UT 84107
(801) 261-4030 FAX: (801) 261-4099

RECEIVED

SUMMARY REPORT

AUG 28 1995

Insured: CHRISTIANSEN CONST.
Claimant:

Crawford #: 117-10158
Claim/Pol #: 2730050758 ELC CLAIMS
Client Co.: AMERICAN STATES

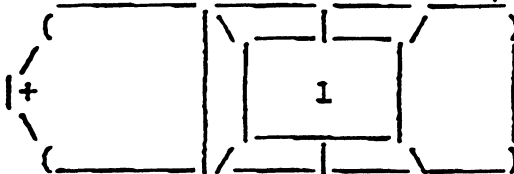
Repair Facility: CARLSON CADILLAC BODY SHOP
Agreed By:

on 00/00/00

Point of Impact: 1. 13 ROLLOVER
2. 15 TOTAL LOSS

Type of Loss: COLLISION

Vehicle Driveable? No
LKQ Parts Included? No
M Parts Included? No



Place of Inspection:
CARLSON CADILLAC

Appraiser's Analysis	33855.48	Agreed Price ? No	
Deductible	0.00		
Betterments	0.00	Prior/Unrelated Damage \$	0.00
Allowances	0.00		
Towing/Storage	112.00	Total Loss ? Yes	\$ 33855.48
Temporary Repairs	0.00		
NET LOSS	\$ 33855.48		

COMMENTS:

THE ONLY WAY TO INSURE THAT THE VEHICLE WOULD BE REPAIRED CORRECTLY IS TO REPLACE THE ENTIRE BODY. THE NEW BODY DOES NOT INCLUDE DOORS, GLASS OR INTERIOR TRIM OR LIGHTS

(THIS VEHICLE IS A TOTAL LOSS.) PARTS PRICES ARE SUBJECT TO INVOICE ONLY.

WAITING TIME FOR PARTS ARE 3-5 WEEKS.

APPROX EVAL OF VEHICLE IS \$ 45,000.00

HIGH SALVAGE BID IS \$ 5000.00.

OPTIONS THE VEHICLE IS EQUIPPED WITH ARE ROCKER PANEL PROTECTORS, DELUXE PKG, TIRE INFLATION SYSTEM, 2 PIECE WHEELS, POWER WINCH, AUX A/C, AND RUN FLATS.

DEALER SAYS VEHICLE WAS BOUGHT BY OWNER FOR \$ 48,000.

THANK YOU FOR THIS ASSIGNMENT

Date of Loss: 08/11/95 Assigned Date: 08/23/95 Appraisal Complete: 08/23/
Date Received: 08/23/95 Inspection Date: 08/23/95 File Closed: 08/23/
Owner Contacted: 00/00/00

Appraiser: R. JONES JR #

JUN-25-1997 14:35 FR.

TO

5961508 P.14

08/23/95 at 18:28

File #14263-0002346 E1

CRAWFORD & COMPANY

715 E. 3900 S. STE. 205
SALT LAKE CITY, UT 84107
(801) 261-4030 FAX: (801) 261-4099

ANALYSIS OF RECORD

Written By: R. JONES JR 08/23/95 06:28 p.m.
Client Co.: AMERICAN STATES

Insured: CHRISTIANSEN CONST.

Crawford #117-10158
Claim/Pol #2730050758-

Address:

UT
Day: (801) - -
Other: (801) - -

Date of Loss: 8/11/95
Type of Loss: COLLISION
Point Of Impact: 13 ROLLOVER
15 TOTAL LOSS

Inspect CARLSON CADILLAC
Location:

Field

Repair CARLSON CADILLAC BODY SHOP
Facility: 1171 S.RICHARDS ST.
SALT LAKE CITY, UT 84101

(801) 521-4465-

License #87-0457950

94 AMGE HUMMER 4X4 STATION WAGON 4DOOR WHITE 6-DIESEL
VIN: 137YA843XRE152325 Lic.#: 984 HKF UT Prod. Date: 3/94 Mileage: 10004

Automatic transmission	4 wheel drive	Overdrive
Power steering	Power brakes	Power windows
Power locks	Tinted glass	Dual mirrors
Air conditioning	Rear defogger	Tilt wheel
Cruise control	Intermittent wipers	Dual air conditioning
Rear window wiper	Am radio	Fm radio
Stereo	Cassette	Search/seek
Cloth seats	Hiback bucket seats	Styled steel wheels
Clear coat paint	Grille guards	Trailer package
Standard mirror	Standard antenna	

NO.	REPR/ REPL	DAMAGE ANALYSIS	QTY	PART COST	LABOR	PAINT	MISC
1*	Repl	BODY SECTION NEW	1	22390.00	48.0	32.0	
2*	Repl	FRONT BRUSH GUARD	1	294.41	1.0	0.0	
3*	Repl	LT FRONT P/L ASSY	1	110.30	Incl	0.0	
4*	Repl	LT FRONT S/M LAMP ASSY	1	19.22	Incl	0.0	
5*	Repl	LT FRONT WINDSHIELD	1	107.50	2.0	0.0	
6*	Repl	RT FRONT WINDSHIELD	1	103.55	2.0	0.0	
7*	Repl	WINDSHIELD WIPER MOTOR	1	186.00	1.0	0.0	
8*	Repl	RT WINDSHIELD WIPER ASSY	1	33.70	Incl	0.0	

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AUG 28 1995

PEED LETTER



Crawford & Company
715 East 3900 South, Suite 205
Salt Lake City, UT 84107
(801) 261-4030
FAX (801) 261-4088

203-
7260

AMERICAN STATES
ATTN: Paula Fisher

SR: _____ INSURED: CHRISTIANSON CONSTRUCTION DATE LOSS: 9/1/95

Y ER: _____ CLAIMANT: _____ OUR FILE NO: _____

As per your request here are the salvage bids

RIVIERA Auto / STAN / 707-823-4193 @ 6006.00

BEAUTIFUL A/W / FRANK / 801-294-2489 @ 4500.00

RECYCLE A/W / JESS / 801-262-2514 @ 4500.00

H AMERICA Auto / EDWIN / 805-296-8674 @ 5350.00

RECEIVED

SEP - 5 1995

SLS CLAIMS