

# FYMBO & ASSOCIATES

PUBLIC INSURANCE ADJUSTERS  
LOSS CONSULTANTS  
QUALIFIED EXPERTS  
APPRAISERS

CELL: 720-218-9665

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Kristine Strain, Vice President  
New Director  
CBS Colorado KCNC TV 4  
1044 Lincoln Street  
Denver, Colorado 80203

RE: The Underinsurance Fraud Scheme that cost Coloradoans over \$137 million  
dollars.

Dear Ms. Strain,

I would like your Channel 4 in Denver and CBS Nationally, to release what is the largest fraud scheme ever concocted by insurers; intentionally underinsuring properties to make their insureds shoulder a large part of their losses on wild fire claims.

I assisted our responsive legislature in the production of HB23-1174, the first underinsurance regulatory bill in the nation. I did the first draft of House Bill 22-1111 forcing insurers to promptly and fairly pay wildfire losses.

I have provided expert testimony on the impact of the proposed legislation for over three decades, including HB-1174, Colorado's Underinsurance Law, the nation's first.

Thus, here I attach new reports "most people who lost homes in the Marshall Fire were underinsured;" "Marshal Fire victims say they are massively underinsured."

We are asked to believe this massive under insurance underwriting was the result of negligence but how could our states underwriters and agents, all trained and licensed professionals, make errors that cost the insuring public \$137 million dollars as estimated by that Bills sponsor State Representative Kyle Brown, His analysis is that 85% of the Marshal fire losses totaling 837 homes were underinsured by \$165,000.

My estimate was closer to \$150 million dollars as the additional policy coverages are based on the amount of coverage set for the dwelling. By any measure these losses eclipse anything in our state's history or no doubt the Nations.

The fact is that the majority of these underinsured losses arose as a result of Insurers intent to undervalue properties that they believe might have a higher potential for loss, particularly those in rural or wooded areas.

Absent the total fire losses that destroy everything and max out the policy limits for all coverages, they enjoy gigantic profits. Colorado home owners pay the highest rates in the nation, over \$1200 more than the national average. The income from their interest on investments may well enough to pay all the minor day to day losses.

As a licensed professional in the industry for over thirty-five years I have already encountered this scheme applied to one of my clients after the Waldo Canyon fires of 2012, that destroyed 340 homes.

Dr. Mary Harrow lost her luxury home on June 26, 2012 and all of its contents only to find out after the loss that her insurer USAA Insurance Company had, illegally, according to the policy provisions, reduced her coverage on the structure from \$580,000 by nearly half to \$344,000. USAA had analyzed their profitability if their exposure were reduced on potential wildfire risks and reduced her coverage prior to the loss to reduce their exposure; flatly outlawed by her policy provisions. I filed a lawsuit in El Paso County District Court case number 14CV268, a copy of which is attached.

This case was removed to the improper jurisdiction to the Federal Court, the U.S. District Court for the District of Colorado. It took months of briefing before the US Court agreed with me in their case number 14CV2955 assigned to Sr. Judge John L. Kane, that the State had the proper jurisdiction and it was remanded back to the State Court on February 27, 2015. That decision established Colorado Case law that the State Courts have jurisdiction on litigation against Colorado insurers.

After its return to the State Court, it went nowhere under Judge Michael McHenry and the case was dismissed on November 17, 2016, a ruling far beyond the discretion of the Court. Had Judge McHenry not illegally dismissed my case this entire fraud scheme might have come to an end then.

I moved our Attorney General stop this fraud scheme but she failed to act.

USAA went on to brag about their profitability. Should my case have stopped this underinsurance fraud then as it should have, this massive insurance fraud might have been avoided. Insurers were quick to adopt any scheme they could profit from with their utilization of modern technology such as Eagle View they can see in detail the intended risk and can properly evaluate the replacement cost of the structure to within 5% of its true replacement cost.

Our new insurance law will not help the victims of the Marshal fire but our legal system certainly can.

Insurers are also moving cases from the State Courts to the Federal Courts to escape our regulatory mechanism. I have been successful in securing a remand back to the State Court and will stop further abuses. See the attached motion on the Borgstrom claims.

I propose that CBS television, Channel 4 and nationally report to the entire nation this under insurance scheme so it doesn't occur elsewhere. I and my Associates at no cost will analyze the policies of our local victims to determine the true amount for which their property should have been insured for.

Armed with that information I know of quality attorneys that can proceed with a well-deserved recovery and it can be done before the two-year suit against as clause kicks in December 30th, 2023.



Donald Fymbo  
Colorado's Senior Public Adjuster

# 'There should have been a failsafe': Marshall Fire victims say they are massively underinsured

## State is analyzing policy limits

In the days and weeks after the fire, most Marshall Fire victims assumed their home insurance policies would cover the full cost to rebuild but have recently learned their coverage is falling short. The state is actively working to figure out how large the underinsurance problem really is.



# Colorado Division of Insurance releases underinsurance estimates for Marshall Fire homeowners

Only 8% of homeowners who lost homes had guaranteed



By: Blair Miller

Posted at 12:21 PM, Apr 26, 2022 and last updated 12:24 PM, Apr 26, 2022

DENVER – Only about 8% of the homeowners who lost their homes in the Marshall Fire in December had full replacement insurance coverage, and the other homes were underinsured by hundreds of thousands of dollars, according to a preliminary audit done by the Colorado Division of Insurance.

The analysis done by the DOI was based off claims provided by 61 insurance companies and 951 of the 1,084 homes that were deemed total losses in the fire and straight-line wind event.

DISTRICT COURT  
COUNTY OF EL PASO  
El Paso County Judicial Bldg.,  
270 S. Tejon, P.O. Box 2980  
Colorado Springs, CO 80901

FILED IN THE DISTRICT AND  
COUNTY COURTS OF  
EL PASO COUNTY, COLORADO

JUN 24 2014

LYNETTE D. COLLINS  
CLERK OF COURT

CCW

Donald E. Fymbo, Individually, dba  
Fymbo & Associates, and as the  
Assignee of the Claims of  
Dr. Mary Harrow

*Plaintiff*

v.

USAA Property and Casualty Ins. Co.,  
a Foreign Corporation,  
*Defendant*

Court Use Only

Case No. \_\_\_\_\_

Div. \_\_\_\_ Ctrm: \_\_\_\_\_

14CV268

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**COMPLAINT AND JURY DEMAND**

COMES NOW, the Plaintiff, above named, pro se, and pursuant to the Colorado Rules of Civil Procedure, moves this Court for relief and in support would state:

**I. PARTIES AND JURISDICTION**

1. USAA Property and Casualty Insurance Company is a major insurer

providing homeowners and other first party coverages throughout the United States, which for decades was sold solely for military personnel and their families. The Insurer is a direct writer of their policies which is done from the home office in San Antonio, Texas, without agents in the states in which their policies are sold.

2. Dr. Mary Harrow is an osteopathic medical doctor, and the owner of a multi-level single family residence located at 2545 Brogans Bluff Drive, Colorado Springs, CO 80919. She is the Owner-Operator and President of the Center for Vital Health, Inc., Suite 172, 1485 Garden of the Gods Road, Colorado Springs, CO 80907.

3. Donald E. Fymbo is Colorado's senior Licensed Public Insurance Adjuster, a long standing courtroom qualified expert on the application of insurance Contracts, and has for over a quarter century testified before the Colorado legislature as to the impact of proposed insurance legislation, including HB-13-1225, enacted into law this year. He is also the Director of The Colorado Justice Project for exoneration of those wrongfully convicted. A portion of the claims of the Insured, Mary Harrow, were assigned and set over to this Assignee.

4. Fymbo and Associates Public Adjusters, solely owned by the Plaintiff, has since 1985 represented Insureds in the pursuit of their denied and underpaid claims.

This Assignment applies to Fymbo & Associates. After being advised of the under insurance on her home, the Named Insured sought out the services of Fymbo &

Associates Public Adjusters and entered into a contingency fee contract assigning a portion of claims to the Plaintiff for his services.

5. Jurisdiction is mandated to the State Courts of Colorado.

(a) Federal Courts have original subject matter jurisdiction over all cases that arise under or are based upon any federal law and none are involved here.

(b) The Federal Courts have Jurisdiction over Diverse Citizenship of Parties where there is at least \$75,000 at issue. There is no Diverse Citizenship, but a claim being asserted against an Insurance Company which has domiciled itself in the State of Colorado and is considered a citizen of the State of Colorado.

(c) The Insurer, who has multiple agents selling their insurance products throughout the State, agreed, when allowed to do business in the State of Colorado, that they would adhere to regulations of the State's Department of Regulatory Agencies, the Division of Insurance, and that any claims involving them would be heard by the State's Courts.

(d) Both Federal and Colorado law is well settled that the Federal Courts are without Jurisdiction to hear claims involving Insurers doing business in the State. Substantial case law has been recently affirmed in the State of Colorado in 13-CV-0661-WJM-MEH before Judge William J. Martinez; entitled Franklin D. Azar & Assoc. P.C. v. Farmers Insurance Exchange, and Travelers Ins. Co. filed in the United States District Court for the District of Colorado. This case was Remanded for Lack of Diversity to the Denver Court for the District on April 1, 2013. In it the



Court cited *Radil v. Sanborn W. Camps, Inc.*, 384 F.3d 1220, 1224 (10th Cir. 2004) *that the party invoking federal jurisdiction bears the burden of establishing such jurisdiction as a threshold matter."*

6. Jurisdiction and Venue are proper in the County of El Paso, State of Colorado, pursuant to C.R.C.P. Rule 98(c) as these claims arise out of the Sale of Policies and the adjustment of the loss, the subject of this legislation, that occurred in the City of Colorado Springs, Colorado.

## II. GENERAL ALLEGATIONS

7. Plaintiffs hereby incorporate 1 through 6 above, and further state:

8. As a result of advertisements and other inducements, Dr. Harrow purchased policies from USAA Property and Casualty Insurance Company for the past 23 years, as did her parents for previous decades, as they were part of the military community. Dr. Harrow had purchased a Homeowners Insurance Policy # 011835693 91 with a Policy Term of 12-28-11 through 12-27-12, known as USAA's Premium Policy, their Preferred Protection Plan, with Colorado special provisions and special loss settlement, to indemnify herself in the event of a loss, to the full replacement cost of her and its contents. That agreed amount was written in 2008 at \$580,000 replacement cost, plus inflation guard of 4 per cent a year, the contents at replacement cost to a total of \$435,000, plus additional coverage beyond these limits of \$29,000 for debris removal and an additional \$29,000 coverage for lawns, trees and shrubs.

9. The Insured and her former husband, Joel E. Palmer, fully complied with all the terms of the policy, and never requested a reduction in coverage from the original \$580,000 policy issued by the Insurer. All premiums were paid for the Premium policy and full coverage should have been in effect.

10. During the early evening hours of June 26, 2012, a horrific wild fire storm swept through the Waldo Canyon area of Colorado Springs, Colorado, totally consuming many residences, including the Insured's home, all her contents, a lifetime of personal possessions, plus all the surrounding trees, shrubs, and lawns, leaving only massive debris which was subsequently required by the City of Colorado Springs to be removed.

11. The Insured and her former husband fully complied with the Insurer's required duties after the loss by notifying the Insurer, responded to their requests, and provided telephone recorded statements, presented the damaged property and produced all documents and records not destroyed in the fire. In order to assist in the Insurer's investigation, the Insurer was given their Insured's fullest cooperation.

12. On July 12, 2012, two and a half weeks after the Loss, the Insurer advised through its in-house Adjuster, Michael Groody, that the Policy Limits on the Structure were not for the amount of the Policy had been purchased and written in the amount of the \$580,000 on the Dwelling and \$435,000 on the Contents, but that the Company had arbitrarily reduced the Policy to \$358,000 on the Dwelling

and \$268,000 on the Contents. He also advised that the Company had reduced the Contents Coverage from \$435,000 to \$268,000 and their Additional Coverages by \$22,170, a combined total difference of \$410,000 less than the Insured's agreed upon Policy that applied to her established losses documented in excess of \$1,200,000.

13. The Insurer then wrote its own Replacement Cost Estimate on the Dwelling in the amount of \$358,000 to match what they said were the new limits, when they knew that this tri-level home, with over 3,000 square feet, had a Replacement Cost, by their own estimates, in excess of \$200 per day square foot, or \$600,000, due to its luxury construction techniques. The Insurer then tendered a Draft in the amount of \$358,000 on the Dwelling, withholding over \$400,000 of its duly owed contractual benefits.

14. The Insurer claimed they had arbitrarily reduced the Insured's limits of coverage because they had received a telephone call three years earlier from the Insured's former husband allegedly advising that the Company's estimate of the square footage of the home was wrong. The Insurer made no claim that the Insured or her husband wanted to reduce the amount of the policy, that they ever objected to the amount of the Premium being charged, or wanted it reduced. The Insureds never agreed to, or authorized a limits reduction.

15. It is, and always has been, the Insurer's responsibility to accurately set the amount of the Replacement Cost, by having their Agent(s) personally inspect,

measure the risk, and accurately set the amount of proposed Replacement Cost from qualified construction cost guides. Instead, the Insurer claims one of their Direct Employees applied the wrong square footage, by accessing the Colorado Springs Assessor's website, which contained incorrect square footage in which Structures below level are not included in their assessments. One third of the Insured's home was below ground level.

16. As a direct result of this severe underwriting error, occurring in the absence of an agent, with no one representing the company never inspected the Insureds' home to determine its condition or value. The Insurer had reduced their Policy from \$580,000 to \$358,000 and other Coverages by the same percentage.

17. In December 2011, with Dr. Harrow being the sole Named Insured following her divorce, she applied for a Renewal Policy with a professional appraisal of \$517,000 at Replacement Cost and, in an extremely soft real estate market at that time, a market value evaluation of \$450,000. The market has since rebounded and the home would now have a current market value of \$600,000.

18. Mortgagors require a minimum of 125% of the amount of market value to make certain the insurance on the structure is more than adequate to rebuild the structure, thus protecting their loans. When the new Policy was written about 6 months before the loss, the Insured provided an accurate appraisal of the home's value to her Mortgagor, US Bank, but the Mortgagor apparently failed to provide these appraisals to the Insurer or require the Insurer to properly insure the home,

even for the loan protection.

19. The Insured believed the Insurer had continued to insure the home in the amount of the Original Policy of \$580,000, as the various Coverages on the Declarations Page total approximately that amount. It is typical of Insureds not to be able to understand the complex language within their insurance policies.

20. It is incumbent upon an Insurer to adequately and accurately set their Policyholder's Replacement Cost value as clearly set out by the Policy provisions. It is the industry standard that any Structure to be insured must be personally inspected, photographed, accurately physically measured and the various specific construction techniques applied to properly set its true Replacement Cost. The Insurer has no Agents on the ground. The Insured's home was never inspected, never measured, and all the proper underwriting procedures standard to the industry were violated and/or ignored.

21. The insuring agreement provides that upon the Annual Renewal of the Policy, the Insurer will re-evaluate the risk to make sure that adequate Coverage is provided. In the absence of an Agent to provide this Policy requirement and in disregard to the standard of the industry, no one ever contacted the Insured to go over her Coverage upon Renewal, or the gross underwriting errors of the Insurer would have been discovered in reducing her Policy or in writing a new Policy.

22. This Premium Home Protection Policy purchased by the Insured under (3), Home Protector coverage states:

*"You agree (a) to insure your home for full replacement cost*

*at the time this policy is issued."*

Clearly stated in the insurance agreement, the Insured must comply with the Insurer's evaluation of the Replacement Cost. The Insurer sets the Replacement Cost of the Structure, on which other Coverages are based, and the Insured is mandated by the Policy language to comply with the Insurer's decision as to the Replacement Cost, and pay the Policy Premium dictated for that Replacement Cost.

23. The Insured's Policy under Paragraph 17 of the insuring agreement prohibits the Insurer from reducing the Insured's Coverage without the Insured's specific consent, which would clearly have to be in writing. The Insured's Policy states:

*"These amounts will not be reduced without your consent."*

Yet the Insurer reduced the Coverage without the Insured's knowledge or consent.

24. Colorado law also prohibits the very type of Coverage reductions which have occurred here.

*Colorado 2011. In the context of insurance policy renewals, the general rule require insurers to state limiting conditions in policies in clear and unequivocal language is especially important, requiring an insurer to provide adequate notice to an insured of any reduction of coverage in the policy. Also, if an insurer fails . . . to provide adequate notice of a reduction in coverage . . . the insurer is bound by the greater coverage of the earlier policy.*

25. Also, Colorado law prohibits a decrease in Coverage, previously provided under C.R.S. 10-4-110.5 and other statutes. There are homeowner statutes under C.R.S. 10-4-110 and a multitude of Colorado case law, in addition to our Consumer Protection Act, that supports that an Insurer cannot arbitrarily reduce Coverage

without the Insured's consent.

26. The State of Colorado's Department of Regulatory Agencies, Division of Insurance has long established rules, including Amended Regulation 5-1-14, Penalties for Failure to Promptly Address Property and Casualty First Party Claims. And under C.R.S. 10-3-1110(2), requiring timely decisions and payment of benefits, and the Defendant Insurer has violated these statutory provisions. Over the two year period following the loss, Fymbo & Associates presented all of these arguments to the Defendant to no avail.

27. The insurer failed to make a good faith offer to restore the Policy they had arbitrarily reduced within 60 days after receipt of this valid claim in direct violation of Colorado statute to cover the Structural loss of \$580,000, the contents loss of \$596,765, plus the Insureds out of pocket expenses of \$31,147.24 for debris removal.

28. A year following this loss, Colorado's second largest wildfire again occurred in Colorado Springs, which destroyed over 500 homes in the Black Forest area with many of these homes insured by the Defendant. A highly disproportionate number of homes insured by the Defendant were found to be grossly underinsured, leaving their USAA policy holders millions of dollars short of paying their losses; far too many in fact to have resulted from even gross company underwriting errors, reflecting a standard company policy of deliberately undervaluing their Insureds homes.

29. With the intentional under evaluation of their Insureds property, this Insurer can offer more competitive premium in the marketplace allowing the company to write more business increasing their market share; while at the same time increasing their profitability by earning more premiums while providing less coverage. The result is this Insurer, through devaluation of their Insureds Replacement Costs, has dramatically increased their earnings, while devastating those devalued policyholders with underinsured losses.

30. The Company has also been greatly expanding in the financial market place, while enjoying a much greater market share as they no longer only offer their products solely to military personnel and their families, but additionally to the general public.

31. The Defendant has found additional illegal means to enhance their profitability. On September 21, 2012, when they finally paid their evaluation of the structural loss , they issued their Draft #76023290 in the amount of \$389,874.29, a copy of which is attached as Exhibit 1, which included Fymbo & Associates name. Although this Draft was never negotiated and a replacement draft was issued without the Plaintiff's name, USAA sent to the IRS a false 1099 stating that <sup>Exh. 3</sup> Fymbo & Associates was an expense with taxable earnings of \$325,334.29 in 2012, the full amount of that uncashed check. Converting claim payments to a company expense further enhanced the company's profitability.

32. DORA, the Colorado State Regulatory Agency of the Division of



Insurance was fully advised through the Insured's numerous complaints of facts stated herein, yet on May 13, 2013, they nor the Colorado Department of Law whose letter is attached as Exhibit 2 took no action against this Insurer.

Coincidentally, when a number of complaints were sent to the Division of Insurance in June 2013, Commissioner Riesberg unexpectedly resigned. **Ex 4**

33. Both the Plaintiff and the Insured testified on the Colorado Insurance Reform Bill HB 13-1225, passed into law this year extending the length of time for action.

### III. FIRST CLAIM FOR RELIEF - BREACH OF CONTRACT

34. Plaintiff hereby incorporates Items 1 - 33 above, and further states:

35. The specific language of the insuring agreement was breached by Defendant insurer, as the policy provisions for setting the replacement cost and the standard underwriting procedures of the industry were violated. The insured also violated the terms of its policy and Colorado statute which prohibits a reduction in coverage. Despite full documentation and repeated demands by the Insureds through their Public Adjuster, the Defendant refused to pay their duly owed contractual benefits in violation of both the terms of the insurance policy and the laws of the State of Colorado, including

but not limited to, C.R.S. 10-4-1104(h)III through XXIII. As a result, Plaintiff has been damaged.

36. *The standard of care in the first-party context, as here, was articulated by the Colorado Supreme Court in Travelers Co. v. Savio, 706 P. 2d 1958 (Colo. 1985). In Savio, the supreme court concluded that, in the first-party context, an insured must prove that (1) the insurer's conduct was unreasonable, and (2) the insurer either had knowledge of or reckless disregard for the fact that its conduct was unreasonable. Savio, 706 P. 2d at 1275; see also Dale v. Guar. Nat'l Ins. Co., 948 P. 2d 545, 551 (Colo. 1997).*

**IV. SECOND CLAIM FOR RELIEF -**  
**BAD FAITH BREACH OF CONTRACT**  
**PURSUANT TO ASSIGNMENT**

37. Plaintiff hereby incorporates Items 1 - 36 above, and further states:

38. The breach described herein, including the under valuing of the insured's property to acquire a higher premium of dollar for the coverage provided, was done in a reckless disregard of the insured's property rights under the insuring agreement, and is in direct violation of one or more of Articles II-XVII of Colorado's Fair Claims Practices Act, C.R.S. Title 10, Insurance 10-3-1104(h), which establishes the Standard, the violation of

which constitutes a "Bad Faith" breach of contract. Violations of C.R.S. 10-3-1113(4) are the Standard for the Tort of Bad Faith Breach of Contract.

39. The violation of which applies to an insurance contract is well established by Colorado Case Law.

40. The insurer also specifically breached C.R.S. 10-3-1140(h) VII by compelling their insured to institute litigation to recover amounts owed under the policy of insurance, establishing a cause of action for punitive damages.

**V. THIRD CLAIM FOR RELIEF -  
BREACH OF FIDUCIARY DUTY**

41. Plaintiff hereby incorporates Items 1 - 40 above, and further states:

42. Defendants actions constitute an intentional Breach of the Insuring Agreement to Dr. Mary Harrow and portions of which was Assigned to the Plaintiff. The contractual expectation of interest traditionally is conceived in the term of a promisee's expectation of receiving the promised benefit of the contract. The Insurer wrote all the terms of the insuring agreement, yet violated those terms of their own agreement. No one might argue that due to their wealth and power far beyond that of their Insureds, that they do not owe the Insured a Fiduciary Duty as the Insurer controls the

Insureds expected benefits. The duties of a Fiduciary as it applies to an Insurer are defined by Chapter 26 of the Colorado Jury Instructions: 26:1, Elements of Liability, 26:2, Fiduciary Relationship Defined, and 26:4 Duties of a Fiduciary Defined. An Insurer in Colorado is clearly defined as having a Fiduciary Duty to their Insured.

**VI. FIFTH CLAIM FOR RELIEF**  
**VIOLATION OF STATUTE C.R.S. 10-3-115 AND**  
**C.R.S. 10-3-116: UNREASONABLE DENIAL OR**  
**DELAY OF CLAIMS PROHIBITED**  
**PURSUANT TO ASSIGNMENT**

43. Plaintiff hereby incorporates Items 1 through 42 above, and further states:

*44. In 2008, the General Assembly enacted sections 10-3-1115 and 10-3-1116, which became effective as of August 5, 2008. Section 10-3-115 concerns the 'improper denial of claims.' Subsection (1)(a) provides:*

*A person engaged in the business of insurance shall not unreasonably delay or deny payment of a claim for benefits owed to or on behalf of any first-party claimant.*

*Subsection 10-3-1116 concerns 'remedies for unreasonable delay or denial of benefits.' Also, Subsection (1) provides that a first-party claimant whose claim for payment of benefits has been unreasonably delayed or denied may bring an action in a district court for reasonable attorney fees and court costs and two times the amount of the benefit.*

*The determination of whether the insurer's delay or denial was unreasonable shall be based on whether the insurer knew that its delay or denial was unreasonable or whether the insurer recklessly disregarded the fact that its delay or denial was unreasonable.*

45. The Defendant has breached the statutory Standard of Liability pursuant to 10-3-111 and 10-3-1116.

**VII. SIXTH CLAIM FOR RELIEF : VIOLATIONS OF  
COLORADO'S CONSUMER PROTECTION ACT,  
C.R.S. 6-1-101 ET SEQ. AND C.R.S. 6-1-105  
AS IT APPLIES TO PLAINTIFF'S ASSIGNMENT**

46. Plaintiff hereby incorporates Items 1 through 45 above, and further states:

47. This Insurer used deceptive trade practices enumerated under C.R.S. 6-1-105(1)(e)(i) and (u) and fraudulent acts, as this Act applies to the claims described herein.

48. Defendants made multiple violations of Colorado's Consumer Protection Act, C.R.S. 6-1-101, et seq, which entitle the Insureds and the Assignee, the Plaintiff, to damages pursuant to C.R.S. 6-1-113(1) and triple damages as allowed by law.

45. Many of the actions of the Defendants described herein are in direct violation of Colorado's Consumer Protection Act, 6-1-101, et seq and fraud statutes, inviting the endorsement of these statutes by Colorado's Attorney General and the El Paso County's District Attorney pursuant to C.R.S. 6-1-112(1) and (2). The Statutes support the appropriate forfeiture and payment to the Fund of the State civil penalties in an amount not to exceed \$2,000 per violation and not to exceed \$10,000 per violation committed against an elderly person, pursuant to C.R.S. 6-1-112(3).

**VIII. SEVENTH CLAIMS FOR RELIEF: CLAIMS OF FRAUD  
AGAINST DONALD E. FYMBO dba FYMBO & ASSOCIATES**

46. Plaintiff hereby incorporates 1 through 45 above, and further states:

47. As a result of the false 1099 provided to the IRS claiming earnings in the amount of \$325,334.29 for the 2012 tax year, the IRS has taken action against the Plaintiff garnishing a portion of his monthly Social Security check, even though Plaintiff has disavowed these earnings from USAA and even filed a tax suit as a disclaimer.

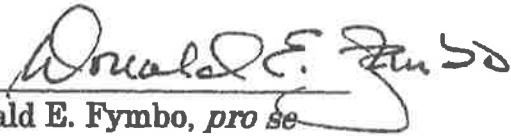
**IX. SEVENTH CLAIM FOR RELIEF:  
ATTORNEY FEES AS SET OUT BY STATUTE**

48. Plaintiff hereby incorporates Items 1 through 47 above, and further states:

49. Plaintiff moves this Court for Attorney Fees, as prescribed by Statute and to sufficiently recover the costs of bringing this Action under C.R.S. 6-1-113(4) and for costs and attorney fees as set out under C.R.S. 10-3-1116.

THEREFORE, Plaintiff moves this honorable Court for an Award of Damages on these well-founded Claims for Relief and an Award of Attorney Fees pursuant to statutes, and moves that this Claim be tried before a Jury of Six (6).

RESPECTFULLY SUBMITTED this 24 day of June 2014.

A handwritten signature in cursive script that reads "Donald E. Fymbo". The signature is written in black ink and is positioned above a horizontal line.

Donald E. Fymbo, *pro se*  
Assignee to Claims by Dr. Mary Harrow

<http://www.mysanantonio.com/business/article/USAA-profitable-despite-nature-4363818.php>

## USAA profitable despite nature

By Patrick Danner Updated 7:42 pm, Monday, March 18, 2013

**California oil regulators acknowledge oversight failings**

**Governor signs bills in aftermath of Santa Barbara oil spill**

**Walker makes pitch for opening ANWR to Obama administration**

**High-tech firm's plans to make drones in NY spark questions**

**NY governor: Denying global warming isn't a survival plan**

USAA posted its second-highest annual profit last year despite it being the second-worst year for insurance-related catastrophes in its 91-year history.

The San Antonio financial services and insurance company also reported its net worth rose about 10.5 percent from 2011 to a record \$22.1 billion at the end of last year.

Citing demand for its products, USAA is about to embark on an expansion that will increase its workforce by almost 15 percent by the end of 2015. Up to 1,000 jobs will be added in San Antonio, where it employs about 16,400 people.

The company registered another strong performance in 2012. USAA recorded revenue of \$20.7 billion, up almost 9 percent from \$19 billion in 2011. It had net income of \$2.8 billion last year, up a third from \$2.1 billion in 2011.

"By any standard, 2012 was a very successful year, thanks to our loyal members, dedicated employees and prudent financial management," USAA President and CEO Jr. said Monday in its annual report to members.

USAA reported \$1.1 billion in catastrophe losses on 196,000 claims last year. Only 2011, with \$1.4 billion in losses, was higher.

Weather-related catastrophes that affected USAA customers last year included Hurricane Sandy and the Waldo Canyon fires in Colorado, USAA Chairman said in the same report.

"Ninety-eight percent of our members remained with USAA in the past year — and 95 percent say they intend to be members for life," Lyles said.

Home and condo owners in Texas, though, saw their rates climb 15.7 percent as the result of three rate increases that USAA instituted over 14 months in 2011 to 2012.





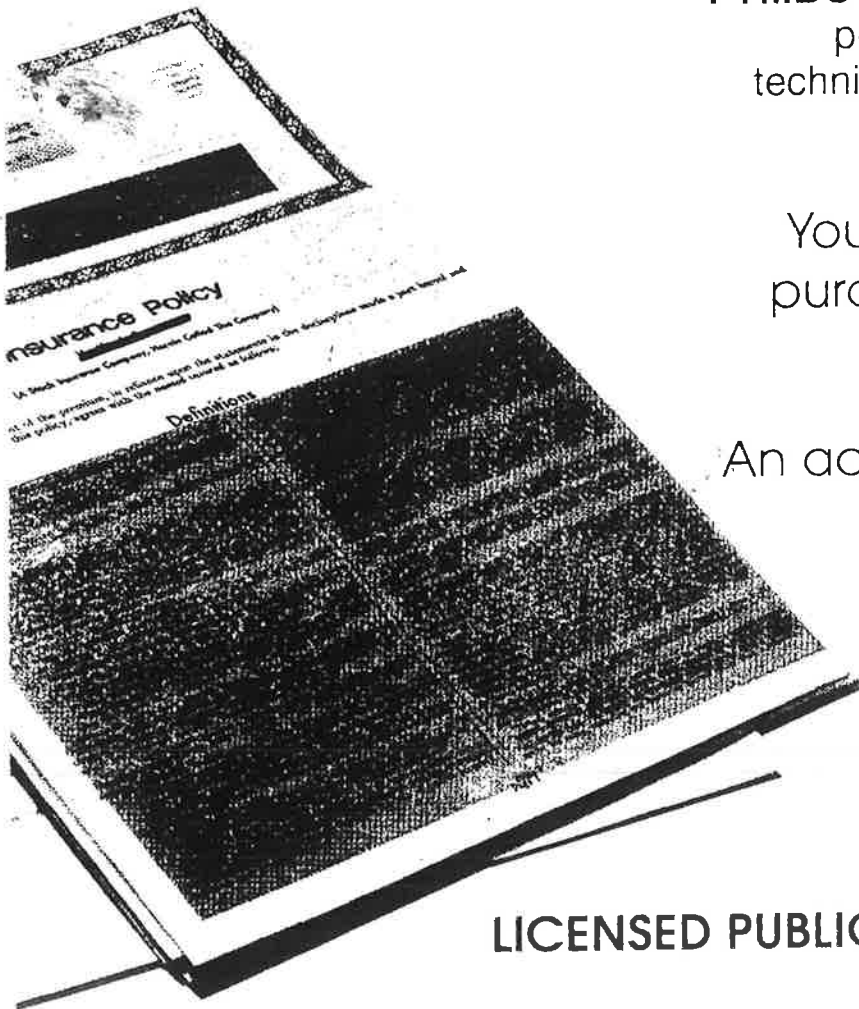
**Donald Fymbo & Associates** is the nation's most highly publicized authority in the profession of public insurance adjusting. It has a reputation for responsive, skillful and professional assistance to policyholders in claim settlements.

In the aftermath of property damage, determining the insurable value and loss of property can take on complex dimensions. Fymbo and Associates has built a national reputation on responsive, skillful and professional assistance to policyholders in claim settlements. Fymbo and Associates is the nation's most highly publicized authority in the profession of public insurance adjusting. Our staff is dedicated to recovering the full amount the insured is entitled to and expediting the insurance claim, enabling clients to begin the rebuilding process more quickly.

**FYMBO AND ASSOCIATES** are accredited public adjusters with a staff of skilled technicians to handle your claim from the time of loss to settlement.

Your insurance protection was purchased to provide financial protection against loss.

An accredited adjuster prepares your claim for a maximum payment under the terms of the policy when a loss occurs.



**LICENSED PUBLIC ADJUSTERS \_\_\_\_\_ BONDED**

AT NO COST

# COURT ROOM QUALIFIED EXPERT

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