IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

ERNESTINE BELL, ALICIA STUART, AND DAVID MOHUN, INDIVIDUALLY, AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,	§	
Plaintiffs,	§	
v.	§	CAUSE NO: 3:26-cv-00271
TEXAS WINDSTORM INSURANCE ASSOCIATION, HANSEN SCOTT HOLDINGS, LLC, SUCCESSOR TO AND FORMERLY KNOWN AS LEADING EDGE CLAIMS SERVICE, LLC; RYZE CLAIMS SOLUTIONS, LLC, DAVID R. DEVILBISS; JAMES JARASCZESKI; AND DOES 1-20,	§	
Defendants	§	

PLAINTIFFS' ORIGINAL CLASS ACTION COMPLAINT

TO THE HONORABLE JUDGE OF THIS COURT:

COME NOW, Plaintiffs Ernestine Bell ("Bell"), Alicia Stuart ("Stuart"), and David Mohun ("Mohun"), (collectively "Plaintiffs"), individually and on behalf of the proposed Class, and file this Original Class Action Complaint against the above-named Defendants. Plaintiffs allege matters concerning themselves and their claims on personal knowledge and on documents produced from TWIA's and its vendors' claim systems. Matters concerning Defendants' internal operations, other insureds, system architecture, intent, communications, and the full class population alleged on information and belief because those matters are peculiarly within

Defendants' possession. Plaintiffs expect to amend after native-file, database, custodial, and transmission discovery.

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I. INTRODUCTION

1. Hurricane Beryl damaged the homes of Plaintiffs Ernestine Bell, Alicia Stuart, and David Mohun. Each Plaintiff then turned to the Texas Windstorm Insurance Association ("TWIA") and made claims for coverage of their damage. Plaintiffs allege the claim records reveal

a fraudulent scheme to wrongfully reduce the amount of money owed to Plaintiffs: Defendants secretly used materially revised estimates—presented under the field inspector's name—to calculate and communicate less in covered benefits than the real/original inspection-supported scope would have produced. This case is not based on an ordinary dispute over price, judgment, or coverage. It is based on the use of interstate communications to conceal who made economically decisive changes to claim estimates and to obtain resulting savings. The Plaintiffs seek to hold TWIA and other Defendants accountable for their alleged criminal conduct, to wit, participating in a coordinated illicit claims-processing scheme across state lines that constitutes interstate wire fraud in violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, 1962 and 1964, et seq.

2. This lawsuit is therefore about more than an ordinary disagreement over the cost of storm repairs. The claim files presently available for Ernestine Bell, Alicia Stuart, and David Mohun show the same basic sequence. First, a field adjuster inspected the hurricane-damaged property and prepared an estimate. Next, another user took electronic control of the estimate and secretly and wrongfully deleted or reduced portions of the repair work. TWIA then reviewed, confirmed and approved the altered lower estimate to calculate the policyholder's payment. Yet the estimate sent to the policyholder continued to identify the original field adjuster and represent that the estimate was the original and did not clearly disclose who made the later changes or how much damages had been removed.

3. Below is a chart illustrating TWIA's dramatic and illicit reductions of Plaintiffs' estimated losses in unlawful collaboration with its outside adjusting firms which fraudulently and wrongfully reduced the amount of money owed to Plaintiffs.

DRAMATIC REDUCTION IN INSURANCE ESTIMATES

Original Field Adjuster Estimates vs. Wrongfully Altered Estimates

CLAIM	ORIGINAL FIELD ADJUSTER ESTIMATE *(Prepared by Field Adjuster)*	WRONGFULLY ALTERED ESTIMATE *(Without Consultation)*	REDUCTION AMOUNT	PERCENT REDUCTION
STUART	$90,948.48	$30,816.74	-$60,131.74	66.12% REDUCTION
MOHUN	$55,406.38	$31,012.95	-$24,393.43	44.04% REDUCTION
BELL	$22,463.85	$10,389.31	-$12,074.54	53.73% REDUCTION

4. Plaintiff alleges that Defendants repeatedly used this electronic process, together with interstate mail and electronic communications, to make the reduced estimates appear to be the work of the field adjusters who inspected the properties. Defendants intended for this to induced policyholders to accept smaller payments while concealing who actually made the changes that reduced their claims. Plaintiff therefore seeks relief under the federal RICO on behalf of a proposed class. Plaintiff does not rely on violations of Texas insurance law as the predicate acts for the RICO Act claim and does not seek to replace Texas's statutory insurance system.

5. Hurricane Beryl developed into an unusually powerful early-season Atlantic hurricane before entering the Gulf of Mexico and turning toward Texas. On July 8, 2024, Beryl regained hurricane strength and made landfall near Matagorda, Texas, at approximately 3:40 a.m. Central Daylight Time. The National Hurricane Center's post-storm report placed Beryl's landfall winds at approximately 92 miles per hour, making it a Category 1 hurricane.

6. Wind measurements show how severe and widespread the storm was. A private weather station at Matagorda Camp measured sustained winds of approximately 82 miles per hour and a peak gust near 98 miles per hour. A Harris County Flood Control District station reported a gust near 97 miles per hour. At 8:00 a.m. on July 8, the National Hurricane Center reported a 94-mile-per-hour gust at Freeport and sustained winds of 73 miles per hour at the entrance to Galveston Bay. Beryl created a sudden, geographically concentrated catastrophe within TWIA's core territory.

7. Beryl caused a sudden and geographically concentrated disaster in the heart of TWIA's coverage territory. TWIA provides windstorm and hail coverage to coastal property owners who cannot obtain that coverage in the regular insurance market. As a result, thousands of coastal policyholders entered the same centralized TWIA catastrophe-claims system after Beryl made landfall.

8. TWIA could not inspect and process that volume of claims using only its permanent staff. Its catastrophe plans describe a system that expands after a major storm by using TWIA employees, temporary personnel, outside contractors, and approved vendors. Under that system, TWIA gives vendors projected claim counts and locations, determines how many field adjusters and desk examiners are needed, and tracks the staffing promised by each adjusting firm.

9. Insurance adjusting is regulated in Texas. With limited statutory exceptions and temporary emergency procedures, a person acting as an insurance adjuster must hold an appropriate license or authorization recognized by the Texas Department of Insurance. Texas permits trainees and emergency adjusters, but those individuals must still operate within rules governing sponsorship, supervision, registration, or temporary authorization.

10. An applicant for a Texas all-lines adjuster license generally must pass the state examination or qualify for an exemption by completing an approved adjuster course or training program. A prelicensing program used to obtain the examination exemption must provide at least forty hours of instruction and test the applicant's knowledge of required adjusting subjects.

11. TWIA requires additional training for the people working within its catastrophe system. Its catastrophe plan identifies online training for field adjusters and calls for orientation and instruction on TWIA's procedures and electronic workflow. The plan also requires employees and contractors to acknowledge ethics policies and receive training on the deadlines that govern claim handling.

12. After a field adjuster prepared an estimate, TWIA's electronic system allowed other users—including supervisors, reviewers, desk examiners, and TWIA personnel—to receive, edit, approve, and transmit it. TWIA's catastrophe plan also calls for quality-control review, monitoring of desk examiners, and reinspection of properties to evaluate field-adjuster performance. Thus, even when an outside firm conducted the inspection, TWIA retained access to the system, the ability to review the work, and final authority over the claim decision.

13. Plaintiff does not allege that hiring outside vendors was itself improper. Nor does Plaintiff claim that every review, correction, or collaboration amounts to racketeering. Legitimate review is an important part of quality control. The wrongdoing occurred when substantial reductions were made after the inspection and the reduced estimate was then sent under the field adjuster's name without clearly identifying the person who actually changed it, the work that was removed, or the fact that the inspector's original estimate had been displaced.

14. The Bell, Stuart, and Mohun files matter because they show the same sequence inside TWIA's catastrophe system: a field inspection; a larger original estimate; transfer of

electronic control to another user; deletion or reduction of covered repair work; approval through the adjusting-firm and TWIA review process; and delivery of the reduced estimate under the original field adjuster's name.

15. Plaintiff alleges on information and belief that TWIA's vendor contracts, training materials, workflow rules, audit logs, user permissions, editing histories, quality-control records, estimate versions, and claim communications will show whether this process was authorized, standardized, monitored, repeated, or concealed in other Hurricane Beryl claims. Defendants possess most of those records, and the same categories of evidence can be used to determine whether the practice affected the proposed class.

16. The claim files presently available for Ernestine Bell, Alicia Stuart, and David Mohun reflect the same material sequence. A field adjuster named Lee Olivares would inspect hurricane-damaged property located in Texas and prepare an estimate using the software Xactimate. See the attached Affidavit of Lee Olivares, TWIA 1-79. That estimate would be transmitted by Mr. Olivares using the internet to the supervising adjuster David DeVilbiss in Ohio, who would then assume electronic control of the estimate. David DeVilbiss would then alter the Xactimate estimate prepared by Lee Olivares to reflect a lower repair estimate. Instead of showing that David DeVilbiss's reductions to Olivares' estimate were made by Mr. DeVilbiss, at all times, David Devilbiss would present this altered report as Olivares' original report. David DeVilbiss would then upload and/or transmit the altered Xactimate estimate via Xactimate, across state lines to employees of TWIA in Texas. TWIA accepted, approved, and used the reduced estimate to calculate benefits while the claimant-facing document continued to identify the original field adjuster Lee Olivares as the estimator and did not conspicuously disclose the later editor David

DeVilbiss or the extent of the revisions. That revised product would then be submitted and processed through the claims system.

17. Defendants used this recurring electronic workflow, together with interstate wires and the United State Mail Services, to materially reduce estimates while giving the appearance of independent field-adjuster authorship in order to induce policyholders into accepting reduced claim payments. Plaintiff therefore seeks relief under the federal RICO Act on behalf of a proposed class.

18. On July 9, 2024, a presidential declaration of a major disaster was issued by President Joe Biden [Internal Agency Docket No. FEMA-4798-DR] under the Robert T. Stafford Disaster Relief and Emergency Assistance Act 42 USC 5121, et seq.

19. TWIA could not inspect and process that volume using only a small permanent staff. Its catastrophe plans instead describe a scalable enterprise model that activates internal employees, temporary personnel, outside contractors, and approved vendors according to projected claim volume and loss complexity. The plan calls for TWIA to notify vendors of claim projections, locations, and staffing models; compare available capacity against required field adjusters and desk examiners; and track each firm's resource commitments.

20. TWIA's electronic process then permitted other users—including supervisors, reviewers, desk examiners, and TWIA personnel—to receive, collaborate on, edit, approve, and transmit those estimates. TWIA's catastrophe plan calls for quality-assurance review, evaluation of desk-examiner handling, and deployment of re-inspectors to monitor field-adjuster performance. TWIA thus retained system access, review mechanisms, and ultimate authority over the claim decision even when inspection or estimate preparation was performed by an outside firm.

II. NATURE OF THE ACTION

The Storm Was an Act of Nature -- The Fraud and Conspiracy Were a Choice

21. This action concerns repeated claims-production method, not merely a disagreement about construction pricing or storm causation. The available electronic history reflects that an adjuster, to wit: Lee Olivares, personally inspected an insured property created a detailed estimate; a different user, to wit: David DeVilbiss, later acquired ownership of or collaboration access to that estimate; David DeVilbiss secretly and materially altered the scope and value and uploaded that secretly altered estimate using the internet to cross state lines; TWIA personnel reviewed, audited and approved the revised product; and a claimant-facing estimate continued to falsely represent that it was the original unaltered estimate without conspicuously identifying the person who performed the material revisions.

22. The deception lies in the authorship, provenance, and integrity of the claim instrument. An insured receiving a technical estimate under the original inspecting adjuster's name reasonably understands that the displayed scope substantially reflects that adjuster's first-hand observations and professional conclusions. That representation is materially different from a document whose economically decisive scope was removed by a non-inspecting reviewer and whose audit history remained hidden from the insured.

23. Defendants devised and executed a scheme to obtain money and property—namely, reduced claim payments that TWIA would otherwise have been obligated to pay—by means of material false pretenses, representations, and omissions. The scheme consisted of:

(a) field adjusters physically inspecting properties and preparing estimates in Xactimate/XactAnalysis;

(b) non-inspecting reviewers, including Defendant DeVilbiss, assuming electronic ownership or collaboration rights and fraudulently and materially reducing the scope and value of those estimates;

(c) forwarding the wrongfully altered estimates through the system while the claimant-facing documents continued to identify the original field adjuster as the estimator without conspicuous disclosure of the later editor, the ownership transfer, the magnitude of the reductions, or the fact that the inspecting adjuster's original scope had been displaced; and

(d) TWIA's use of those falsely attributed instruments to calculate and communicate reduced benefits. The false attribution and concealed edit history were material because an insured receiving a technical estimate under the inspecting adjuster's name reasonably understands that the displayed scope substantially reflects that adjuster's first-hand observations and professional conclusions; a document whose economically decisive reductions were performed by a non-inspecting reviewer is materially different.

24. Plaintiff Bell's produced XactAnalysis audit records identify field adjuster Lee Olivares as the initial owner and estimator. They then identify David R. J. DeVilbiss, using the DAVIDRJM account, as an owner/editor who made a recorded single-step reduction from $26,235.85 to $10,111.03 at 11:34:55 a.m. on August 9, 2024. The system recorded that event as a 61.5% reduction. The final claimant-facing estimate nevertheless continued to name Olivares as estimator with no indication of alteration or reduction for the insured, Plaintiff bell, to see

25. The challenged workflow was capable of producing immediate economic consequences because TWIA used the approved yet altered estimate as a claim-valuation instrument. The altered scope fed the replacement-cost, depreciation, deductible, and actual-cash-

value calculations used to determine what TWIA would pay. The fraud therefore did not merely induce silence or delay; it changed the monetary input used to calculate benefits.

26. Available records concerning Alicia Stuart and David and Kristen Mohun reflect similar combinations of the same field adjuster, the same or related reviewing personnel, the same vendor/TWIA workflow, materially altered estimate values, and claimant-facing attribution that did not conspicuously reveal any alternation or the non-inspecting editor.

27. Plaintiffs bring federal claims under 18 U.S.C. §§ 1962(c), 1962(d), and 1964(c), based on mail and wire fraud under 18 U.S.C. §§ 1341 and 1343.

28. Plaintiffs seek compensatory and statutory relief for direct injury to property—money withheld through use of the challenged claim instruments—together with the class procedures authorized by Federal Rule of Civil Procedure 23.

III. PARTIES

29. Plaintiff Ernestine Bell is a citizen of Texas and an insured under TWIA Policy No. TWRD0000619955 for property located at 16704 Ponce De Leon, Jamaica Beach, Galveston County, Texas 77554. Her Hurricane Beryl claim was assigned Claim No. 1201253.

30. Plaintiff Alicia Stuart is a citizen of Texas and an insured under TWIA Policy No. TWRD00001094575 for property located at 1820 Market Street, Galveston, Texas 77550. Her Hurricane Beryl claim was assigned Claim No. 1196488.

31. Plaintiff David Mohun is a citizen of Texas and an insured under TWIA Policy No. TWRD0000713215 for property located at 22306 Isle View Drive, Galveston, Texas 77554. His Hurricane Beryl claim was assigned Claim No. 1196371.

32. Defendant Texas Windstorm Insurance Association ("TWIA") is an insurance company doing business in the State of Texas which issues windstorm insurance policies in the

State of Texas. TWIA issued the Plaintiffs' policies, retained ultimate authority over coverage and payment, maintained or controlled material portions of the claim record, approved the revised estimate, and sent or caused to be sent the claimant-facing determination and estimate package. TWIA is not a political subdivision of the State of Texas.

33. Defendant Hansen Scott Holdings, LLC ("Hansen"), as successor to and formerly known as Leading Edge Claims Service, LLC ("Leading Edge"), is liable for the acts and omissions of Leading Edge through its contract with TWIA to furnish field-adjusting, estimating, supervisory, quality-control, or related claim services. Hansen is a Texas limited liability company and has its principal office and place of business in Colley, Texas. Hansen may be served process through its agent for service: InCorp Services Inc., 815 Brazos St. Ste 500, Austin, TX 78701.

34. Defendant Leading Edge Claims Service, LLC ("Leading Edge"), now known as Hansen Scott Holdings, LLC, contracted with TWIA to furnish field-adjusting, estimating, supervisory, quality-control, or related claim services. Leading Edge is a Texas limited liability company and has its principal office and place of business in Colley, Texas. Leading Edge may be served process through its agent for service: InCorp Services Inc., 815 Brazos St. Ste 500, Austin, TX 78701.

35. Defendant Ryze Claims Solutions, LLC ("RYZE") is the owner of Defendant Leading Edge Claims Service now known has Hansen Scott Holdings, LLC, having acquired Leading Edge Claims Service, LLC in 2025. RYZE is an Indiana limited liability company and has its principal office and place of business in Tampa, Florida, and its Managers in Florida and Indiana. RYZE may be served process through its agent for service: Corporation Service Company d/b/a CSC-Lawyers-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

36. Defendant David R. J. DeVilbiss ("David DeVilbiss") on information and belief is a citizen of Ohio, and is identified in the Bell XactAnalysis audit history as a user associated with the DAVIDRJM account who assumed ownership of, altered, and returned Bell's estimate. On information and belief, he acted for Leading Edge and participated in other claims using the same review method. David DeVilbiss may be served process at: 21 S Plum, Germantown, OH 45327.

37. Defendant, James Jaraczeski, who on information and belief is a Texas citizen, is identified in the Bell claim materials as a TWIA reviewer or collaborator who accepted the revised estimate and caused it to be marked Review Accepted, Reviewed, QA Approved, and Client Approved. Plaintiffs will supplement with service information.

38. Defendants 1-20 (Doe's) are presently unidentified officers, managers, reviewers, system administrators, contracting entities, and other persons who knowingly designed, directed, implemented, approved, transmitted, or concealed the challenged workflow. Plaintiff will seek leave to substitute their true names when discovery permits.

39. Charles Edward "Chip" Devilbiss ("DeVilbiss") is the Senior Claims Manager for Defendant Texas Windstorm Insurance Association (TWIA) and is brothers with Defendant David DeVilbiss. Chip DeVilbiss is also the brother-in-law to Shelly DeVilbiss, and upon information and belief Shelly also altered and modified estimates for Defendants TWIA and Leading Edge. Defendant Leading Edge is a preferred vendor and approved contractor of Defendant TWIA. In recent years Leading Edge has provided TWIA certification training for adjusters. Upon information and belief, Chip DeVilbiss has previously spoken as the keynote speaker for Leading Edge Claims at the Annual Claims Conference at the Gaylord Texan Resort.

IV. JURISDICTION, VENUE, AND COMMERCE

40. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331, as a federal question, because the complaint asserts a federal question arising under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, 1962 and 1964, *et seq*.

41. The Court has personal jurisdiction over TWIA because it is a Texas association that issued and adjusted a Texas policy concerning Texas property, utilizing out-of-state adjusting firms and communicating using the US Postal Service and wires. The Court has personal jurisdiction over Leading Edge, Hansen and RYZE because they purposefully supplied claim services into Texas and participated in adjustment of Texas losses for TWIA.

42. The Court has specific personal jurisdiction over the individual Defendants because the claim-system acts complained of were intentionally directed to Texas claims, Texas insureds, and payment decisions affecting Texas property. Plaintiffs do not rely merely on a Defendant's fortuitous electronic contact with Texas.

43. Venue is proper in this District and Division under 28 U.S.C. § 1391(b)(2) because the victims of the wire and mail fraud were located in Galveston County, Texas; and the Defendants' fraudulent communications were directed to or received in this Division; and a substantial part of the events or omissions giving rise to the claims occurred in this Division.

44. The enterprise engaged in and affected interstate commerce. The participants operated in more than one state, to wit: Ohio and Texas, and used internet-based XactAnalysis/Xactimate, cloud-hosted databases, email, telephone, internet portals, interstate vendor relationships, banking networks, electronic-funds systems, and the United States Postal Services. The exact servers, routes, carriers, and transaction identifiers are controlled by Defendants and will be identified through discovery.

45. Plaintiffs invoke nationwide service only to the extent authorized by 18 U.S.C. § 1965 and otherwise relies on ordinary federal service and personal-jurisdiction principles.

V. STANDING AND DIRECT INJURY

46. Plaintiffs Bell, Stuart, and Mohun suffered a concrete monetary injury when TWIA used fraudulent estimates to calculate and pay less to Plaintiffs than would have been paid using the original correct field adjusted estimates supported by the respective inspection records.

47. The causal chain is direct. Defendants created and wrongfully altered the estimate. TWIA used that estimate as a valuation input. TWIA calculated a reduced benefit from that input and Plaintiffs received less money. No independent market actor or separate victim stands between the wrongfully altered estimate and the Plaintiffs' respective underpayments.

48. The Plaintiffs' individual standing does not automatically establish standing to challenge every possible TWIA practice.

49. The proposed class is therefore tied to the specific false-attribution and post-inspection editing mechanism reflected in the Plaintiffs' records.

50. Based on information and belief, the interstate transmission of fraudulent documents used to defraud TWIA customers followed the steps articulated herein.

VI. THE CLAIM-PRODUCTION WORKFLOW

51. Defendant TWIA, its adjusters, representatives, and agents in collaboration with Defendant Leading Edge's contractors and their adjusters, representatives, and agents, knowingly and intentionally manipulated Xactimate or a related price estimating software to under-scope the damage necessitating repairs, to covertly omit items necessary to complete repairs, and to artificially suppress the cost of repairs below market value causing damage to Plaintiffs which is continuing.

52. In particular, the enterprise parties collaborated to corrupt the claim production workflow through the manipulation of the software used to adjust Plaintiffs' insurance claim to defraud Plaintiffs by undervaluing claims to the economic benefit of Defendant and to the economic detriment to Plaintiffs using the following workflows.

53. Assignment and inspection. TWIA assigns a loss to a vendor or field adjuster. The field adjuster contacts the insured, inspects the property, photographs conditions, selects repair scope, and creates an estimate in Xactimate or a related estimating environment.

54. Initial estimate ownership. The system records an owner, user identifier, estimate amount, line-item count, status, and timestamps. Those fields can distinguish the original field inspector's estimate work from later alteration activity.

55. Transfer or collaboration. The estimate is moved to another desktop, transferred to another owner, or placed into a collaboration workflow. A supervisor or reviewer who did not inspect the risk obtains the ability to modify scope, quantities, pricing, causation narratives, or coverage coding.

56. Collaboration agreement verification – When the estimate is transferred to another supervisor or reviewer <u>before</u> changes are made to the estimate in Xactimate, a pop-up window activates to inquire, "*Do you agree to collaborate with the estimate originator on any changes? By clicking accept, you certify that you will work with the estimate originator to arrive at an agreement regarding all changes before you email, print, or share the estimate with the carrier, insured, or any other interested parties.*" Xactimate refers to this as the Collaboration Agreement. This pop-up includes a button that includes an "accept" option to verify collaboration with the prior owner before making changes to the estimate. Leading Edge's employee who illicitly altered the Plaintiffs' estimates checked off "accepted" verifying he had collaborated with the prior owner

in each of the underlying claims when in fact there was no such collaboration and the wrongful alterations made were without the knowledge of the original field estimator, the "estimate originator," or the Plaintiffs, and in fact concealed the illicit activity from them.

57. Material revision. The reviewer removes or changes line items and may substantially reduce the estimate. **Intermediate versions, pasted-item events, repricing, saves, status changes, and amount deltas appear in the <u>internal audit history.</u>**

58. Approval. A vendor or TWIA reviewer accepts the collaboration and marks the estimate reviewed, QA-approved, client-approved, complete, or ready for return.

59. Claimant-facing output. The exported estimate displays the field adjuster as estimator but omits the later editor, the scope removed, or whether the inspecting adjuster approved the material changes.

60. Payment use. TWIA uses the final approved output to calculate replacement cost, depreciation, deductible, actual cash value, and the amount tendered or withheld.

61. Information asymmetry. The insured receives the formatted estimate and determination in print or PDF format, but does not receive the native ESX file, ownership audit, user-event log, collaboration history, or version-level amount changes.

62. The Defendants concealed from the Plaintiffs' their wrongful alterations to the estimate and the claim. The LeadingEdge and TWIA personnel involved in the illicit process failed to disclose the wrongful alterations to the Plaintiffs and chose to continue concealing the wrongful alterations of the Plaintiffs' claims.

63. The illicit scheme resulting in illicit alterations of the estimates was brought to the attention of TWIA management, who failed to take appropriate action.

64. The following chart illustrates the life cycle and mechanics of the Defendants' collaborative fraudulent process.

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LIFE CYCLE OF FRAUDULENT ACTIVITY
TWIA – LEADINGEDGE – INSURED

1 TWIA ASSIGNS A FIELD ADJUSTER
TWIA assigns a field adjuster that is certified by the Texas Department of Insurance as a licensed adjuster in addition the field adjuster must hold a special windstorm certification.

2 FIELD ADJUSTER CONTACTS INSURED AND INSPECTS LOSS
The field adjuster contacts the insured and speaks about the loss, gathers information from the insured, and schedules a site visit for an inspection. The field adjuster completes a thorough and detailed inspection of the windstorm damages in accordance with their training and certification for TWIA windstorm claims.

3 FIELD ADJUSTER PREPARES ESTIMATE
The field adjuster prepares an accurate and detailed Xactimate estimate based upon their personal observations and inspection.

4 ESTIMATE UPLOADED TO CLOUD
The Field Adjuster's (FA) Xactimate estimate is loaded and saved into the cloud-based Xactimate system and transmitted to LeadingEdge.

5 LEADINGEDGE SUPERVISOR TAKES CONTROL
A supervisor at LeadingEdge takes over access and control of the Xactimate estimate through the cloud-based system and downloads it to their local computer. The supervisor for LeadingEdge on the Bell, Stuart and Mohun claims is located several states away and nearly 1,200 miles from the loss locations.

6 WARNING IGNORED – NO COLLABORATION
Prior to being able to make any modifications, revisions or alterations to the estimate the supervisor is prompted with a warning within the Xactimate system, "Do you agree to collaborate with the estimate originator on any changes? By clicking accept, you certify that you will work with the estimate originator to arrive at an agreement regarding all changes before you email, print, or share the estimate with the carrier, insured, or any other interested parties." The supervisor checks the box and proceeds to make significant edits to the Xactimate estimate without ever speaking to the insured, traveling to the loss location or complying with the acknowledgment and collaborating with the Field Adjuster.

7 ALTERED ESTIMATE TRANSMITTED TO TWIA
The supervisor uploads the altered estimate from his computer back into the cloud-based system and transmits the altered estimate to TWIA. The supervisor leaves the original Field Adjuster name on the estimate as the estimate writer even though the estimate no longer reflects the work product or opinions of the Field Adjuster.

8 TWIA SUPERVISOR TAKES CONTROL
An internal TWIA supervisor then takes control of the Xactimate estimate. The TWIA supervisor has access to the internal claim file and can see the date and time and by whom alterations were made and knows or should have known that the estimate no longer reflects the original estimate as prepared by the Field Adjuster.

9 TWIA SUPERVISOR ADOPTS AND ACCEPTS ALTERED ESTIMATE
The TWIA supervisor adopts and accepts the altered estimate. Having full access to the estimate history and knows or should have known of the alterations.

10 TWIA SUPERVISOR CALLS INSURED
The supervisor calls the insured to go over the FA (Field Adjuster) estimate. The TWIA supervisor knows or should have known at the time they were speaking to the insured that the estimate they are going over is no longer an accurate Field Adjuster estimate. The TWIA supervisor continues to refer to the estimate as the Field Adjuster estimate.

11 PAYMENT APPROVED AND ESTIMATE TRANSMITTED
The TWIA supervisor then approves payment based on the altered estimate and transmits the altered estimate to the insured via electronic means as well as through the United States Postal Service.

12 CONCEALMENT OF FRAUDULENT ALTERATIONS
The estimate transmitted to the insured still contains the Field Adjuster's name as the estimate writer even though it is materially different and no longer represents the findings of the Field Adjuster. The LeadingEdge supervisor and the TWIA supervisor are both aware and/or should have been aware of the alterations and fail to ever disclose the information to the insured and instead decide to conceal the wrongful alterations. The decision by the LeadingEdge supervisor and TWIA supervisor to conceal the alterations represents an intentional act in furtherance of the enterprise.

13 SCHEME BROUGHT TO TWIA MANAGEMENT – NO ACTION TAKEN
The estimate alteration scheme was brought to the attention of TWIA management. TWIA management wholly failed to take any appropriate action and failed to report the matter to the appropriate authorities. TWIA management made a conscious decision to further conceal and deny any wrongdoing.

VII. XACTIMATE'S INTERSTATE COMMUNICATION ACTIVITY

65. Xactimate is a property claims estimating software that helps users generate estimates for restoration jobs, making the insurance claims process more efficient and accurate when used properly. It is widely used in the insurance industry for estimating property damage and managing insurance claims.

66. Xactimate uses cloud-based architecture and multi-user features to support collaboration across locations to include across state lines. The professional version of Xactimate allows administrators to create Xactware IDs, add multiple users to a shared instance, assign appropriate licenses and security roles, and enable access from desktop, on the web/internet, or mobile devices.

67. This means team members anywhere with an internet connection can download projects from the Xactimate Cloud, work on estimates using region-specific pricing data covering hundreds of geographic areas and upload their changes back to keep everything synchronized. Features like estimate collaboration through XactAnalysis or a similar platform further help by letting managers assign portions of large jobs or review tasks without changing ownership, while tools for merging projects and restoring versions add flexibility for team workflows.

68. Xactimate does not offer fully simultaneous real-time editing on the same estimate like some modern collaborative platforms such as Google Docs. Instead, it operates on a check-out and sync model where a project may lock while one user is actively working on it, requiring others to wait or work on separate sections before pushing updates to the cloud. Xactimate is a widely used solution for multi-state operations in the insurance and restoration industry, provided your team follows proper workflows.

69. Based on information and belief, a field adjuster in Texas can generate claims data such as an estimate in the State of Texas. That report can be accessed by a supervisor in Ohio, who can then manipulate that report and submit it via the same system to a different user in Texas. Because of the software's use of the internet, the transmission of this report from Texas to Ohio and back to Texas would constitute the use of interstate wires.

70. Plaintiffs allege that Defendant TWIA and the other Defendants engaged in activity using the Xactimate platform and/or a related platforms to transmit electronic claims data between Texas and Ohio, and potentially through other states.

VIII. DEFENDANTS' ROLES IN THE FRAUDULENT SCHEME

Institutional Silence Was Chosen Over Institutional Accountability and Coverup Instead of Transparency

71. TWIA and its management is central to the fraudulent scheme perpetrated on the named Plaintiffs and others similarly situated. TWIA supplied claim inventory and policies, retained payment authority, assigned examiners/reviewers, maintained claim systems, audited, approved and/or adopted estimates; issued determinations; calculated and transmitted payments. TWIA participated in operation or management by controlling claim assignments, retaining payment authority, assigning or employing reviewers, auditing and approving estimates, issuing determinations, and adopting the resulting payment calculations. TWIA knowingly collaborated with other Defendants in substituting or reducing the work of field adjusters, falsely held out the work as the original field adjusters' own, and repeatedly used that deception to depress claim payments.

72. The scheme was brought to the attention of senior TWIA management as early as Summer 2025. Upon information and belief, to date, TWIA management has failed to conduct an audit and has failed to report the fraudulent activity to the appropriate authorities.

73. After Hurricane Beryl, more than 34,000 policyholders submitted claims to the TWIA. TWIA has reported paying approximately $336 million on those claims. But the claim files obtained to date show that those totals may conceal a widespread practice involving TWIA and the outside adjusting firms it hired by which the field adjusters inspected damaged homes and prepared repair estimates, but other users later took control of those estimates, wrongfully removed or reduced covered repairs, and used the lower figures to pay policyholders. Plaintiffs allege, based on the evidence presently available, that this was a systematic scheme to reduce claim payments and that it may have wrongfully withheld hundreds of millions of dollars from Texas coastal property owners. That allegation is not based on estimates prepared by Plaintiffs' retained experts. It is based on TWIA's own claim files, including the original estimates prepared by the field adjusters TWIA sent to inspect the properties, the later versions created inside TWIA's claims system, the electronic audit trails showing who controlled and changed those estimates, and the reduced amounts TWIA ultimately approved and paid.

74. **TWIA cannot plausibly characterize the described conduct as the hidden act of a single rogue adjuster that escaped institutional notice.** TWIA's own electronic systems received, stored, reviewed, and used the altered estimates. TWIA personnel approved the resulting claim decisions and payments. The same material sequence appears in the Bell, Stuart, and Mohun files. On information and belief, the recurring pattern, the magnitude of the reductions, the shared vendor and editing personnel, and the electronic audit information available within TWIA's systems brought—or should have brought—the matter to the attention of TWIA supervisors, claims leadership, compliance personnel, and senior management.

75. TWIA also received direct notice that Plaintiff Bell's Claim No. 1201253 was disputed and under legal scrutiny. On October 10, 2024, The Hodge Law Firm emailed TWIA its

notice of representation and request for appraisal and abatement on Bell's behalf. On October 17, 2024, counsel sent TWIA the formal letter of representation and appraisal/abatement request. TWIA marked that letter as received on October 21, 2024. On October 29, 2024, TWIA employee Jeremy Harstick acknowledged the representation and appraisal request by email and U.S. Mail. Thus, no later than October 2024, the disputed claim and its estimate were formally inside TWIA's institutional notice, review, and response process—not merely in the hands of an outside adjusting firm.

76. As pleaded herein, TWIA also received direct notice that Plaintiffs Stuart and Mohun's claims also were disputed and under legal scrutiny. The Hodge Law Firm sent email and letters providing TWIA with notice of representation and request for appraisal and abatement on behalf of the named Plaintiffs. In each instance, TWIA acknowledged the Hodge Law Firm's representation of the Plaintiffs by email and U.S. Mail. Thus, the disputed claims and estimates were formally inside TWIA's institutional notice, review, and response process and not merely in the hands of an outside adjusting firm.

77. **Yet TWIA did not disclose the hidden editing history.** Instead, in its October 29 response, TWIA transmitted what it described as a "complete copy of our original Notice of Acceptance in Part dated August 13, 2024, and our related estimate for repairs." Plaintiffs allege that the enclosed estimate was not the field adjuster's untouched original work: it was the materially reduced version that retained the field adjuster's identity while failing to disclose the later editor and the scope removed after inspection. In other words, after counsel appeared and placed the claim under formal review, TWIA repeated the same material omission rather than reveal it.

78. **What TWIA did not do is as important as what it did.** On information and belief, despite receiving notice and possessing the electronic records necessary to compare the original and altered estimates, TWIA management turned a blind eye. TWIA has not disclosed that it conducted a meaningful enterprise-wide audit to determine how many policyholders received similarly altered estimates; preserved and reviewed all native estimate versions and audit trails; suspended or corrected the challenged workflow; notified affected policyholders; restored benefits wrongfully withheld; disciplined responsible participants; or reported the matter to the Texas Department of Insurance, law enforcement, or any other appropriate authority. The records reflecting whether management ordered—or deliberately declined—those actions are principally within Defendants' possession and control.

79. **This silence matters because the enterprise did not end when the first reduced check was issued.** Every unrepaired claim file, every undisclosed alteration, every communication that continues to present a reduced estimate as the field adjuster's work, and every failure to identify and reimburse an affected policyholder preserves the enterprise's benefits and conceals its operation. Plaintiffs therefore allege that TWIA's failure to investigate, audit, correct, disclose, and report the matter was not passive negligence. It allowed the fraud to remain in place, protected the economic benefit obtained through the challenged process, and enabled the association-in-fact enterprise to continue operating through the present day.

80. **Leading Edge** supplied field adjusters and supervisory review, administered estimate assignments and collaborations, returned completed products, invoiced TWIA, maintained vendor-side records and personnel. Leading Edge participated in operation or management by assigning field personnel, supervising estimate review, controlling permissions and workflow, returning completed products, and invoicing TWIA.

81. David DeVilbiss, employed by Leading Edge, acted as an estimate owner/editor or supervisor; obtained access to estimates created by a field inspecting adjuster; removed or altered scope; saved and forwarded materially altered versions of damage estimates. David DeVilbiss exercised discretionary authority over the content and completion of estimates, including ownership, scope changes, saves, and returns, rather than providing merely incidental services. David DeVilbiss knowingly substituted or reduced the field adjuster's work, falsely held it out as the adjuster's own, and repeatedly used that deception to depress claim payments.

82. Each time David Devilbiss made changes to the estimate in Xactimate, a window would pop-up saying, *"Do you agree to collaborate with the estimate originator on any changes? By clicking accept, you certify that you will work with the estimate originator to arrive at an agreement regarding all changes before you email, print, or share the estimate with the carrier, insured, or any other interested parties."* Xactimate refers to this as the Collaboration Agreement. This pop-up would include a button that says "accept" to verify collaboration with the original field adjuster owner. On information and belief, Mr. Devilbiss clicked "accept" when changing the estimate in each of the underlying claims without verify collaboration with the prior owner, and in fact knowingly and intentionally concealing the change effort from the prior owner.

83. Jaraczeski as a TWIA reviewer, and other TWIA reviewers, accepted collaborations, evaluated altered estimates, applied review, QA, and client-approval statuses, authorized use in claim determinations, and sent fraudulently lowered estimates to victim homeowners using the US postal system. Jaraczeski and similarly situated TWIA reviewers exercised approval authority by accepting collaborations and applying review, QA, and client-approval statuses that allowed revised estimates to become claim instruments.

84. **Unknown actors referred to as John and Jane Doe**—TWIA managers and system personnel: Designed rules, authority levels, dashboards, retention, reporting, templates, performance measures, dissemination practices that made the workflow repeatable; and sent fraudulently lowered estimates to victim homeowners using the US postal system. The Doe managers set rules, metrics, templates, permissions, retention, and escalation procedures and thereby directed how the enterprise carried out the challenged method.

IX. THE ASSOCIATION-IN-FACT ENTERPRISE

85. The enterprise is an association in fact consisting of TWIA, Leading Edge, DeVilbiss, Jaraczeski, and other participating reviewers and managers. It had a purpose, relationships among associates, and longevity sufficient to pursue that purpose.

86. Its common purpose was to process and reduce a population of storm claims through materially edited claim instruments while preserving claimant-facing attribution that made the TWIA and Leading Edge altered product appear to embody the field inspector's original work.

87. The relationships were functional and recurring: TWIA supplied claims and payment authority; Leading Edge supplied personnel and supervision; field adjusters inspected; reviewers edited; TWIA collaborators audited and/or approved; and systems transmitted outputs and recorded events.

88. The enterprise existed long enough to process Bell, Stuart, Mohun, and additional catastrophe claims, to exchange multiple estimate versions and approvals, and to issue determinations and payments.

89. The enterprise had an ascertainable structure beyond any single predicate communication. Its personnel, contracts, systems, permissions, approval stages, invoices, and claim inventory existed whether or not any particular email or mailing occurred.

90. Each RICO person is legally or functionally distinct from the association-in-fact enterprise as a whole. Plaintiffs do not allege that a corporate Defendant merely associated with itself.

91. In the alternative, and only if discovery supports the necessary distinctness, Plaintiffs allege narrower enterprises composed of TWIA together with independent vendor entities and individual reviewers, or Leading Edge together with TWIA personnel and systems. Plaintiff will elect a formulation after organizational discovery.

92. The enterprise affected interstate commerce through multistate personnel, internet-based estimating systems, cloud services, vendor contracts, communications, and payment networks.

X. CAUSES OF ACTION

A. MAIL FRAUD—18 U.S.C. §1341

93. "Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is

addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person shall be fined not more than $1,000,000 or imprisoned not more than 30 years, or both."

B. WIRE FRAUD—18 U.S.C. §1343

94. "Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than **20 years**, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency ... or affects a financial institution, such person shall be fined not more than **$1,000,000** or imprisoned not more than **30 years**, or both."

C. RACKETEERING—18 U.S.C. §1962

95. **"**It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of,

any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. A purchase of securities on the open market for purposes of investment, and without the intention of controlling or participating in the control of the issuer, or of assisting another to do so, shall not be unlawful under this subsection if the securities of the issuer held by the purchaser, the members of his immediate family, and his or their accomplices in any pattern or racketeering activity or the collection of an unlawful debt after such purchase do not amount in the aggregate to one percent of the outstanding securities of any one class, and do not confer, either in law or in fact, the power to elect one or more directors of the issuer."

96. It shall be unlawful for any person through a pattern of racketeering activity or through collection of an unlawful debt to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

97. It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt.

98. It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

XI. COUNT ONE — CIVIL RICO—BELL CLAIM

99. Plaintiff incorporates all preceding paragraphs except to the extent inconsistent with this Count.

100. Each organizational and individual Defendant is a "person" within 18 U.S.C. § 1961(3).

101. The association-in-fact described above is an "enterprise" within § 1961(4), engaged in or affecting interstate commerce.

102. Each Defendant was employed by or associated with the enterprise and knowingly conducted or participated, directly or indirectly, in the conduct of its affairs. Liability is limited to the role and acts attributable to each Defendant.

103. Defendants conducted the enterprise's affairs through a pattern of racketeering activity consisting of indictable acts of mail fraud and wire fraud under 18 U.S.C. §§ 1341 and 1343.

104. TWIA issued Policy No. TWRD0000619955 covering Bell's property at 16704 Ponce De Leon, Jamaica Beach, Texas. TWIA000080 – TWIA000116; TWIA000718 – TWIA000760. The presently available record reflects a Coverage A limit of $154,000 and a $1,540 deductible. TWIA000759.

105. Hurricane Beryl caused wind damage on July 8, 2024. TWIA000143 TWIA received notice and assigned Claim No. 1201253. TWIA000143 – TWIA000144; TWIA00019.8

106. TWIA and/or Leading Edge assigned Lee Olivares as field adjuster to inspect Bell's Jamaica Beach home. TWIA000197 Olivares physically inspected the property on August 1, 2024, and generated photographs, notes, scope, and an estimate using Xactimate/XactAnalysis.

107. On or about August 1, 2024, Olivares completed his field inspection and prepared the initial estimate. TWIA000195 - TWIA000196. The exact covered/non-covered classification of each component must be conformed to the final claim file and native ESX export.

108. The ownership audit identified Olivares as the estimate owner from on or about August 1 through on or about August 8, 2024. TWIA000443 - TWIA000435 It associates his version with 45 line items and a total of $21,839.37. TWIA000435.

109. Separate system events record returned or completed values of approximately $22,455.29 and $22,463.85. TWIA001575 - TWIA001577. Those values appear to reflect later tax, price-list, summary, or status calculations and must be reconciled to the native file.

110. On or about August 9, 2024 at approximately 11:04 a.m., the estimate was moved to David DeVilbiss's desktop. TWIA000441. The audit identifies the user as DAVIDRJM.

111. The audit records a sequence of ownership and editing events, including deductible coding, repricing, pasted-item activity, total-estimate changes, saves, and returns to XactAnalysis. TWIA000441 - TWIA000442.

112. Between approximately 11:18 a.m. and 11:25 a.m., DeVilbiss copied groups of items and moved through intermediate values, including an increase to approximately $26,235.85. Id.

113. At 11:34:55 a.m., the system recorded a change from $26,235.85 to $10,111.03, a 61.5% reduction in one recorded event. In other words it took less than 17 minutes to review a 45 line item estimate and reduce the value by 50%. Id.

114. David DeVilbiss's resulting ownership record reflects 40-line items, five fewer than the 45 that were associated with the earlier owner's record. Id

115. The audit shows that David DeVilbiss saved the estimate, completed further status or amount events, and returned it through the XactAnalysis workflow. TWIA000433.

116. This ownership transfer, the intermediate edits, and the single-step reduction from $26,235.85 to $10,111.03 (recorded as a 61.5 % reduction) were transmitted via interstate wire communications through the XactAnalysis/Xactimate cloud system from Texas to Ohio and back to Texas. TWIA000435.

117. The resulting claimant-facing estimate continued to identify Lee Olivares as the estimator and contained no conspicuous disclosure that David DeVilbiss had assumed ownership, performed the material alterations reducing value, or removed substantial exterior scope. TWIA000447 - TWIA000679. These acts were for the purpose of executing the scheme by creating a claim instrument that would induce acceptance of a reduced payment calculation

118. A comparison prepared from available reports indicates that substantial exterior work disappeared or was reduced, including approximately 902 square feet of fiber-cement siding, about 300 linear feet of trim, house wrap, associated painting, scaffolding, debris removal, and related labor. TWIA000037 - TWIA000056. Each quantity and dollar figure must be verified against native line-item exports.

119. The available comparison identifies approximately $11,213.68 in removed exterior scope and approximately $610.39 in reduced debris-removal scope, together with additional labor-related differences. Id. These figures are not pleaded as automatically covered damages; they identify the economic significance of the edits.

120. On August 13, 2024, Jaraczeski accepted a collaboration associated with the estimate. TWIA000131, TWIA000443. The presently produced file does not contain a clear written statement from Olivares agreeing that the material exterior scope should be removed. See the attached Affidavit of Lee Olivares, TWIA 1-79. Defendants may possess additional communications, and Plaintiff will amend if they establish approval. Olivares has denied any such communication.

121. The system thereafter marked the estimate Review Accepted, Reviewed, QA Approved, and Client Approved. TWIA001462.

122. The documented final replacement-cost figures vary between approximately $10,389.31 and $10,489.04 depending on the iteration. The complaint uses those figures only as presently available approximations.

123. On or about August 13, 2024, and thereafter, Defendants caused the claimant-facing estimate and determination package to be transmitted by mail and/or interstate wire (email or portal) to Plaintiff Bell. TWIA000128. The package identified Lee Olivares as the estimator and omitted any conspicuous disclosure of David DeVilbiss's ownership or wrongful alterations, the 61.5 % reduction, or the removed exterior scope. TWIA000447 - TWIA000679. This transmission was for the purpose of executing the scheme by obtaining acceptance of a reduced benefit calculated from the falsely attributed instrument. TWIA adopted the approved revised estimate in calculating Bell's claim benefits, resulting in initial actual-cash-value recommendations of approximately $7,416 to $7,496 after depreciation and deductible. Id

124. On or about October 17, 2024, Hodge Law Firm tendered a letter of representation on behalf of the Mohuns to TWIA. TWIA_BELL_CLAIM FILE_000114.

125. Plaintiff Bell and her counsel later disputed the claim on October 17, 2024 . TWIA000233. TWIA acknowledged counsel's representation on October 29, 2024, and referred to its prior acceptance determination and estimate. TWIA000238 – TWIA00258. On November 7, 2024, TWIA acknowledged an appraisal request and a temporary suspension. Id

126. Plaintiff Bell could not determine from the claimant-facing estimate alone who performed the material edits, when they occurred, what scope disappeared, or whether Olivares approved them. Those facts resided in internal audit and version records.

127. Plaintiff Bell's direct damages are not simply the difference between two gross estimates. They are the covered benefits that would have been payable absent the challenged edits,

reduced by the deductible, valid depreciation, prior payments, noncovered items, policy limits, and any binding appraisal or settlement credits.

128. Thus, Defendant TWIA, its adjusters, representatives, and agents in collaboration with Defendant Leading Edge's contractors and their adjusters, representatives, and agents, knowingly and intentionally manipulated Xactimate or a related price estimating software to under-scope the damage necessitating repairs, to covertly omit items necessary to complete repairs, and to artificially suppress the cost of repairs below market value causing damage to Plaintiff which is continuing.

129. In particular, the enterprise parties collaborated to corrupt the claim production workflow through the manipulation of the software used to adjust Plaintiff's insurance claim to defraud Plaintiff by undervaluing claims to the economic benefit of Defendant and to the economic detriment to Plaintiff Bell including the following activity.

130. The following chart illustrated the sequence of key activity of Defendants' in the illicit reduction of Bell's claim.

Bell Estimate Event Schedule

Date/time	Actor	Event	Recorded amount	Pleading significance
Aug. 1, 2024	Olivares	Inspection/estimate ownership begins	45 items; $21,839.37 ownership total	Produced audit and reports
Aug. 8, 2024	Olivares	Estimate returned/moved through XA	$20,923.85 / $21,839.37 events	Amounts require native reconciliation
Aug. 9, 11:04	DeVilbiss	Moved to desktop / ownership access	$20,923.85 to $21,839.37 event	User DAVIDRJM
Aug. 9, 11:18–11:25	DeVilbiss	Pasted items and intermediate edits	Intermediate values through $26,235.85	Version sequence
Aug. 9, 11:34:55	DeVilbiss	Total-estimate change	$26,235.85 to $10,111.03	Recorded −61.5%

Date/time	Actor	Event	Recorded amount	Pleading significance
Aug. 9, 11:47	DeVilbiss	Save/return events	$10,111.03 / $8,949.04 system events	40-item owner record
Aug. 13, 2024	Jaraczeski	Collaboration/review/approval	Approx. $10,018.50 / $8,849.31 events	Review and client approval
Aug. 13 and after	TWIA	Determination/estimate/payment use	Approx. $7,416–$7,496 ACV recommendation	Transmission record to verify

See TWIA001456 – TWIA001495

XII. COUNT 2—CIVIL RICO—STUART CLAIM

131. Plaintiff incorporates all preceding paragraphs except to the extent inconsistent with this Count.

132. Each organizational and individual Defendant is a "person" within 18 U.S.C. § 1961(3).

133. The association-in-fact described above is an "enterprise" within § 1961(4), engaged in or affecting interstate commerce.

134. Each Defendant was employed by or associated with the enterprise and knowingly conducted or participated, directly or indirectly, in the conduct of its affairs. Liability is limited to the role and acts attributable to each Defendant.

135. Defendants conducted the enterprise's affairs through a pattern of racketeering activity consisting of indictable acts of mail fraud and wire fraud under 18 U.S.C. §§ 1341 and 1343.

136. Alicia Stuart is identified in available TWIA materials as the insured under Policy No. TWRD0001094575 concerning 1820 Market Street, Galveston, Texas 77550, with Coverage A limit of $386,000 and $19,300 deductible. TWIA 003462-64.

137. On or about July 8, 2024, Alicia Stuart (Ms. Stuart) experienced damage to her Property at 1820 Market Street, Galveston, Texas 77550 as a result of Hurricane Beryl. TWIA 004104.

138. On or about July 8, 2024, Ms. Stuart reported the loss to TWIA. TWIA 004104

139. On or about July 9, 2024, Korylee Horstmeyer was assigned as the TWIA adjuster to Ms. Stuart's claim. TWIA 003521.

140. On or about July 17, 2024, Leading Edge assigned Lee Olivares as the field adjuster to inspect Ms. Stuart's Property and prepare an estimate of the loss. TWIA 003518

141. On or about August 10, 2024, Mr. Olivares documented an extensive inspection that was conducted at Ms. Stuart's damaged property. TWIA003943.

142. Xactimate lists that Mr. Olivares as having ownership from August 1, 2024 through August 10, 2024 at 2:21 am of his estimate $90,948.48 for the damage to Ms. Stuart's Property. TWIA 004157.

143. Available estimate records reflect that on August 10, 2024, Lee Olivares prepared a field estimate using Xactimate of approximately $90,948.00 RCV, $7,504.42 Depreciation, and $83,444.06 ACV. TWIA004359-4376.

144. That estimate was prepared in Texas and uploaded via Xactimate's internet protocol. TWIA 005202.

145. The photo report contains numerous exterior observations, including visible siding damage, double-layer siding, roof conditions, detached-garage conditions, and fencing or gate damage attributed in field notes to heavy winds. TWIA 003943.

146. On or about August 10, 2024 at 7:25am, David DeVilbiss accepted the Collaboration Agreement in Xactimate that stated, "Do you agree to collaborate with the estimate originator on any changes? By clicking accept, you certify that you will work with the estimate originator to arrive at an agreement regarding all changes before you email, print, or share the estimate with the carrier, insured, or any other interested parties. TWIA 004142 The collaboration agreement was accepted. TWIA 004142.

147. Collaboration assigned to: Davidrjm@david.germantown.oh." TWIA004142

148. Collaborator Information on the Xactimate estimate showed the collaborator was David DeVilbiss with his address, 21 S Plum Germantown, OH, and his email address, David.germantown.oh. TWIA004142.

149. The records presently available to Plaintiff indicate that DeVilbiss, while in Ohio, accessed Olivares's field estimate using Xactimate's internet protocols. TWIA003745.

150. While accessing Xactimate from Ohio, David DeVilbiss materially altered and reduced Mr. Olivares' field estimate to approximately $30,816. TWIA 003744-3745.

151. Defendant David DeVilbiss entered the estimate workflow, collaborated on or obtained editing access to the estimate, and removed or reduced material line items. TWIA 003744-3745.

152. The reduced claimant-facing estimate omitted David DeVilbiss' material alterations and continued to identify Olivares without conspicuously identifying the non-inspecting person who performed the material alterations.

153. David DeVilbiss saved the fraudulent estimate in Xactimate's work flow and was then prepared to be handed over to TWIA. TWIA 003745.

154. On or about August 14, 2024, an A&O Field Adjusting Service made Partial Payment of $1,550 to Leading Edge Claim Solutions. The payment was made by check to Chase Bank, was mailed by standard mail to Southlake, Texas. TWIA003565.

155. The Leading Edge Invoice identifies the billing tier at a range of $25-50,000 and identifies a gross loss of $30,816.74. TWIA003765.

156. On or about August 15, 2024, Jacqualynn Boykin at TWIA received and reviewed the "Field Adjuster Report and estimate" that was changed by Mr. David DeVilbis. After review, she approved the estimate as submitted and agreed with the recommendations. TWIA003514.

157. Ms. Boykin called Ms. Stuart and reviewed the adjuster estimate and payment amount with her. TWIA 003514 She then mailed out a copy of the wind certification process, the now altered field adjuster estimate, and disposition letter to Ms. Stuart. TWIA 003514. Then requested payment for the $7,149.50 amount considered owed on Mr. David DeVilbis' altered estimate. TWIA003514.

158. Upon review of the altered estimate, TWIA issued an "acceptance-in-part" determination dated on or about August 27, 2024, and later supplied that determination and estimate after acknowledging counsel's representation on October 5, 2024. TWIA 003691.

159. The claim file reflects a structure-indemnity reserve and payment history that must be reconciled to the final ledger. One produced reserve screen references an RCC reserve of $2,368.37 and an ACV entry of negative $7,600. TWIA 003763. Plaintiff does not allege the reserve entries are themselves payments.

160. On August 27 2024, TWIA's Jacqualynn Boykin of TWIA caused that fraudulent document to be placed into the mail using the US Postal Service and mailed to Plaintiff Stuart. TWIA 003514.

161. When Plaintiff Stuart received the DeVilbiss estimate and not the original estimate prepared by Mr. Olivares, Stuart could not determine from the claimant-facing estimate alone who performed the material edits, when they occurred, what scope disappeared, or whether Olivares approved them. Those facts resided in internal audit and version records.

162. Stuart alleged direct damages are not simply the difference between two gross estimates. They are the covered benefits that would have been payable absent the challenged edits, reduced by the deductible, valid depreciation, prior payments, noncovered items, policy limits, and any binding appraisal or settlement credits.

163. Defendant TWIA, its adjusters, representatives, and agents in collaboration with Defendant Leading Edge's contractors and their adjusters, representatives, and agents, knowingly and intentionally manipulated Xactimate or a related price estimating software to under-scope the damage necessitating repairs, to covertly omit items necessary to complete repairs, and to artificially suppress the cost of repairs below market value causing damage to Plaintiff which is continuing.

164. In particular, the enterprise parties collaborated to corrupt the claim production workflow through the manipulation of the software used to adjust Plaintiffs' insurance claims to defraud Plaintiffs by undervaluing claims to the economic benefit of Defendant and to the economic detriment to Plaintiffs Stuart as described herein.

XIII. COUNT 3—CIVIL RICO—THE MOHUN CLAIM

165. David Mohun is identified in available TWIA materials as insureds for Claim No. 1196371 concerning 22306 Isle View Drive, Galveston, Texas 77554. TWIA001925.

166. TWIA issued Policy No. TWRD0000713215 covering Mohun's property at 16704 Ponce De Leon, Jamaica Beach, Texas. TWIA002768 – TWIA002802 The presently available record reflects a Coverage A limit of $427,000 and a $8,540 deductible. TWIA002235.

167. The policy period shown in an available loss report is April 18, 2024, to April 18, 2025. TWIA002770.

168. On or about July 8, 2024, Plaintiff's property suffered substantial damages from a hail/windstorm specifically Hurricane Beryl. TWIA003515.

169. On or about July 8, 2024, Plaintiff submitted a claim to Defendant against the Policy for damages the Property sustained from the storm. TWIA004375. Upon information and belief, Defendant assigned number 1196371 to the claim. TWIA003191. Plaintiff asked that Defendant to cover the cost of repairs to the Property, pursuant to the Policy. TWIA003191.

170. TWIA's receipt letter states that notice was received on July 8, 2024, for windstorm or hail damage occurring that date. TWIA001934.

171. On or about July 17, 2024, the claim was assigned to Leading Edge Claims Services which assigned independent field adjuster Lee Olivares to inspect and adjust. TWIA_MOHUN_CLAIM FILE_000013, TWIA002247.

172. On or about August 1, 2024, Lee Olivares inspected the property. TWIA002247.

173. On or about August 9, 2024, at or about 8:22 pm Lee Olivares completed and submitted his inspection and estimate report to Leading Edge noting a total of seventy-eight (78) damage line items estimating damages at a replacement cost value of $55,406.38 subject to a

$8,540 deductible leaving a net claim of $46,866.38. TWIA_MOHUN_LEADING EDGE_000003 TWIA002466.

174. On or about August 11, 2026, at or about 7:40 am, David DeVilbiss, while in Ohio, emailed Lee Olivares noting receipt and demanding revision of his estimate. TWIA_MOHUN_LEADING EDGE_000002 TWIA002246.

175. On or about August 11, 2024, at or about 7:01 pm Lee Olivares, after thorough inspection, extensive photo documentation, line itemed industry standard pricing program utilization, and requested further review, Lee Olivares completed and submitted his estimate of $55,406.38 subject to a $8,540 deductible and $3,111.99 in depreciation leaving a net claim of $43,754.39 totaling $46,866.38 if depreciation is recovered. TWIA_MOHUN_CLAIM FILE_000279 and TWIA_MOHUN_LEADING EDGE_000002, TWIA002466.

176. On or about August 12, 2024, at or about 8:29 am David DeVilbiss accepted the Leading Edge collaboration agreement that stated "Do you agree to collaborate with the estimate originator on any changes? By clicking accept, you certify that you will work with the estimate originator to arrive at an agreement regarding all changes before you email, print, or share the estimate with the carrier, insured, or any other interested parties." TWIA_MOHUN_LEADING EDGE_000020 TWIA002264.

177. On or about August 12, 2024, at or about 8:36 am David DeVilbiss received and moved the Mohun estimate prepared by Lee Olivares to his desktop computer in Ohio. TWIA_MOHUN_CLAIM FILE_000281, TWIA002246.

178. On or about August 12, 2024, at or about 8:37 am David DeVilbiss began manually reducing and repricing Lee Olivares estimate, removing 23-line items and making a total of 29

item changes. TWIA_MOHUN_CLAIM FILE_000279 and TWIA_MOHUN_CLAIM FILE_000281, TWIA 002112.

179. On or about August 12, 2024, at or about 9:02 am, within 26 minutes of receiving Lee Olivares finalized estimate David DeVilbiss created an estimate of $31,012.95 subject to a $8,540 deductible and $1,711.85 in depreciation leaving a net claim of $20,761.10 totaling $22,472.95 if depreciation is recovered. TWIA_MOHUN_CLAIM FILE_000279 and TWIA_MOHUN_CLAIM FILE_000281, TWIA001945.

180. This reflects a 55% reduction in the original estimate claim value. TWIA000120.

181. This represents a substantial loss of $24,393.42 suffered by the Mohun's as a result of the acts of the Defendants. TWIA 000120.

182. On or about August 12, 2024, at or about 9:03 am David DeVilbiss erroneously notes in the claim file that he collaborated with Lee Olivares on revised coverages and that all documents were QA-approved and ready for carrier review. TWIA_MOHUN_LEADING EDGE_000020, TWIA002246.

183. On or about August 12, 2024, at or about 9:18 am David DeVilbiss transmitted his revised estimate using Xactimate's internet protocol to TWIA. TWIA_MOHUN_CLAIM FILE_000012, TWIA002246.

184. On or about August 14, 2024, at or about 11:13 am TWIA claims representative Patrick Morales notes receipt of the Leading Edge estimate from David DeVilbiss and forwarded to manager Eric Shepard using the internet requesting payment and authorization to pay. TWIA_MOHUN_CLAIM FILE_000010 – 000012, TWIA 001841.

185. On or about August 16, 2024, TWIA claims representative Patrick Morales called the Plaintiff Mr. Mohun and left a detailed message advising of the estimate. TWIA_MOHUN_CLAIM FILE_000069, TWIA 001900.

186. On or about August 16, 2024, TWIA claims representative Patrick Morales sent a copy of the estimate and disposition letter to the Plaintiffs and to their agent via email and through the TWIA Claim Center Portal. Id., TWIA 001840.

187. Recognizing that the Leading Edge estimate accepted by TWIA and provided to the Plaintiff was severely under scoped, the Plaintiffs sought legal representation,

188. On or about September 30, 2024, Hodge Law Firm tendered a letter of representation on behalf of the Mohuns to TWIA. TWIA_MOHUN_CLAIM FILE_000118, TWIA 001949.

189. On or about October 1, 2024, TWIA claims examiner Melissa Carl tendered via email a copy of their disposition letter, estimate, acknowledgment LOR (letter of representation) letter, and acknowledgment of request of a certified copy of the policy to Shaun Hodge and the Hodge Firm. TWIA001949.

190. Just as in the previous two counts, a Leading Edge final general-loss report identifies Lee Olivares as the person who contacted the insured and performed claim activity as the field adjuster. It reports limits including $427,000 for Structure, $42,700 for Other Structures, $100,000 for Personal Property, and an $8,540 deductible. TWIA002126.

191. Available records reflect that Lee Olivares physically inspected the Mohun home in Texas and prepared a field or earlier estimate of approximately $55,406.00 utilizing Xactimate’s internet protocol. TWIA001939.

192. The materials presently available indicate that DeVilbiss, while in Ohio and utilizing Xactimate's internet protocols, participated in a collaboration or review that removed or reduced line items which Mr. Olivares originally included. TWIA 004114.

193. The changed versions of Mohun's estimate were transmitted online across multiple state lines and to TWIA in Texas via Xactimate. TWIA000229. That version omitted DeVilbiss' material alterations to Olivares' estimate and facially purported to be the field estimate prepared by Mr. Olivares. TWIA003514.

194. The audit shows that DeVilbiss saved the estimate, completed further status or amount events, and returned it through the XactAnalysis workflow. TWIA002262.

195. This ownership transfer away from Olivares and to DeVilbiss, the intermediate edits, and the single-step reduction of the estimate was transmitted via interstate wire communications through the XactAnalysis/Xactimate cloud system from Texas to Ohio and back to Texas. TWIA003504.

196. The reduced estimate was of $31,013 was sent to the Mohuns utilizing the United State Postal Service in order to induce the Mohuns into accepting the reduced estimate as the field adjuster's estimate. Exact totals and coverage allocations require the native estimate and audit. TWIA003012.

197. The resulting claimant-facing estimate continued to identify Lee Olivares as the estimator and contained no conspicuous disclosure that DeVilbiss had assumed ownership, performed the material reduction, or removed substantial exterior scope. TWIA000095. These acts were for the purpose of executing the scheme by creating a claim instrument that would induce acceptance of a reduced payment calculation.

198. On our about, August 16th, 2024 Defendants thereafter caused the claimant-facing estimate and determination package to be transmitted by mail to the Mohuns. TWIA001936. The package identified Lee Olivares as the estimator and omitted any conspicuous disclosure of DeVilbiss's ownership, the 61.5 % reduction, or the removed exterior scope. TWIA000298. This transmission was for the purpose of executing the scheme by obtaining acceptance of a reduced benefit calculated from the falsely attributed instrument. TWI 000435. TWIA adopted the approved revised estimate in calculating Bell's claim benefits, resulting in initial actual-cash-value recommendations of approximately $7,416 to $7,496 after depreciation and deductible. TWIA000123.

199. TWIA dated its substantive claim response or acceptance materials on or about August 14, 2024, and transmitted a cover package utilizing the US Postal Service on or about August 16, 2024. TWIA00242 Later correspondence dated October 1, 2024, supplied a disposition letter and estimate to counsel by email. TWIA00240.

200. Thus, Defendant TWIA, its adjusters, representatives, and agents in collaboration with Defendant Leading Edge's contractors and their adjusters, representatives, and agents, knowingly and intentionally manipulated Xactimate or a related price estimating software to under-scope the damage necessitating repairs, to covertly omit items necessary to complete repairs, and to artificially suppress the cost of repairs below market value causing damage to Plaintiff which is continuing.

201. In particular, the enterprise parties collaborated to corrupt the claim production workflow through the manipulation of the software used to adjust Plaintiffs' insurance claims to defraud Plaintiff by undervaluing claims to the economic benefit of Defendant and to the economic detriment to Plaintiff Mohun as described herein.

XIV. PREDICATE ACTS — MAIL AND WIRE FRAUD

202. The mail- and wire-fraud statutes prohibit schemes to obtain money or property by materially false or fraudulent pretenses, representations, promises, or material omissions, carried out through covered mailings or interstate wire communications.

203. The property object was money retained by reducing claim benefits. The misrepresentation concerned the provenance and integrity of the estimate used to obtain that economic result.

204. The communications need not themselves contain every false statement if they were incident to an essential part of the scheme. Plaintiff nevertheless identifies the claim, approximate dates, actors, system events, documents, amounts, and purpose presently known.

205. Specific routing records, server paths, email message identifiers, attachment hashes, USPS or commercial-carrier logs, and electronic-payment transaction records remain in Defendants' control. The allegations below are made on information and belief with the factual basis stated in the representative claim histories.

206. On or about July 8, 2025, by email, The Hodge Law Firm PLLC sent letters of representation to TWIA regarding Plaintiff Ernestine Bell (Claim No. 1201253), Plaintiff Alicia Stuart (Claim Number 1196488), and Plaintiffs David and Kristen Mohun (Claim No. 1196371). See STUART 000223-227. Defendant TWIA acknowledged the letter but still withheld details about the concealed reduction without explanation of Plaintiff Stuart's claim by TWIA and its adjusters which diminished the recovery of Plaintiff Stuart to the economic benefit of TWIA.

Plaintiff Ernestine Bell

207. Plaintiff Bell pleads numerous predicates acts of the Defendants which establish showing their RICO violations. The following chart provides a summary of key predicate acts.

Bell Claim Predicate Acts

including but not limited to

DATE	TIME	ACTOR	PREDICATE ACT	METHOD
Aug. 9, 2024	11:47 AM	David DeVilbiss	Makes material alterations to the estimate and moves the altered estimate to Xactimate, causing false information to be transmitted across state lines	Wire Fraud
Aug. 9, 2024	11:47 AM	David DeVilbiss	Sets his fraudulent estimate to complete in Xactimate	Wire Fraud
Aug. 13, 2024	8:48 AM	TWIA — Toni Bowden	Downloads the fraudulent estimate for review	Wire Fraud
Aug. 13, 2024	3:25 PM	TWIA — James Jaraczeski	Downloads the fraudulent estimate for collaboration	Wire Fraud
Aug. 18, 2024	4:19 PM	TWIA — Toni Bowden	Speaks with Ernestine Bell and purportedly represents that the fraudulent estimate was Lee Olivares' work; reviews the estimate with Ms. Bell	Wire Fraud
Aug. 18, 2024	4:19 PM	TWIA — Toni Bowden	Sends a copy of the fraudulent estimate to an agent through Claims Center	Wire Fraud
Aug. 18, 2024	4:19 PM	TWIA — Toni Bowden	Mails a copy of the fraudulent estimate and disposition letter based on it to Ms. Bell	Mail Fraud

208. Predicate schedule—Bell, Aug. 6–13, 2024. On information and belief, Olivares / DeVilbiss / Leading Edge used or caused the use of Wire; exact interstate route for XactAnalysis ownership, collaboration, estimate returns, and approvals. The material deception was the materially revised estimate retained Olivares' attribution, and edit history was not disclosed. The communication furthered the scheme by creating and approving a reduced claim instrument.

209. By letter dated August 13, 2024, Defendant TWIA acknowledged discussing the claim with Plaintiff Bell. . TWIA000261. By the letter, Defendant TWIA solicited information from Plaintiff Bell about the claim while withholding details about the concealed reduction of the claim by TWIA and its adjusters which diminished the recovery of Plaintiff Bell to the economic

benefit of TWIA. TWIA000037 - TWIA000056. TWIA attached documents to the letter including WIA000262.

210. Predicate schedule—Bell, Aug. 13, 2024 and thereafter. On information and belief, TWIA / Leading Edge / reviewers used or caused the use of U.S. Mail to send Plaintiff Bell multiple letters including a Aug. 13, 2024 Response to Claim Acceptance, Aug. 13, 2024 Notice of Claim Acceptance stating that TWIA "[w]e estimate the amount of the loss we will pay is $8,849.31. We are issuing a payment of $7,416.31 to you which represents the amount of loss, less depreciation," information fliers, the fraudulent TWIA estimate dated Aug. 13, 2024 in the amounts of $10,389.31 RCV, $1,433.00 Depreciation, and 8,956.31 ACV, and a Coverage Letter, with determination of coverage including Defendants' hidden reductions to bring the total amount payable well below the original estimate prepared by Lee Olivares. TWIA000262 – TWIA000282. The material deception was Non-inspecting material editor not conspicuously identified. The communication furthered the scheme by: Obtain acceptance and implement reduced payment. Exact transmission evidence is reserved for amendment after production.

211. On or about August 13, 2024, Defendant TWIA issued payment to Leading Edge Service in the amount of $950.00 by check no. 300400525 for its activity in the scheme to defraud Plaintiff Bell by secretly reducing Ms. Bell's claim payment below the amount estimated by TWIA's field adjuster without notice to the field adjuster or Ms. Bell. TWIA000227.

212. On or about August 14, 2024, Defendant TWIA issued payment to Plaintiff Bell in the amount of $7,416.31 by check no. 300400881 effectively defrauding Plaintiff Bell and depriving her of the value of her claim in concert with Leading Edge Claims Service by secretly reducing Ms. Bell's claim payment below the amount estimated by TWIA's field adjuster without notice to the field adjuster or Ms. Bell. TWIA000228.

213. Predicate schedule—Stuart, Oct. 5, 2024. On information and belief, TWIA used or caused the use of Email reflected in produced letter for Email acknowledgment to counsel with prior determination and estimate.

214. By email dated October 10, 2024, The Hodge Law Firm sent Defendant TWIA notice of representation and request for appraisal and abatement for Plaintiff Bell for Claim Number 1201253. TWIA000229 – TWIA000231.

215. By email dated October 17, 2024, The Hodge Law Firm sent Defendant TWIA a letter of representation and request for appraisal and abatement for Plaintiff Bell for Claim Number 1201253. TWIA00023. TWIA marked the letter as received on October 21, 2024.

216. On October 29, 2024 by email, TWIA's Jeremy Harstick sent via email and U.S. Mail a letter acknowledgement of the letter of representation and appraisal request. TWIA000238 – TWIA000240. By the letter, TWIA advised that it was transmitting to the Hodge Law Firm a "a complete copy of our original Notice of Acceptance in Part dated August 13, 2024, and our related estimate for repairs" thereby continuing the fraud and misrepresentations described herein by delivering the said covertly reduced estimate of the loss and the fraudulent misrepresentations contained in the partial letter misleading the Plaintiff about the value of the claim. TWIA000240. In fact, TWIA misrepresented that the notice of acceptance and related repair estimate was original when in fact it was not original. TWIA000243 – TWIA000258. The acceptance was actually based on the fraudulently reduced original estimate by TWIA's adjuster without notice to the policyholder or the adjuster who prepared the original estimate. TWIA000447 - TWIA000679. Thus, the notice of acceptance and the related estimate fraudulently misrepresented the value of the loss.

217. On or about Oct. 29, 2024, TWIA also sent Plaintiffs' counsel a letter acknowledging representation and reiterating the ongoing fraud by referring to and including a copies of the original Notice of Acceptance of the claim dated Aug. 13, 2024, Response to Claim Submission dated August 13, 2024, Notice of Claim Acceptance dated Aug. 13, 2024 stating that TWIA "[w]e estimate the amount of the loss we will pay is $8,849.31. We are using a payment of $7,416.31 to you which represents the amount of loss, less depreciation," information fliers, the fraudulent TWIA estimate dated August 13, 2024 in the amounts of $10,389.31 RCV, $1,433.00 Depreciation, and $8,956.31 ACV, and a Coverage Letter, with determination of coverage including Defendants' hidden reductions to bring the total amount payable well below the original estimate prepared by Lee Olivares. TWIA000243 – TWIA000258. The material deception was reaffirmed and continued despite that Plaintiff's counsel had placed TWIA on notice of its representation.

218. Predicate schedule—Bell, Nov. 7, 2024. On information and belief, TWIA examiner used or caused the use of email/mail for appraisal acknowledgment and related claim communications. The material deception was using the claim determination and estimate as a dispute baseline.

Plaintiff Alicia Stuart

219. Plaintiff Stuart pleads numerous predicates acts of the Defendants which establish showing their RICO violations. The following chart provides a summary of key predicate acts.

Stuart Claim Predicate Acts

including but not limited to

DATE	TIME	ACTOR	PREDICATE ACT	METHOD
Aug. 10, 2024	8:14 AM	David DeVilbiss	DeVilbiss makes material alterations to the estimate and moves the altered estimate to Xactimate system causing false information to be transmitted across state lines	Wire Fraud
Aug. 10, 2024	8:14 AM	David DeVilbiss	DeVilbiss sets his fraudulent estimate to complete in the Xactimate System	Wire Fraud
Aug. 15, 2024	9:41 AM	TWIA — Jacqualynn Boykin	Jacqualynn Boykin of TWIA downloads the fraudulent estimate for review.	Wire Fraud
Aug. 18, 2024	4:19 PM	TWIA — Jacqualynn Boykin	Jacqualynn Boykin of TWIA spoke with Alicia Stuart on the phone and purported that the fraudulent estimate was Lee Olivares' work and reviewed that estimate with Ms. Stuart	Wire Fraud
Aug. 18, 2024	4:19 PM	TWIA — Jacqualynn Boykin	Jacqualynn Boykin sent a copy of the fraudulent estimate to an agent via the portal Claims Center	Wire Fraud
Aug. 18, 2024	4:19 PM	TWIA — Jacqualynn Boykin	Jacqualynn mailed a copy of the fraudulent estimate and a diposition letter based on the fraudulent estimate to Ms. Stuart	Mail Fraud

220. Predicate schedule—Stuart, Aug. 2024. On information and belief, Leading Edge / DeVilbiss / TWIA reviewers used or caused the use of Wire for XactAnalysis collaboration and approval events.

221. On or about August 15, 2024, Defendant TWIA issued payment to Leading Edge Service in the amount of $1,550.00 by check no. 300402391 for its activity in the scheme to defraud Plaintiff Stuart by secretly reducing Ms. Stuart's claim payment below the amount estimated by TWIA's field adjuster without notice to the field adjuster or Ms. Stuart. TWIA 003565.

222. On or about August 15, 2024, Defendant TWIA issued payment to Plaintiff Stuart in the amount of $7,149.50 by check no. 30040243 effectively defrauding Plaintiff Stuart and depriving her of the value of her claim in concert with Leading Edge Claims Service by secretly

reducing Ms. Stuart's claim payment below the amount estimated by TWIA's field adjuster without notice to the field adjuster or Ms. Stuart. TWIA 003514.

223. Predicate schedule—Stuart, Aug. 27, 2024. On information and belief, TWIA used or caused the use of email/mail for acceptance-in-part determination and estimate package. TWIA 003691. The material deception was the actual editor and edit magnitude was omitted. The communication furthered the scheme by implementing reduced valuation. Exact transmission evidence is reserved for amendment after production.

224. By letter dated August 27, 2024, Defendant TWIA acknowledged discussing the claim with Plaintiff Stuart. See STUART 000175. By the letter, Defendant TWIA solicited information from Plaintiff Stuart about the claim while withholding details about the concealed reduction of the claim by TWIA and its adjusters which diminished the recovery of Plaintiff Stuart to the economic benefit of TWIA.

225. On information and belief, TWIA / Leading Edge / reviewers used or caused the use of U.S. Mail to send Plaintiff Stuart multiple letters including an Aug. 15, 2024 letter Response to Claim Submission, Aug. 15, 2024 letter Notice of Claim Acceptance stating that "[w]e estimate the amount of the loss we will pay is $10,357.69. We are issuing a payment of $7,149.50 to you which represents the amount of loss, less depreciation," information fliers, the fraudulent TWIA estimate dated Aug. 10, 2024 in the amounts of $30,816.74 RCV, $ 4,367.24 Depreciation, and $ 26,449.50 ACV, and a Coverage Letter, with determination of coverage including Defendants' hidden reductions to bring the total amount payable well below the original estimate prepared by Lee Olivares. See TWIA 003713.

226. By email dated October 3, 2024, The Hodge Law Firm sent Defendant TWIA a letter of representation for Plaintiff Stuart for Claim Number 1196488. TWIA 005173.

227. On October 7, 2024 by email, TWIA's Larry Sanders acknowledged receiving the letter of representation. TWIA 005193. Mr. Sanders transmitted via the October 7 email an October 5, 2024 Acknowledgement of Letter of Representation to Plaintiff Stuart and the Hodge Law Firm. TWIA 005193. By the letter, TWIA advised that it was transmitting to the Hodge Law Firm together with the letter "a complete copy of our original Notice of Acceptance in Part dated August 27, 2024, and our related estimate for repairs" thereby continuing the fraud and misrepresentations described herein by delivering the said covertly reduced estimate of the loss and the fraudulent misrepresentation contained in the partial letter misleading the Plaintiff about the value of the claim. TWIA 005193. In fact, TWIA misrepresented that the notice of acceptance and related repair estimate was original when in fact it was not original. TWIA 005193. The acceptance was actually based on the fraudulently reduced original estimate by TWIA's adjuster without notice to the policyholder or the adjuster who prepared the original estimate. Thus, the notice of acceptance and the related estimate fraudulently misrepresented the value of the loss.

228. Predicate schedule—Stuart, Oct. 5, 2024. On information and belief, TWIA used or caused the use of email reflected in produced letter for email acknowledgment to counsel with prior determination and estimate.

229. On or about October 7, 2024, Defendant TWIA's Larry Sanders sent an Appraisal Acknowledged letter by email to the Hodge Law Firm. TWIA 005551. TWIA acknowledged Plaintiff Stuart's dispute over TWIA's estimate but it continued in its failure to disclose to Plaintiff the secret reduction of its that the appraisal was failed to disclose in the letter that it had secretly reduced Ms. Stuart's claim payment below the amount estimated by TWIA's field adjuster without notice to the field adjuster or Ms. Stuart, thereby continuing its misrepresentations and fraud over the value of the claim. TWIA005551.

230. On or about July 8, 2025, by email The Hodge Law Firm PLLC sent a letter of representation to TWIA regarding Plaintiff Stuart for Claim Number 1196488. TWIA 003627-3628. Defendant TWIA acknowledged the letter but still withheld details about the concealed reduction without explanation of Plaintiff Stuart's claim by TWIA and its adjusters which diminished the recovery of Plaintiff Stuart to the economic benefit of TWIA.

231. By email dated July 8, 2025, The Hodge Law Firm sent to TWIA a notice of intent to file a legal action on behalf of Plaintiff Stuart. TWIA 003633. Defendant TWIA continued to withhold details about the concealed reduction of Plaintiff Stuart's claim by TWIA and its adjusters which diminished the recovery of Plaintiff Stuart to the economic benefit of TWIA.

232. On July 10, 2025, by email, TWIA's Quanerick Swim acknowledged receiving the letter of representation. TWIA 003705. Mr. Swim transmitted via the July 10, 2025 email a July10, 2025 Acknowledgement of Letter of Representation to Plaintiff Stuart and the Hodge Law Firm. TWIA 003706. By the letter, TWIA failed to provide notice of or justify its fraud and misrepresentations in covertly corrupting the claim process in concert with Leading Edge by reducing its original adjuster's estimate of the loss and concealing the reduction from the policyholder. See STUART 000245-247.

233. On or about July 14, 2025, Defendant TWIA's Ashley Landry confirmed by email to TWIA Litigation and Accounts Payable that both the check to Leading Edge and the check to Ms. Stuart had cleared. TWIA 003619. Defendant TWIA continued to withhold details and failed to correct the fraudulent reduction of Plaintiff Stuart's claim by TWIA and its adjusters which diminished the recovery of Plaintiff Stuart to the economic benefit of TWIA, despite that the payments were issued nearly one year earlier.

Plaintiff Mohun

234. Plaintiff Mohun pleads numerous predicates acts of the Defendants which establish showing their RICO violations. The following chart provides a summary of key predicate acts.

Mohun Claim Predicate Acts

including but not limited to

DATE	TIME	ACTOR	PREDICATE ACT	METHOD
Aug. 12, 2024	9:02 AM	David DeVilbiss	DeVilbiss makes material alterations to the estimate and moves the altered estimate to Xactimate system causing false information to be transmitted across state lines	Wire Fraud
Aug. 12, 2024	9:02 AM	David DeVilbiss	DeVilbiss sets his fraudulent estimate to complete in the Xactimate System	Wire Fraud
Aug. 14, 2024	12:48 PM	TWIA	Eric Shepard of TWIA downloads the fraudulent estimate for review.	Wire Fraud
Aug. 14, 2024	11:13 AM	TWIA	Patrick Morales of TWIA downloads the fraudulent estimate for review	Wire Fraud
Aug. 14, 2024	11:30 AM	TWIA	Patrick Morales of TWIA sends the fraudulent estimate to Eric Shephard for authority	Wire Fraud
Aug. 14, 2024	12:51 PM	TWIA	Eric Shephard of TWIA downloads the fraudulent estimate and provides authority	Wire Fraud
Aug. 16, 2024	1:30 PM	TWIA	Patrick Morales of TWIA downloads the approved fraudulent estimate for review	Wire Fraud
Aug. 16, 2024	1:30 PM	TWIA	Patrick Morales of TWIA left a detailed message advising David Mohun of the contents of the fraudulent estimate	Wire Fraud
Aug. 16, 2024	1:30 PM	TWIA	Patrick Morales sent a copy of the fraudulent estimate to an agent via the portal Claims Center	Wire Fraud
Aug. 16, 2024	1:30 PM	TWIA	Patrick Morales emailed a copy of the fraudulent estimate and a disposition letter based on the fraudulent estimate to Mr. Mohun	Wire Fraud
Aug. 16, 2024	1:30 PM	TWIA	Patrick Morales mailed a copy of the fraudulent estimate and a disposition letter based on the fraudulent estimate to Mr. Mohun	Mail Fraud
Aug. 26, 2024	3:46 PM	TWIA	Darrell Toft of TWIA spoke with Mr. Mohun on the phone and purported that the fraudulent estimate was Lee Olivares' work and reviewed that estimate with Mr. Mohun.	Wire Fraud

235. Predicate schedule—Mohun, Aug. 2024. On information and belief, Leading Edge / DeVilbiss / TWIA reviewers used or caused the use of Wire for XactAnalysis collaboration and approval events.

236. Predicate schedule—Mohun, Aug. 14–16, 2024. On information and belief, TWIA used or caused the use of Email/mail for Claim response, acceptance, cover letter, estimate and payment documents.

237. On or about August 14, 2024, Defendant TWIA issued payment to Leading Edge Service in the amount of $1,667.04 by check no. 300401287 for its activity in the scheme to defraud Plaintiffs Mr. and Ms. Mohun by secretly reducing their claim payment below the amount estimated by TWIA's field adjuster without notice to the field adjuster or Mr. and Ms. Mohun. See TWIA001884. The check was negotiated and cleared the bank. See MOHUN 000131, TWIA001884.

238. On or about August 14, 2024, Defendant TWIA issued payment to Plaintiffs Mr. and Ms. Mohun in the amount of $20,761.10 by check no. 300401342 effectively defrauding Plaintiffs Mr. and Ms. Mohun and depriving Plaintiffs the value of their claim in concert with Leading Edge Claims Service by secretly reducing Plaintiffs' claim payment below the amount estimated by TWIA's field adjuster without notice to the field adjuster or Mr. and Ms. Mohun. See TWIA002855. The check was negotiated by or on behalf of the Mohuns and cleared the bank without knowledge of the fraud misrepresentations by Defendant TWIA and Leading Edge directed at the Mohuns in knowingly and systematically covertly reducing the Mohuns claim prior to issuance of the check. See TWIA001884.

239. By email dated July 8, 2025, The Hodge Law Firm emailed Defendant TWIA a letter of representation for Plaintiffs Mr. and Ms. Mohun for Claim Number 1196371. See TWIA000303' By email dated July 8, 2025, The Hodge Law Firm emailed Defendant TWIA a a notice of intent to file a legal action for Plaintiffs Mr. and Ms. Mohun for Claim Number 1196371. See TWIA000308.

240. By email dated September 30, 2025, The Hodge Law Firm emailed Defendant TWIA a letter of representation for Plaintiffs Mr. and Ms. Mohun for Claim Number 1196371. See TWIA001932.

241. On or about October 1, 2024, TWIA through its examiner, Melissa Carl, transmitted a letter by email or U.S. Mail to Plaintiffs Mohun through counsel for Plaintiffs Mohun attaching TWIA's a package of claim documents including the disposition letter, estimate, and acknowledgement of the Hodge Law Firm's letter of representation, and advising that she requested a certified copy of the policy. TWIA001932.

242. By letter dated October 1, 2024, from TWIA's Ms. Carl, TWIA sent an Acknowledgement of Letter of Representation to Plaintiff Mohun and the Hodge Law Firm. See TWIA001932. The packaged transmitted to the Hodge Law Firm included TWIA's August 14, 2024, Response to Your Claim Submission sent to Plaintiffs Mohun by email and/or U.S. Mail. The response letter stated, "[a]fter carefully reviewing the details of your claim, we have reached a determination. The enclosed Notice of Claim Acceptance provides important details of our determination which includes any claim payment amount," thereby acknowledging TWIA's participation in the scheme resulting in fraudulent reduction of the Plaintiff Mohuns' claim. See TWIA001932.

243. The package included a Notice of Claim Acceptance letter dated August 14, 2024, by which Defendant TWIA through its examiner Patrick Morales advised "we have accepted your dwelling claim in full. We estimate the amount of loss we will pay is $22,472.95. We are issuing a payment of $20,761.10 to you which represents the amount of loss, less depreciation," thereby clearly and unequivocally misrepresenting the value of Plaintiffs' Mohuns claim and basing the "amount of the loss" on the fraudulently contrived and reduced estimate calculated and approved

in concert with Leading Edge. TWIA001892. The letter further stated "[p]lease review the enclosed estimate, which explains how we determined the amount of loss. We are mailing your check separately. It could take 7-10 business days to receive your check. We estimate an additional amount of up to $1,711.85 is available to you as recoverable depreciation when we receive documentation for the cost and completion of repairs." See TWIA001934. The package also included Defendant TWIA's August 12, 2024, estimate assessing the Mohuns' loss. TWIA001934.

244. By the letters and the estimate Defendant TWIA continued the fraud and misrepresentations described herein by delivering the said covertly reduced estimate of the loss and the fraudulent misrepresentation contained in the acceptance letter misleading the Plaintiff about the value of the claim. In fact TWIA misrepresented that "we have accepted your dwelling claim in full," when in fact, TWIA, in concert with Leading Edge had unbeknownst to Plaintiff Mohun reduced claim from the original assed value and substituted the original estimate by its adjuster with a fraudulent and adulterated estimate. TWIA001814. The acceptance and payment amounts for the claim were actually based not on TWIA's original estimate of the loss, but instead on the later revision of the original estimate which was fraudulently reduced by TWIA in collaboration with Leading Edge without notice to the policyholder or the adjuster who prepared the original estimate. TWIA000103. Thus, the notice of acceptance and the related estimate fraudulently misrepresented the value of the loss and were conveyed to the policyholder and the policyholders' counsel by email and/or U.S. Mail. . TWIA000091.

245. Predicate schedule—Class population, 2010–present. On information and belief, Defendants and Does used or caused the use of Mail/wire; database proof required for Estimate-system events, claimant packages, payments. The material deception was substantially similar false attribution and omissions in revising the original estimate. The communication furthered the

scheme by repeating workflow across inventory. Exact transmission evidence is reserved for amendment after production.

XV. PATTERN, RELATEDNESS, AND CONTINUITY

246. The acts are related because they share participants, victims, purpose, results, methods, systems, vendor relationships, catastrophe inventory, and claimant-facing document forms.

247. The acts were not multiple ministerial communications concerning only one isolated dispute. The available records identify at least three claims, different insureds and properties, multiple estimate instruments, separate claim determinations, and repeated use of the same or related personnel and systems.

248. Closed-ended continuity will depend on the proven duration, number of affected claims, number of victims, and separateness of transactions. Plaintiffs do not rely solely on the number of emails generated by one claim.

249. Open-ended continuity is because the challenged method was embedded in a reusable claim-processing workflow and threatened repetition whenever similarly assigned claims entered that workflow. It was not inherently self-terminating upon completion of Bell's claim.

250. The Fifth Circuit's continuity decisions require more than a finite scheme with few victims and a singular objective. Plaintiff therefore pleads an operational method directed at a claim population and will use class discovery to determine its duration and reach. *See, e.g., Abraham v. Singh*, 480 F.3d 351 (5th Cir. 2007).

251. If discovery shows that the conduct was confined to a short period, a few claims, and a single finite objective, Plaintiffs recognize that pattern allegations may require amendment or dismissal. The present audit evidence justifies targeted discovery into population and duration.

XVI. CONCEALMENT, DISCOVERY, AND LIMITATIONS

252. The claimant-facing estimate did not disclose the native ownership history, user-event log, intermediate amounts, collaboration data, or the identity of the person responsible for material edits.

253. Those facts were stored in systems controlled by Defendants and ordinarily unavailable to insureds receiving only a PDF estimate and determination letter.

254. A policyholder's disagreement with the amount paid does not necessarily reveal that a non-inspecting person materially rewrote an estimate while the output retained the inspector's attribution.

255. Plaintiffs acted with reasonable diligence by disputing the claim, retaining counsel, requesting claim materials, and invoking or participating in available dispute procedures.

256. Civil RICO claims generally carry a four-year limitations period running from discovery of injury, subject to governing accrual and tolling principles. Plaintiff pleads timely injuries within four years and, in the alternative, fraudulent concealment or equitable tolling only to the extent supported by evidence.

257. The proposed class period will be conformed to the governing accrual rule, the date the class representatives discovered or should have discovered injury, and the available database retention period.

XVII. CLASS ALLEGATIONS

258. Plaintiffs seek certification under Rules 23(a), 23(b)(3), and, where appropriate, 23(c)(4). She reserves the right to amend the definition after discovery concerning system fields, vendor identities, releases, appraisals, and claim outcomes.

259. The proposed False-Attribution Estimate Class is: All persons and entities insured under a TWIA property policy who, during the four years preceding filing through the date of certification, received or had benefits calculated from a claimant-facing estimate that (a) was initially owned or completed in XactAnalysis/Xactimate by a field adjuster; (b) was thereafter materially edited by DeVilbiss or another non-inspecting reviewer; (c) retained the field adjuster's claimant-facing attribution without conspicuous identification of the material editor; and (d) was used by TWIA to calculate or communicate a claim payment lower than the payment produced by the covered scope in the pre-edit version.

260. Excluded are Defendants; their officers and directors; the Court and its staff; persons who validly released the claims asserted; persons whose claims were fully cured before suit; claims for which a binding appraisal or judgment necessarily resolved the same covered scope and injury; and persons lacking an injury to business or property.

261. In the alternative, Plaintiff proposes an Issue Class limited to whether Defendants used a common workflow to materially edit field estimates while retaining claimant-facing field-adjuster attribution and whether that conduct constituted a scheme to defraud.

262. Plaintiff may propose vendor-specific, reviewer-specific, catastrophe-specific, or transmission-specific subclasses if discovery shows material differences.

A. Numerosity

263. The proposed Class is sufficiently numerous that joinder is impracticable. TWIA processed a substantial Hurricane Beryl claim inventory using outside vendors and electronic estimating systems. The precise number of estimates satisfying the objective query is available from Defendants' databases.

264. Numerosity can be tested by querying estimate ownership changes, user IDs, line-item counts, amount deltas, completion dates, claimant-facing exports, payment records, and vendor assignments. Plaintiff does not rely solely on speculation about TWIA's total claim count.

B. Commonality and Predominance

265. Plaintiffs' show sufficient commonality and predominance herein as follows.

266. Defendants used a standardized estimate-ownership, collaboration, review, and export workflow.

267. Claimant-facing estimates retained field-adjuster attribution after material edits by a different person.

268. The identity of the material editor and magnitude of edits were omitted from standardized outputs.

269. Defendants knew how the export identified the estimator.

270. The omissions and attribution were material.

271. The common conduct constituted a scheme to obtain money or property.

272. The standardized system, email, mail, portal, and payment communications supplied predicate acts.

273. The enterprise had a common purpose, relationships, longevity, and effect on interstate commerce.

274. The acts were related and posed closed- or open-ended continuity.

275. The payment and version data permit formulaic calculation of direct injury after standardized policy adjustments.

276. The releases, appraisals, supplements, prior payments, and limitations can be handled through objective records or subclasses.

277. These common questions predominate if liability turns primarily on standardized electronic provenance and payment data rather than property-specific causation. Individual covered-scope disputes may require exclusion, subclassing, issue certification, or claim-administration procedures; Plaintiff does not ask the Court to assume all removed scope was covered.

C. Typicality and Adequacy

278. Plaintiffs' claims are typical because the same workflow affected their respective estimates: field ownership, non-inspecting editing, material reduction, retained attribution, approval, and payment use. Bell seeks the same theory of relief and would prove it with the same categories of native audit, export, transmission, and payment evidence as absent members.

279. Plaintiffs will fairly and adequately protect the Class. She has no known conflict with absent members and has retained counsel experienced in insurance litigation.

280. Proposed class counsel will commit resources necessary for native ESI, database, actuarial/accounting, estimating, and class-administration work.

D. Superiority and Manageability

281. A class action is superior because the concealed edit history is stored centrally, the core liability proof is common, and many individual underpayments may be too small to justify separate federal litigation.

282. Concentrating the dispute avoids inconsistent findings concerning the same system fields, templates, vendor instructions, reviewer roles, and enterprise.

283. Manageability tools include phased discovery, an objective database query, exclusion of non-injured claims, subclasses, Rule 23(c)(4) issue certification, sampling only where

legally permissible, special-master review, and a claim process using native version and payment data.

284. The proposed damages method is to compare the covered line items and quantities in the qualifying pre-edit and approved post-edit versions, apply policy terms and coverage determinations, subtract valid depreciation and deductible effects, credit all payments and later supplements, and exclude amounts resolved by binding appraisal, release, or judgment. This method must be tested under Comcast Corp. v. Behrend, 569 U.S. 27 (2013).

XVIII. DAMAGES AND RELIEF

285. Plaintiffs seek actual damages consisting of direct economic loss proven through covered-scope, version, payment, and policy data.

286. Plaintiffs seek trebling of damages only as authorized by 18 U.S.C. § 1964(c), together with recoverable costs and reasonable attorney's fees.

287. Plaintiffs seek prejudgment and post judgment interest as allowed by law.

288. Plaintiffs do not presently request a private RICO injunction. Plaintiffs seek appropriate declaratory or case-management relief only to the extent authorized and supported by Article III standing.

XIX. JURY DEMAND

289. Plaintiffs demand a trial by jury on all issues so triable.

XX. PRAYER

290. Plaintiffs respectfully request that the Court certify the proposed Class or appropriate subclasses and issues under Rule 23;

291. Plaintiffs respectfully request that the Court appoint Bell as class representative and her counsel as class counsel after the required adequacy showing;

292. Plaintiffs respectfully request that the Court enter judgment that liable Defendants violated 18 U.S.C. §§ 1962(c) and 1962(d);

293. Plaintiffs respectfully request that the Court award actual damages and treble damages under 18 U.S.C. § 1964(c);

294. Plaintiffs respectfully request that the Court award recoverable attorney's fees and costs;

295. Plaintiffs respectfully request that the Court award Bell any individual contractual or declaratory relief proven and legally available;

296. Plaintiffs respectfully request that the Court award prejudgment and post judgment interest; and

297. Plaintiffs respectfully request that the Court grant all other relief to which Plaintiff and the Class are entitled.

Respectfully submitted,

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