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March 19, 2018

Department of Insurance
Fraud Division
Att: Daniela Avila
27200 Tourney Road, Suite 375
Valencia, CA 91355

To Whom It May Concern:

What is Insurance Fraud?

Previous Definition:

Department of Insurance website: "any duplicitous act preformed with intent to obtain an improper payment from an insurer".

Current definition:

http://www.insurance.ca.gov/0300-fraud/0100-fraud-division-overview/05-ins-fraud/index.cfm#Other_Property_Damage

Fraud occurs when someone knowingly lies to obtain a benefit or advantage to which they are not otherwise entitled or **someone knowingly denies a benefit that is due and to which someone is entitled**. According to the law, the crime of insurance fraud can be prosecuted when:

- The suspect had the intent to defraud. Insurance fraud is a "specific" intent crime. This means a prosecutor must prove that the person involved knowingly committed an act to defraud.
- An act is completed. Simply making a misrepresentation (written or oral) to an insurer with knowledge that is untrue is sufficient.

BASED UPON CURRENT DEFINITION THIS LINE IS INCOMPLETE, SHOULD READ:

An act is completed. Simply making a misrepresentation (written or oral) to an insurer **or an insured** with knowledge that is untrue is sufficient.

- The act and intent must come together. One without the other is not a crime.
- Actual loss is not needed as long as the suspect has committed an act and had the intent to commit the crime. No money necessarily has to be lost by a victim.

Benefit denied: “replacement cost” as defined in the policy (attached) and as described in CCR 2695.9 (d) (following). The original estimate (attached) for \$125, 290.55 was not “replacement cost”.

Tri-Tech Restoration Co., Inc. is a highly experienced general contractor and their estimator Ray Boykin’s position is listed as Senior Property Estimator. They have the experience to know the estimate they provided was untrue. Tanya Ware, AAA’s Adjuster, who has since been promoted to Estimator, knew it was untrue. On the day she delivered the estimate I, also a licensed general contractor, turned to the last page and stated “this is not enough”. Bathrooms were my favorite remodeling project, I turned to that page and stated “this isn’t even close”. Turning to the first page, the first item was the front door. Pointing at the door I said “you cannot clean that door for \$5.92!” She, pointing at the door, responded “hire them and they will do it for that!” That too was a lie, Tri-Tech wrote a supplement to replace, but it too was not enough. I had never seen a “supplement” prior to my claim, estimate rewrites had been the norm.

Further proof the estimate was underwritten, 8 supplements over a period of 22 months, totaling \$74,968.54. These 8 supplements did not bring the total to “replacement cost” because these were followed by an award on April 30, 2013, 42½ months after the fire for \$15,888.07 which also failed to bring the total up to “replacement cost”. Claimant’s estimate shows the total replacement cost to be \$313,908.93 (attached), \$97,860.77 more than was paid. It is the responsibility of the insurer to pay timely and when they don’t they are paying as though they did because costs are based “at the time of the loss”. This is to the detriment of the claimants who are now faced with paying higher cost to repair due to inflation as well as higher expenses due to the fact the real property could not be restored timely.

California Code of Regulations 2695.9 (d) If losses are settled on the basis of a written scope and/or estimate prepared by or for the insurer, the insurer shall supply the claimant with a copy of each document upon which the settlement is based. **The estimate prepared by or for the insurer shall be in accordance with applicable policy provisions, of an amount which will restore the damaged property to no less than its condition prior to the loss and which will allow for repairs to be made in a manner which meets accepted trade standards for good and workmanlike construction. The insurer shall take reasonable steps to verify that the repair or rebuilding costs utilized by the insurer or its claims agents are accurate and representative of costs in the local market area.** If the claimant subsequently contends, based upon a written estimate which he or she obtains, that necessary repairs will exceed the written estimate prepared by or for the insurer, the insurer shall:

- (1) pay the difference between its written estimate and a higher estimate obtained by the claimant; or,
- (2) if requested by the claimant, promptly provide the claimant with the name of at least one repair individual or entity that will make the repairs for the amount of the written estimate. The insurer shall cause the damaged property to be restored to no less than its condition prior to the loss and which will allow for repairs in a manner which meets accepted trade standards for good and workmanlike construction at no additional cost to the claimant other than as stated in the policy or as otherwise allowed by these regulations; or,
- (3) reasonably adjust any written estimates prepared by the repair individual or entity of the insured's choice and provide a copy of the adjusted estimate to the claimant.

- (1) AAA, aka Interinsurance Exchange upon receipt of the “higher estimate” did not “pay the difference”.
- (2) No request was made. The only repair entity provided was Tri-Tech Restoration Company, Inc. and if Tri-Tech cannot provide a proper estimate how could they provide proper repairs.
- (3) There was no response to insured’s written estimate (attached).

The fraud continued into the Appraisal Process and actually worsened. The Panel requested Tri-Tech combine their estimate and 8 supplements into one document. The resulting document, JENKINS_EST, in its cover letter claimed to be what was requested. A detailed examination revealed 69 line items are not the same, 31 are missing, 24 have dimensional / cost changes, and 14 did not exist in the original documents. JENKINS_EST is a forgery.

But did it effect the Award? There are similarities but there are also differences when comparing printed copies.

On November 2, 2015 my Xactimate expert, Andrew McCabe discovered in AWARD_JENKINS2.esx a previously unknown document OWNERSHIP AUDIT, essentially a sign-in sheet. This document proves Douglas Jackson, AAA's appraiser, on 1/17/2013 took over JENKINS_EST.esx and Umpire William Bruce Reed on 4/23/2013 changed the name to AWARD_JENKINS. This document is the "proverbial smoking gun" and November 2, 2015 is the date of discovery of the fraud.

AWARD_JENKINS2 is a forgery. Fraud is 4 years from date of discovery making November 1, 2019 the last date to file.

Yes, it did effect AWARD_JENKINS which is essentially JENKINS_EST. Dimensional and other differences were placed into the Award to disguise that fact. A conciseness of guilt.

The entire process, from beginning to end, has been totally corrupted by AAA in particular and by the insurance industry in general.

The fix is simple, insurance companies and restoration contractors cannot continue estimating losses. A system needs to be setup were a local contractor not interested in doing the repairs will do the estimate and is to be paid by a state wide fund supported by insurance companies. Any dispute to be settled by three other local contractors whose decision is final. And are also paid by the fund.

I declare under penalty of perjury under the laws of Florida, my writings in this letter, attachments and accompanying documents are true and correct.

Executed on March 19, 2018, at Largo, Florida.

Daniel R. Jenkins