

BENTON LAW FIRM, LLC

169 Dauphin Street, Suite 300
Mobile, Alabama 36602

Thomas Hart Benton, Jr.
Attorney

Email: tom@benton law.com
Telephone: (251) 604-1123

December 27, 2023

VIA: ELECTRONIC MAIL

Honorable J. Clark Stankoski
Baldwin County Circuit Court
Email: Clark.Stankoski@alacourt.gov

Re: *Policy of Insurance No. GC90041253, by and between GeoVera Advantage Insurance Services, Inc., Insurer, and DNB Investments, LLC, Insured*

This firm has been retained by DNB Investments, LLC (hereinafter, “DNB”) and asked by our client’s appraiser, to seek your assistance in the selection and appointment of an Umpire, pursuant to the appraisal provision of an insurance contract between DNB and GeoVera Advantage Insurance Services, Inc. (hereinafter, “GeoVera”).

GeoVera issued an insurance policy to DNB, policy number GC90041253 (hereinafter, the “Policy”).

DNB submitted a claim for damages to GeoVera resulting in water damage at 25829 Argonne Dr. Daphne AL 36526 (hereinafter, the “Property”). GeoVera assigned claim number 2024229243 for the matter. A disagreement subsequently arose between GeoVera and DNB regarding the amount of the loss to the Property. DNB previously demanded appraisal on November 5, 2022, but GeoVera has repeatedly refused to appoint its own appraiser pursuant to the Policy’s appraisal provision set forth below. DNB now seeks the appointment of an umpire to participate in appraisal, pursuant to the Policy’s appraisal provision, which reads as follows:

F. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the “residence premises” is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Each party will:

1. *Pay its own appraiser; and*
2. *Bear the other expenses of the appraisal and umpire equally.*

DNB demanded appraisal in writing more than one year ago, but GeoVera has refused to choose its own competent and impartial appraiser pursuant to the Policy. This failure entitles DNB to request that “the choice be made by a judge of a court of record in the state where the ‘residence premises’ is located.” Accordingly, since all conditions precedent, including the requisite 15-day notice requirement, have been met, occurred or been waived, on behalf of DNB, we ask that you appoint an umpire so that the appraisal process can move forward.

Appraisal clauses, commonly found in homeowners, automobile, and property policies in Alabama, provide a means to resolve disputes about the amount of loss for a covered claim.

When appointment of an umpire is necessary, either party may request a judge of a court of record to perform this role. “If in an agreement provision be made for a method of naming or appointing an arbitrator or arbitrators or an umpire, such method shall be followed. . . .” *Lexington Ins. Co. and Chartis*, 101 So. 3d 1190, 1196 (Ala. 2012) (quoting 9 U.S.C. § 5). Thus, appointment of an umpire is an extrajudicial action that may be completed by a judge outside of the judicial system, without pleadings, discovery, and hearings.

Therefore, as provided under the Policy, DNB and its appraiser ask that you appoint a competent and disinterested umpire to oversee the appraisal process. DNB is aware that the individuals identified in the attached list of potential umpire candidates would be willing and able to serve in the capacity of umpire for this dispute, if appointed by this Court, all of which are competent and disinterested.

Please provide the name and contact information of the umpire selected in the space provided below. I will immediately provide this information to the insurance carrier and its appointed appraiser as well as my client’s appointed appraiser.

Respectfully Submitted,

/s/ Thomas H. Benton, Jr.

THOMAS H. BENTON, JR. (BEN028)

NAME AND CONTACT INFORMATION FOR COURT APPOINTED UMPIRE:

Signed _____, _____ 202__.

LIST OF POTENTIAL COURT-APPOINTED UMPIRES

- a) John C. Robison
151 W. Main Street, Suite 103, Canton, GA 30114
Office: 404-937-3994 / Cellular: 404-386-2496
j.robison@csigroupna.com
(844) CSI-INFO (844-274-4636)

- b) Steve Schmitt
225 N. Pace Blvd., Pensacola, FL 32505
1340 Poydras St. Suite 1770, New Orleans, LA 70112
PO Box 214, Lee, FL 32059
(727) 249-6967 (FL Office)
(504) 249-8943 (LA Office)
steve.schmitt@sclaims.com

- c) David Herring
53 Sonata St. Freeport, FL 32439
Office: (800) 272-1601
Mobile: (850) 460-0238
david@risedoc.com

- d) Sean Michael Lewis
Sean Lewis Consulting, LLC
4607 NW 41st Street Gainesville, FL 32606
(352) 376-1417
sean@slclaims.com