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Listed below are some of our notable court cases demonstrating that CDA aggressively but fairly defends both policyholders and their insureds.

FLORIDA - Erich Bell v. CWC Transportation LLC & Fishnik Hasaj

This case involved a low impact collision in a parking lot. Our insured, CWC Transportation, LLC ("CWC"), was parked at a gas station, when plaintiff pulled up to a gas pump and stopped with a trailer attached to his pickup. CWC's driver did not see the plaintiff's vehicle and began pulling forward, striking the front of the plaintiff's truck and dragging it a short distance. The plaintiff was seated inside of his vehicle and claimed numerous injuries from this accident, including herniated discs in his neck. The plaintiff eventually underwent surgery on his neck, and claimed past medical expenses of over $95k. The plaintiff demanded $1 million to settle this case.

Prime and CWC worked together in defending this claim, and agreed that the plaintiff's demand was unreasonable. CWC and Prime acknowledged that CWC's driver had some fault in this accident, but we argued that the plaintiff also carried fault in this accident. Furthermore, we argued that the plaintiff's claimed injuries were not related to this minor accident. Ultimately, the jury determined that CWC's driver was only 35% at fault, while the plaintiff was 65% at fault. Applying those percentages to the verdict, the returned a verdict of only $23,365.25. As a result of Prime and CWC's united defense against this plaintiff, we were able to get a great result at trial for our insured.

FLORIDA - LMI Soler & Soler Hauling Inc., Case no. 23-11917 (United States Bankruptcy Court for the Southern District of Florida, Miami Division)

Prime Property & Casualty Insurance Company Inc. wrote a Commercial Business Auto policy for policy period 3/1/2023-3/1/2024 for insured Soler & Soler Hauling, Inc. (S&S). The premium for Prime's policy with S&S was financed by AFCO. In late April 2023 AFCO asked the S&S bankruptcy court to order that Prime's policy be retroactively cancelled to 4/1/2023 and that Prime refund to AFCO all premium not earned as of 4/1/2023. AFCO did not notify Prime properly of this motion. Both Florida and federal notice laws and Prime's policy prohibited retroactive cancellation. But without Prime being aware of the motion and able to present these arguments, the Court ordered retroactive cancellation. When AFCO gave Prime the Court's order, Prime cancelled the policy effective 6/13/2023 which was amended to 5/26/2023 when S&S asked Prime to change to the earlier date to match the date it had bought insurance coverage with a different carrier. The difference between the 5/26 cancellation date and the 4/1 date in the AFCO order would have required Prime refund an additional $83,529.99 in premium.

When AFCO told Prime it would seek to enforce the 4/1 retroactive cancellation date, Prime offered to settle with AFCO for a nuisance value $10,000. AFCO rejected Prime's offer. It shrugged off Prime's arguments as to the deficiency of the retroactive cancellation order by saying that it had obtained and prevailed upon at least eight similar orders from bankruptcy courts throughout the United States, it felt confident it would win this one, and it would seek its legal fees if Prime did not comply. AFCO then filed a motion to have Prime held in contempt of court for not complying with the retroactive cancellation order. After briefing and argument, the bankruptcy court rejected contempt findings saying Prime was correct that there was nothing in the retroactive cancellation order, properly

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understood, that required Prime do anything so there was nothing contemptuous that could have happened. The Court also found compelling that Florida and federal notice laws and the policy prevented retroactive cancellation and told the parties to either give her further authority on the notice rules or consider settlement with her views in mind.

Concerned that a ruling from the Court would threaten its business model of using bankruptcy courts to railroad insurers, AFCO accepted Prime's nuisance value settlement.

LOUISIANA - Messina v. Colonial Logistics, LLC, et al. (19th Judicial Circuit, East Baton Rouge Parish, Louisiana)

This claim arose from a traffic accident in Port Allen, Louisiana. Colonial Logistics driver, delivering packages for Amazon had gone past the address for which he was looking. He made a legal U-turn, and found again the street down which he needed to make a left turn. He slowed to approach the turn, braked, and signaled the left turn. As he began the turn, plaintiff tried unsuccessfully to pass the insured's driver on his left. Plaintiff hit the insured's vehicle near the driver's side door, and careened off that impact into a shallow ditch on the side of the road. Plaintiff claimed that the accident injured her cervical and lumbar spines and she had surgery to replace one of the discs in her lumbar spine. When plaintiff filed suit, she sued Colonial Logistics, its driver and Prime since Louisiana allows direct actions against insurers in the underlying tort suit against the insured.

Plaintiff asked the jury to award her $800,000 to $1.2 million. The jury awarded plaintiff $0 in damages. Defendants showed that plaintiff's version of the accident – that she had been behind our driver for about one mile as he weaved all over the road at 45 miles per hour as he approached his turn at that speed and tried to pass him on the left because she was scared and wished to get away from him – was inconsistent with the evidence that, in fact, plaintiff was only behind insured's driver for approximately .25 mile, that insured's vehicle was almost at a stop when plaintiff attempted her pass, and that plaintiff attempted her pass when, she admitted, our driver could not see her vehicle. The evidence also showed that plaintiff never told others – such as her employers – that she was in the constant and debilitating pain she claimed at trial to have suffered, and she showed no outward signs of great pain as she claimed. Defendants also presented evidence that plaintiff's disc replacement surgery was unnecessary, unsupported by the meaningful diagnostic testing, and that the surgery and other medical charges were much higher than they should be.

Virginia – Nimat Naderi v. Dricky Transport, Inc and Fredrick Boddle

Pedestrian crossing the street in a crosswalk, when our driver was backing a vehicle. Plaintiff sought $90,000 for injuries and $29,000 in lost wages. The Insured adamantly wanted to defend the case, which went to trial. We argued, Phillips v. Stewart, 207 Va. 214, 218, 148 S.E.2d. 784 (1966) a pedestrian is "not entitled arbitrarily to assert their right of way crossing in the face of traffic dangerously close to him." The judge ruled that there was no cause, in favor of defense and awarded the Plaintiff $0.

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FLORIDA/UTAH – Beazley Group v. Prime Insurance Company and Claims Direct Access

Claims Direct Access ("CDA") was managing a claim on which both Prime Insurance Company ("Prime") and Beazley Group ("Beazley") were insurers. Beazley ignored CDA and Prime's recommendations regarding the best defense strategy and they settled the claim for $6.5 million. Beazley then attempted to blame CDA and Prime for its poor decision and demanded that Prime and CDA repay them. Prime and CDA refused. Litigation ensued. The Utah court granted Prime partial summary judgment in a declaratory judgment action, finding that there was no coverage for the claimed loss on the policy. Beazley then raced to Florida in a desperate attempt to seek to recover the settlement against Prime and CDA. Beazley's efforts to forum-shop its claims were denied twice, with a Florida Court of Appeals affirming the district court's ruling that Beazley's actions against Prime and CDA were "wasteful." Shortly thereafter, the Utah court granted Prime's motion for full summary judgment, dismissing all of Beazley's claims. The ruling validated Prime and CDA's course of conduct and rejected Beazley's strategy of erroneously paying a claim the syndicates did not owe and then attempting to throw its smaller partner "under the bus."

Connecticut – Davis v Brownstone Exploration & Discovery Park, LLC

DAVIES V. Brownstone Exploration & Discovery Park, LLC Plaintiff alleged neurological injuries after riding the defendant's drop zipline while attending their water park. Prime's insured denied the allegations and alleged the plaintiff did not follow verbal and posted directions. Following the accident, the plaintiff complained of headaches and dizziness. Prior to trial, the plaintiff demanded $375,000 to settle the case. Prime made an offer of compromise for $10,000. At trial, plaintiff stated the value of the case was between $1,600,000 and $2,000,000, attempting to utilize the "reptile theory" of trial strategy. The evidence presented at trial showed that the drop zip line was not inherently dangerous, and the plaintiff did not follow the verbal directions or directions posted by the ride. After a two week trial, the jury deliberated for less than 3 hours and came back with a defense verdict. From the beginning of the case, Prime and the insured, Brownstone Exploration & Discovery Park, LLC, believed that plaintiff's claims were frivolous, not supported by the evidence, and both were willing to take this case to trial. Representatives of Prime attended the trial, keeping constant communication with the insured and attorneys trying the case, again showing that the unique partnership approach of claim handling and collaboration will lead to great results.

FLORIDA – SALEH V. CWC Transportation, et al

Plaintiff alleged that the insured's trailer swerved into his lane, struck his vehicle which caused him to crash into the guardrail. Prime's insured driver denied the allegations and alleged the plaintiff rear-ended his trailer. Following the accident, the plaintiff complained of back, neck, and shoulder pain and underwent arthroscopic surgery on his shoulder. Prior to trial, the plaintiff demanded $75,000 to settle the case. Prime did not make an offer. At trial, the evidence showed that the plaintiff did in-fact cause the accident. This was supported by the police officer who testified that the plaintiff caused the accident. There was also no evidence to support plaintiff's claims that the wind blew the trailer into the plaintiff's lane. After 30 minutes the jury came back with a defense verdict. From the

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beginning of the case, Prime and the insured, CWC Transportation, believed that plaintiff's claims were frivolous, and both were willing to take this case to trial. Prime's unique partnership approach to handling claims resulted in Prime working collaboratively with the insured to get a great result.

TEXAS – Molly McArdle's LLC

This claim arose out of a "dram shop" claim that was made against our Corpus Christi, Texas insured night club ("Molly's") due to the death of a woman in a vehicle that was hit head on by a man (the "allegedly intoxicated person" or "AIP") alleged to have been overserved while drinking there. The AIP was criminally convicted due to his blood alcohol level at the time of the accident and is now serving time in prison. Our investigation of the claim determined that Molly's did not overserve the AIP as witnesses testified that the AIP did not appear to be intoxicated at our bar. The AIP was not involved in the accident with the other vehicle until 2 to 3 hours after he left our bar. There was also no indication that Molly's violated the "Safe Harbor" provisions of Texas dram shop laws. Absent that showing, Molly's could not be held liable. The case went to trial in February of 2019 and the jury awarded the deceased woman's family $400,000 against Molly's, found that they did overserve the AIP and that they violated Texas law. Believing the judge and jury got it wrong, we elected to take the case up on appeal. The appellate court ruled in April of 2021 that Molly's did not violate the Safe Harbor provision of Texas dram shop laws and reversed the verdict, granting a judgment in favor Molly's and awarding Prime the costs incurred in filing the appeal.

COLORADO – ALONZO V. RELIANT TOWING & RECOVERY

The plaintiff alleged that defendant's employees breached the peace while they were attempting to repossess her vehicle. The plaintiff claimed that on December 10, 2019, Reliant's employees knocked on her door to initiate repossession efforts, but she did not answer. Plaintiff claimed in retaliation for not answering when they knocked, Reliant's employees tried to break into her home and garage, threw rocks, etc. Reliant denied that any of these things happened. Plaintiff filed suit seeking damages for defendant's alleged violation of the Colorado Fair Debt Collection Practices Act, extreme and outrageous conduct, and invasion of privacy by intrusion. Plaintiff sought damages in excess of $100,000 for emotional distress, punitive damages and attorney's fees. At the close of evidence during the two day jury trial, Reliant moved for a directed verdict on all of plaintiff's claims, arguing there was no credible evidence that Reliant's employees exhibited extreme or outrageous conduct and that there was no evidence of any kind of emotional distress suffered by plaintiff. The trial judge agreed and granted Reliant's motion for directed verdict on all counts, entering a judgment in favor of the defendant and against the plaintiff, and dismissing the lawsuit, with prejudice. Alonzo v. The Marquesan Cross, LLC d/b/a Reliant Towing & Recovery; 2020 CV 30671

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EXOTIC CAR RENTAL CLAIM

An exotic car rental company insured by Prime was sued in a Wrongful Death action. Plaintiffs' estate alleged that Prime's insured was independently liable for Plaintiffs' damages, based on a theory of negligent entrustment and/or supervision of the exotic luxury vehicle that they had rented to a customer. Plaintiffs presented a policy limits demand. Prime and their insured partnered to fight, ultimately obtaining a great result. Prime was given the highest commendations from their insured for walking them through the claims handling process, implanting an aggressive claim strategy, and protecting their company's interests. The insured was also very impressed that he had contact from all levels of the company.

UTAH - AVALANCHE CLAIM

A backcountry skiing outfitter insured by Prime, Utah Mountain Adventures, Inc., was involved in an avalanche where one of the participants, Doug Green, was killed. CDA was able to immediately assist by mitigating media pressure and diffusing what may have otherwise been a public relations nightmare. With the Insured's help, CDA was also able to reach out to the family of the deceased person and resolve the claim for $30,000 - the approximate cost of funeral and travel expenses - even though the family had hired representation that had previously demanded a payment of 10 times that amount..

FLORIDA – FAMULARO V. SUNSHINE RECYCLING SERVICES OF SW FLORIDA, LLC

The plaintiff was severely injured when the motorcycle he was driving ran into the back end of a garbage truck owned and operated by Sunshine Recycling Services of SW FL, LLC ("Sunshine"). The plaintiff, who made a policy-limits demand of $1,000,000, alleged that a mud-flap had come off of the truck prior to impact, which had caused him to lose control of the motorcycle. CDA defended Sunshine and retained an expert in accident reconstruction and biomechanics to establish that the mud-flap did not come off until after the plaintiff collided with the truck and that the cause of the accident was simply the plaintiff's negligent operation of the motorcycle. When faced with the weight of the evidence the plaintiff dismissed his case against Sunshine with prejudice. Famularo v. Marlon Antonio Rodriguez and Sunshine Recycling Services of SW Florida, LLC, (2017) Case No. CACE-17-015257 (12). In this matter, Rick Lindsey jumped on the phone with the insured and their personal counsel and buttressed their resolve to fight back rather than to do what their personal counsel initially instructed Prime to do which was to pay the plaintiff the $1,000,000 limit. Everyone at Prime right up to Rick the CEO takes a hands-on approach to promote Prime's Partnership Approach.

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MARYLAND – ALLISON V. METRO INVESTIGATION AND RECOVERY SOLUTIONS

The plaintiff alleged that he had been walking down the sidewalk with his dog when a Metro Investigation and Recovery Solutions ("Metro") tow-truck pulled out of his driveway, catching him in an attached cargo net and dragging him. CDA defended Metro and obtained from them a copy of video surveillance captured by Metro's employee which depicted the accident. It was clear from the video that the plaintiff was upset about getting his vehicle repossessed and that he was injured when he fell while chasing Metro's truck. The video was presented at trial and the court found in favor of Metro by awarding a defense verdict. Allison v. Metro Investigation and Recovery Solutions, (2017) In the District Court of Maryland For Prince George's County, Case No. 050200078042016

NEW YORK – TZAMAROT V. JP MORGAN CHASE & CO. AND MCGUIRE'S SERVICES CORP.

The plaintiff alleged that he slipped and fell on snow and ice near the sidewalk in front of a JP Morgan Chase & Co. bank (the "bank"). The bank had a contract with McGuire's Services Corp. ("McGuire's") to clear the sidewalks in inclement weather. CDA defended McGuire's and moved the court for summary judgment based on the plaintiff's choice to step off of the sidewalk and into the snow and ice. The court agreed with McGuire's and granted their motion, effectively dismissing the plaintiff's case. Tzamarot v. JP Morgan Chase & Co. and McGuire's Services Corp., Supreme Court of the State of New York, County of New York, (2016) NYSCEF Doc. No. 107, Index No. 150451/2014

MISSISSIPPI – BRYANT V. PRIME INSURANCE SYNDICATE, INC.

One of Prime's policyholders believed he was being treated unfairly by Prime in the aftermath of Hurricane Katrina. The jury unanimously agreed that Prime had been fair and rendered a defense verdict in Prime's favor. This was the first jury verdict in Mississippi regarding Hurricane Katrina that was in favor of the insurance company. Bryant v. Prime Insurance Syndicate, Inc. (2010), U.S. District Court, Mississippi, Southern Division, Civil Action No. 1:07CV1126-LG-RHW

NEVADA – PRIME INSURANCE SYNDICATE, INC. V. DAMASO

One of Prime's policyholders did not comply with the policy provisions in reporting a claim to Prime. Prime denied coverage and the policyholder filed a lawsuit against Prime in which it was alleged that Prime breached their contract. The court disagreed with the policyholder and ruled in favor of Prime that the policy was clear and unambiguous and did not cover the claim. Prime was also awarded $5,000 in restitution for attorney fees. Prime Insurance Syndicate, Inc. v. Damaso, 471F.Supp.2d 1087 (2007); U.S. District Court, Nevada, Civil Action No. 2:06-CV-00503-PMP-GWF

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ALABAMA – CARROLL V. PRIME INSURANCE SYNDICATE, INC.

One of Prime's policyholders made a claim for property damaged by a fire. The policyholder also filed for bankruptcy. The policyholder made different declarations about the value of the property; telling the bankruptcy court that the value was much less than was being demanded of Prime. Prime moved the court to allow the bankruptcy declaration into evidence, which had not previously been done in Alabama. The court allowed the evidence and ultimately agreed with Prime that what Prime had paid to the policyholder in settlement of the claim was fair and reasonable. Carroll v. Prime Insurance Syndicate, Inc., 987 So.2nd 656 (2006); Court of Civil Appeals of Alabama, Civil Action No. 2030694

UTAH – HOWARD V. SPIRIT LAKE LODGE

The plaintiff had fallen off his horse and was injured while participating on a guided horseback trail ride offered by Spirit Lake Lodge. CDA's in-house attorney David McBride defended Spirit Lake Lodge and tried the case to a defense verdict based on theories of assumption of risk and comparative negligence. Howard v. Spirit Lake Lodge (2005), Third Judicial District, Summit County, Utah, Civil Actions No. 030500128

MICHIGAN – ROYAL PROPERTY GROUP, LLC V. PRIME INSURANCE SYNDICATE, INC.

One of Prime's policyholders disagreed with CDA and Prime regarding the coinsurance provision of Prime's policy. The policyholder filed a lawsuit against Prime arguing that the policy language was confusing and ambiguous. The court disagreed with the policyholder and ruled in favor of Prime that the policy was clear and unambiguous and enforced the coinsurance provision. Royal Property Group, LLC v. Prime Insurance Syndicate, Inc., 267 Mich.App. 708, 706 N.W.2d 426 (2005); Court of Appeals of Michigan, Civil Action No. 249043

CALIFORNIA – SEANZ V. WHITEWATER VOYAGES, INC.

The plaintiff had drowned while participating on a guided whitewater rafting trip offered by Whitewater Voyages,Inc. CDA defended Whitewater Voyages, Inc. by arguing that the liability waiver form signed by the plaintiff barred his recovery. The court agreed with CDA and upheld the liability waiver. That determination was later upheld on appeal, creating new case law in California regarding the effectiveness of signed pre-accident liability waiver forms. Seanz v. Whitewater Voyages, Inc., 226 Cal.App.3d 758, 276 Cal.Rptr. 672 (1990); Court of Appeal, First District, Division 4, California, Civil Action No. A049465

The Claims Direct Access in-house team of claims and legal professionals is world renowned for having a unique and effective approach to claims investigations, settlement negotiations and complex case resolution.