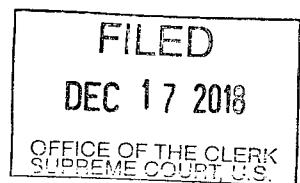


18-7241 ORIGINAL



IN THE

SUPREME COURT OF THE UNITED STATES

Mary-Ann Kerrigan — PETITIONER  
(Your Name)

vs.

QBE Insurance Corporation RESPONDENT(S)  
a foreign insurance company  
ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals for the Ninth Circuit  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Mary-Ann Kerrigan  
(Your Name)

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(Address)

Everett WA 98204

(City, State, Zip Code)

makjamz@yahoo.com (951) 813-0636  
(Phone Number)

## **QUESTION(S) PRESENTED**

Can this court determine it is “extremely unusual and extraordinary circumstances” for QBE insurance and their adjusters to deny coverage by attributing these listed structural insured damages as the result of neglect, wear and tear, or Kerrigan’s dogs: –

- stolen copper plumbing,
- stolen electrical wiring,
- chiseled door locking hardware,
- holes in breached doors,
- broken windows,
- large holes cut in the drywall

- when in conjunction with a home invasion, robbery and occupation by meth head squatters?

Was the lower court justified in disallowing consideration of Kerrigan’s knowledge of the construction industry with \$72k in averaged multiple repair estimates for these insured criminally perpetrated structural damages. Kerrigan’s original attorney filed an IFCA claim with the Washington state insurance commissioner August 17, 2016 #0604-16. Kerrigan’s complaint was filed September 12th, 2016 - a few days after the three-year statute of limitations. Was this a procedural error in his Management of this lawsuit?

Were the lower courts in error by accepting False Evidence statements and omissions presented by Hillman and Campanella coworker adjusters from Claim Adjustment Specialists (CAS).

Is QBE insurance’s denial justified and their legal arguments appropriate since the original investigation was patently flawed and neglected consideration of the criminal element which caused this theft, vandalism, and malicious damages?

Should QBE Insurance have ignored Kerrigan’s protests and closed her claim in September 2013 after the deceptive reporting of their adjusters improper neglectful investigations? By doing this - Did QBE deliberately neglect their ultimate responsibility to perform a proper and reasonable investigation?

Should QBE A foreign insurance company, not recognized by the Better Business Bureau, be legally compelled to perform to industry standard regulations and serve the public with integrity?

Are these questions genuine issues for a jury trial?

Respectfully submitted by:

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## LIST OF PARTIES

- All parties appear in the caption of the case on the cover page.
- All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

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IN THE  
SUPREME COURT OF THE UNITED STATES  
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

**OPINIONS BELOW**

[ ] For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is  
 reported at 2017 U.S. Dist. Lexis 201795; or,  
[ ] has been designated for publication but is not yet reported; or,  
 is unpublished.

The opinion of the United States district court appears at Appendix B to the petition and is  
 reported at 2017 U.S. Dist. Lexis 201795; or,  
[ ] has been designated for publication but is not yet reported; or,  
[ ] is unpublished.

[ ] For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix \_\_\_\_\_ to the petition and is  
[ ] reported at \_\_\_\_\_; or,  
[ ] has been designated for publication but is not yet reported; or,  
[ ] is unpublished.

The opinion of the \_\_\_\_\_ court appears at Appendix \_\_\_\_\_ to the petition and is  
[ ] reported at \_\_\_\_\_; or,  
[ ] has been designated for publication but is not yet reported; or,  
[ ] is unpublished.

## JURISDICTION

[ ] For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was September 18, 2018

No petition for rehearing was timely filed in my case.

[ ] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

[ ] An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No. \_\_ A \_\_\_\_\_.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

[ ] For cases from **state courts**:

The date on which the highest state court decided my case was \_\_\_\_\_. A copy of that decision appears at Appendix \_\_\_\_\_.

[ ] A timely petition for rehearing was thereafter denied on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

[ ] An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No. \_\_ A \_\_\_\_\_.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

## STATEMENT OF THE CASE

Due to hostile fabrications with litigation initiated from an accident involving the previous next-door neighbor my insurance company of 24 years canceled my policy. Bank of America instituted the force placed policy on the structure alone with QBE Insurance. Of note - no dogs occupied the home as my kennel license was revoked late 2010. Since moving back to my home in September 2015 - I obtained a kennel license without further issues.

I regularly visited my home – since my valuables and all my worldly possessions remained there - all be it they were not covered by any insurance policy.

Prior to the home invasion, the most recent visit to my house was mid April 2013. I then went out of state and did not return to the house until August 2013. In May 2013 payments from Worker's Compensation were terminated without notice and I was unable to make mortgage payments due to this sudden loss of income. I had been working with Bank Of America and incurred multiple failed loan modification attempts with my interest rate at 7.5% since 1995. By August 2013 my mortgage was three months in arrears, and the bank had authorized Signature Properties to have a contractor change the locks on the front door. Upon getting the access code, I entered my house and found it to be completely trashed and everything of value gone. Unknown Meth head squatters had left notes in the house (calling me Nana) to give the appearance they were working for me. It could possibly have been a peculiar malicious attempt to make it look like there was no such burglary occurring from their perspective. I immediately contacted the Police, and thereafter QBE Insurance.

Both adjusters came from a company Claim Adjustment Specialists (CAS). At the time it was noted this was not a Better Business Bureau recognized business. The adjusters who came and did the inspection were given detailed breakdown of not only the structural damages but a brief summary of what had been stolen from the house despite the fact it was not insured. I explained how my stolen property was taken through the broken fence boards at the rear west side of my property. Neither adjuster acknowledged any of these facts in their damage appraisal. They in fact opined that indeed no burglary had occurred at all. Coverage was denied specifically on the cut drywall because it was performed with a saw and they found no dust in the stairwell however there was ample drywall dust in the under the house area where this drywall had been cut between the studs. The neighbor who had never met me, informed Campanella one of the QBE adjusters from CAS, that she had walked through my house and on occasion had also heard a vacuum cleaner going in the house.

Statements made by Kerrigan, to both adjusters were ignored and never documented and what was documented, was falsified. This was not a proper investigation performed by either of QBE insurance adjusters.

Kerrigan's tools were all stored in the working basement underneath the house. Once the under house man door was breached, incidentally - the only door that was not double

deadbolt keyed, perpetrators had access to all Kerrigan's tools and used an electric saw to cut the holes in the drywall between the studs so that they could enter and exit her house from this location. The only people who observed criminal behavior were residents of the business behind her home who made numerous 911 calls to report suspicious activity. Appendix... These holes made it convenient to move Kerrigan's large property items like bicycles, audiophile speakers etc.

Both QBE's adjusters and the initial responding sheriff spoke to two neighbors one I never met or even knew had moved next-door. I avoided both when would return to my home. These two neighbors were mistaken in reporting my moving out in 2012

The initial entry point by the intruders into my home was through a large hole made in the garage overhead car door panels. The hole was temporarily secured with plywood until both the doors were replaced, plus the necessary addition of a new second motor to open both doors as required by code. Previously it was one motor for two doors –not allowed by current code – never addressed by either QBE adjuster.

The intruders then punched a large hole in the double dead bolted locked Garage man door.

Unable to get through the man door, a crudely hacked hole was made in the drywall next to the garage man door to open into the ó bath downstairs. The electric switchbox and wiring inside the drywall was completely cut in the process. and two drywall holes made in the garage wall, and ó bath wall. The hole is temporarily secured with plywood nailed to the ó bath wall.

The copper feed to the 1/2 Bath was cut with a blow torch in the crawl space and pulled through the drywall. Neither Hillman or Campanella made provision for these damages in their estimates of the damages.

From under the house, "the crawlspace" a 3<sub>rd</sub> hole was ripped in the left side of the stairwell drywall.

A 4<sub>th</sub> hole was cut from the "crawl space" with a skill saw in the dry wall on the right side of the stairwell, presumably to pass my stolen items into the crawl space. Evidently this was not a large enough hole to accommodate items such as my Marin Extreme Mountain bike, or the \$6,000 Infinity Prelude Tower Loudspeakers, Mirage floorstanding Bipolar speakers, or the Wharfdale floorstanding Valdus speakers. . **THIS WAS NOT COVERED AS Vandalism, Malicious/Mischief AS DETERMINED BY BOTH ADJUSTERS.**

The 5<sub>th</sub> - largest drywall hole was cut from under the house with a skill saw into the laundry closet between the water heater and the washing machine. I found my old Black & Decker skill saw plus an intruder's Stanley Fat Max 25ft tape measure in the crawl space. **THIS WAS NOT COVERED AS V, M/M AS DETERMINED BY BOTH ADJUSTERS.**

Both the Front entry door, and Garage man door were secured by Kwikset signature smart key double cylinder deadbolts, and matching locking doorknobs – cost approximately \$90 each purchased and installed by a locksmith November 2012. The front door double deadbolt was pried off twice causing damage to the door, frame and jamb – requiring replacement. The locks I replaced in 2012 were pried off, and another set were pried off in 2015.

It was subsequently determined that the intruders broke and dislodged five 1" x 6" 6ft cedar panels screwed onto the 2009 built fence in the backyard of my property. Through this broken fence my stolen property was exited and loaded into vehicles parked in the adjacent business parking lot behind my house. Attached Appendix is a copy of the record of two of the multiple 911 calls made by Dr. Roger Hall's Sliver lake Eye Clinic office in the commercial building behind my home, which documents criminal activity related to this claim.

The intruders in fact caused all these damages that are outlined in this declaration. None of the damages were due, as QBE states, to neglect, wear and tear, improper maintenance, or dogs in the house.

QBE Insurance first dispatched adjuster Hillman who I met and did a walk through on the property showing him while describing how all the new insured structural damages occurred as a result of the intruders. Hillman omitted vital components, and made gross errors in the intake of my claim investigation, with a number of his errors duplicated by Campaneila.

The adjusters were grossly deficient in their investigation by improperly performing their intake and evaluation of my home, and the insured structural damages caused by the intruders. They both failed to accurately document measurements and parameters in my home, and accurately reiterate my factual precise statements. This is exemplified by the following omissions or errors

(a) Hillman failed to notice the Hole in the Garage Man Door, which I showed him. Instead both adjusters wrote "it was pulled off the jam".

(b) Both Hillman and Campanella neglected to document the existence of any French doors in the Den room. They did not provide any measurements or document this area in their floor plan of my home. The intruders destroyed these Den French doors. There was no provision in their damage appraisals for the necessary total replacement of all three sets of French doors. All the French doors had the locks pried and screws placed into the opposing door or door jamb, which destroyed the integrity of the glass insulation. Thus consequently they fog, have failed, and all require replacement.

(c) Both Hillman and Campanella neglected to document the existence of any French doors in the lower living room. The intruders destroyed these Lower Living Room French doors. Neither adjuster made provision in their damage appraisals for the necessary total replacement of these French doors.

(d) Both Hillman and Campanella documented the Dining Room French doors at 5'x 6'8" when in fact they are custom 68"x78". The intruders destroyed these Dining Room French doors. Neither adjuster made provision in their damage appraisals for the

necessary total replacement of these French doors.

(e) Both Hillman and Campanella documented the Pantry in the Kitchen as a swing door when it is Two Bi-fold doors.

(f) Both Hillman and Campanella have identical errors on their diagrams of the Entry details: There is no missing wall opening into Room 2. The same errors are repeated by both adjusters for the Dining Room – there is no missing wall opening into Room 2. The vaulted ceilings on the main floor are not 8ft as shown on CAS adjusters worksheets.

An initial check was issued by QBE Insurance for all the above mentioned damages for \$2,409.63. I was appalled, shocked, and outraged that such a minuscule check would be issued for such extensive damages. The claim was closed 09/05/2013, and re-opened and Campanella met me at my home to perform a second assessment of the damages which I illustrated to him in the same fashion as done with Hillman. As a result of the second inspection, another check was issued by QBE 10/23/2013 for an additional \$2,268.66. Neither of these checks were cashed since they were for a ridiculously tiny amount, and not sufficient to repair the home to a livable state.

I persisted in attempting to communicate on multiple phone calls to QBE personnel Wilson, Hurst, or Dupree the desperate need for realistic payment in order for the insured structural damages to be repaired so I could move back to my home. Nothing further happened in resolution of this claim but many hours wasted time talking to the above individuals, with no decent response on the part of QBE. Just prior to Thanksgiving on a weekend, a contractor working on behalf of Bank of America committed Timber Trespass and cut down/mutilated most of my beautiful 35-year-old landscape trees. Trees in large clay pots were also destroyed. The Timber Trespass was documented as “tree trimming” and I was billed over \$3,000 for this dreadful event which has detracted from the appeal of mature landscaped trees to a home. This and multiple other visits from Safeguard Properties summed up to approximately an additional \$9,000 added onto my mortgage principal balance. Had QBE done their due duty to issue funds for timely repair of the insured structural damages, as was my expectation, since I paid for this coverage in my expensive premium, I would have been living at my home, the Timber Trespass would never have occurred nor the charges for these services. Further damages, and squatter activity would also not have occurred.

When I first reported the damages, I was only able to get a repair bid from Mr. Handyman at the time. This was due to the type of insurance being Forced Placed insurance with QBE. I went onto yelp, and called multiple contractors. No-one wanted to deal with me when I informed them of the insurance details - so they told me.

Once I moved back to my home and able to make payments was I able to meet with the various contractors, who wrote estimate figures for the necessary structural repairs related to the 2013 claim.

Basement/Crawl space. Both QBE adjusters were informed this was my working basement where I stored and used all my tools. There were five sets of outlets in the

crawlspace/basement/workshop, plus there were five light fixtures, including an outlet for the landscape lighting timer. None of these or the electric outlet boxes were in the estimate and none of the fixtures were in their estimate.

Under the home – All the Electrical Wiring was cut and stolen. The cut feed wire to the cooking range cut, left loose on the floor. There was about 80ft of monster stereo speaker wire feeding from the main floor living room through the work space to the Bipolar speakers in the downstairs living room, and some of this was cut and removed from in the crawl space under that room.

Since I am a pro se litigant unfamiliar with legal proceedings and case law, I have utilized my previous attorney's Response to the MSJ filed by QBE Insurance as Appendix to present a more qualified opinion on this subject.

QBE's counsel selectively edited my deposition testimony to discredit me in presenting their Motion for Summary Judgment (MSJ) to the lower court. I respectfully submitted portions to illustrate there was no contradiction of previous sworn testimony as Appendix The pages clearly illustrate I was not precisely familiar with the CAS adjusters investigative reports or that of Mr. Handyman until about 2017. So "I could not say either way if they had missed anything" - I just dismissed them because the figures were completely unreasonable. Way off - deceptive pertaining to what it costs to fix the damages. After evaluating sworn statements from Campanella and Hillman I analyzed their worksheets. At this late stage it became grossly apparent that their testimony was misleading and totally suspect. Campanella's statements about the scope of the work are not credible in the absence of getting sworn testimony from Mr. Handyman - a cellphone conversation Campanella had with Mattson of Mr. Handyman. I am alleging collusion, misrepresentation, and false testimony has been provided by both QBE's adjusters which has been presented and accepted by the lower courts. Surely this must be found as a valid reason that this matter should go to trial before a jury.

Outrage is independently claimed by the conduct of QBE - which resulted in forcing Kerrigan, to be homeless for over TWO years, incredibly stressed, incur medical problems, financial issues, and timber trespass all of which have since cumulatively complicated her life immensely.

Reference to deputy Hostetler the initial responding sheriff, should be noted that he took two steps inside the front door, turned around and exited because he did not want to enter or walk through the house. Hostetter spoke to the neighbor at 10210, whom I had never seen or met prior, and he mistakenly determined it was not a valid burglary/theft complaint. The 911 reports confirmed his error. I explained in detail to both QBE 's CAS adjusters the exit route for perpetrators with my stolen property was out through the broken boards in my new 6 foot plus cedar back fence. Neither the adjusters nor QBE ever utilized police reports whilst "carefully evaluating" my claim. So their opinion that they "gave me the benefit of the doubt" is also deceptive. Appendix illustrates this. Also shown is a snippet of the multiple frequent calls made and dismissive responses from QBE corporate.

QBE's MSJ argues "*Moreover, plaintiff's extra-contractual claims all fail on the merits, because there is no evidence that QBE acted unreasonably. Admittedly, plaintiff cannot identify any purported property damage that QBE and its inspectors failed to consider. Plaintiff contends that QBE undervalued the property damage that was identified. That said, plaintiff does not dispute the experience and qualifications of QBE's inspectors. Furthermore, plaintiff herself is unfamiliar with the process by which insurers adjust claims such as hers. Moreover, she has no expert testimony to support her assertion regarding valuation. Thus, plaintiff cannot create a question of fact regarding the reasonableness of QBE's valuation of her property damage claim. Furthermore, even if plaintiff could present evidence of a repair estimate that is higher than the payments made by QBE, such evidence would still be insufficient to save her claims. Washington law explicitly rejects a "strict number comparison approach" between competing property damage estimates as a means of determining reasonableness. Instead, Washington law focuses on the circumstances and underlying reasoning of the insurer's calculation. Here, QBE acted reasonably in investigating and valuing plaintiff's claim, and there is no evidence to the contrary. QBE is entitled to summary judgment as to all of plaintiff's claims.*"

This is wrong. Back in 2013, Kerrigan paid no attention to line by line analysis of the evaluations done by either adjuster as the figures were so unrealistic and unbelievably incomprehensible as industry standard repair bids. The adjuster's software and depreciation is not consistent with the construction industry actual dollar amounts to repair the insured structural damages.

The court incorrectly dismissed my credibility, knowledge, and experience in presenting Industry standard invoices necessary for the insured structural damage repairs. It is absolutely horrific and borderline criminal that both CAS adjusters performed in such a fashion. Thus I am pleading with this Supreme Court to overturn the previous lower court decisions and allow this matter to go before a jury trial.

The qualifications and work experience of both claims adjustment specialist adjusters Hillman and Campanella bares no relevance in this context, due to the fact that their performance was deceptive and not consistent with individuals who purportedly have documented excellent experience and qualifications. Regarding their improper investigation done at the Kerrigan house, evidently they failed to perform per the expectation of a proper reasonable fair investigation of Kerrigan's structural damages claim. Specifically to function by providing a professional accurate account of the damages at Kerrigan's burglarized house. They provided deceptive misleading documentation of the damages they were shown by Kerrigan. These deceptive reports were utilized by QBE in in their "careful investigation" of her claim. At no time did QBE ever perform a proper reasonable investigation of Kerrigan's claim since it was based on the false deceptive reports provided by both adjusters from CAS they employed to evaluate Kerrigan's insured structural damages claim. The public at large is entitled to know at trial this only one of the important issues pertaining to Kerrigan's lawsuit against QBE.

Both adjusters deliberately colluded to improperly document their omissions, incorrect measurements, erroneous findings by presenting bad information to QBE insurance with the ultimate goal of claim denial, with a minimal payment requirement for QBE insurance. I specifically informed both - the last time I was at the property prior to

the home invasion was mid April 2013, before I went out of state. At no point did I ever mention I was out of the country, which is what both wrongly documented. I frequently visited my home, which contained all my possessions until my house was maliciously robbed, and rendered unlivable.

Both Claim Adjustment Specialists (CAS) adjusters were bad actors and documented that in their opinion no burglary occurred. However – for example - mysteriously, multiple quantities of monster cable speaker wire remained visible after all Kerrigan's expensive high-end audiophile speakers and stereo equipment had been removed from the main floor living room, the downstairs living room and the master bedroom. Hillman documented the electric wiring remaining intact in the working basement – this was monster speaker wire - under the house. The home was completely tossed, trashed and unrecognizable as perpetrators looked for possible hidden handguns. There was 9mm Ammunition left in the home. Two long hunting guns, which were hidden, were stolen. Both adjusters by their omissions were deceptive in properly documenting their negligent investigations. Kerrigan's home was devoid of anything of value, missing art on the wall could be seen as hooks and cobwebs in place. Campanella's mention of a 42 inch tube TV purchased in the 90s is not an item any burglar would be interested in.

Campanella's investigation was more adversarial since he sought to undermine the claim by selectively ignoring and misquoting Kerrigan in his false statements. The argument raised about damages from vandalism versus wear and tear is absurd. Observing the nature of the damages it is preposterous to even consider this rationale in light of the burglary, malicious damages, and home robbery. These damages were indisputably caused from criminal activity not wear and tear, neglect, poor maintenance, or Kerrigan's dogs.

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## REASON FOR GRANTING THE PETITION

It is my belief that both Claim Adjustment Specialists (CAS) adjusters Hillman and Campanella undermined my claim by their concocting a prejudicial false documentation of their evaluation of the insured structural damages. They misquoted and misrepresented everything I stated to them. By the theme of their photos they attempted to portray my home as "maintained below average condition", when in fact it was an active crime scene. They disagreed that there was a burglary, and deliberately denied inclusion of legitimate damages claimed.

QBE Insurance upon receiving these falsely documented reports from the CAS adjusters whom they paid, made a partial denial of Kerrigan valid claim. There was never a proper reasonable investigation done by QBE of Kerrigan's claim, and this is the reason we respectfully ask the petition be granted. QBE's Motion for Summary Judgment was granted, Kerrigan's case dismissed. We request the court reconsider this decision.

The court needs to be aware of this case and the most obtuse deceptive unreasonable behavior of QBE Insurance and everybody who had any role in the management of Kerrigan's claim. This conduct is wickedly deceptive, and nobody should be subjected to such cruel demeaning dismissive treatment from an insurance company who is tasked with the contractual role to protect the interests of their insured.

Kerrigan respectfully requests this court to reconsider the decisions of the lower courts and allow her lawsuit to be brought to a jury trial, so QBE's wrongful deceptive behavior does not continue to be mistakenly accepted by the court. The cerebral manipulations of legal arguments presented by their counsel simply cannot justify QBE's improper investigation, and unreasonable performance per the requirements of the insurance industry.

In light of the unreasonable conduct of QBE Insurance in Kerrigan's claim management, their denial, and non-payment due to improper handling and investigation Kerrigan pleads that the court grant her petition.

## CONCLUSION

The petition for a writ of certiorari should be granted.

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December 15, 2018