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7 **Superior Court of the State of California**
8 **FOR THE COUNTY OF SAN BERNARDINO**

9 LINDA AYRES,

10 Plaintiff Vs

11 STATE FARM GENERAL INSURANCE

12 COMPANY, A CORPORATION;

13 CRAWFORD CONTRACTOR

14 CONNECTION, A CORPORATION; PAUL

15 DAVIS RESTORATION, INC., A

16 CORPORATION; DESERT VALEY

17 RESTORATION, INC., DBA PAUL DAVIS

18 RESTORATION & REMODELING OF

19 GREATER PALM SPRINGS; AMERICAN

20 ENVIORNMENTAL GROUP, A

21 MCLARENS INSURANCE COMPANY, A

22 COPORPORATION; and DOES 1-250

23 INCLUSIVE,

24 Defendants

) Case No. CIV SB 2016284

) Assigned to the Honorable Bryan Foster
) Department S22

) **Plaintiff LINDA AYRES Response to**
) **DEFENDANT AMERICAN**
) **ENVIRONMENTAL GROUP’S Request**
) **for PRODUCTION OF DOCUMENTS,**
) **SET NINE**

) Action Filed: July 6, 2022

) THIRD AMENDED COMPLAINT

) TRIAL DATE: To be set 4/12/2023

1 PROPOUNDING PARTY: **AMERICAN ENVIORNMENTAL GROUP**

2 RESPONDING PARTY: **LINDA AYRES**

3 SET NUMBER: **NINE**

4 TO: **AMERICAN ENVIRONMENTAL GROUP AND THEIR ATTORNEYS OF RECORD:**

5 **LINDA AYRES, PLAINTIFF, IN PRO PER, RESPONDING PARTY** hereby responds
6 and to **REQUEST FOR PRODUCTION OF DOCUMENTS – SET NINE**

7
8 **RESPONSES TO REQUESTS FOR ADMISSION**

9 **TRUTH OF FACTS**

10
11 **General Statement**

12 Discovery is continuing and the responding party reserves the right to amend these responses
13 at a later date to incorporate later discovered facts and/or documents.

14 This general statement is incorporated into each and every one of the responses set forth
15 below.

16 Let it be understood by all that State Farm did not deny the wind peril, roof loss and water
17 claim of 2/2/2019 of the Plaintiff's home.

18 Because of the false mold clearance report requested and procured directly by State Farm
19 Arizona adjuster from the McLarens insurance company, litigation support American Environmental
20 Group testing company, State Farm was able to dismiss the vendors that had been hired and
21 supervised and negotiated with and paid and by State Farm, and State Farm used the AEG report to
22 authorize build back by a contractor actually chosen by the Plaintiff, subject to approval by the State
23 Farm California field adjuster, Linda Holloway Cox, on or about March 10, 2022. Build back did not
24 commence until after the AEG report was provided to Randy Brewer, State Farm adjuster, on or
25 about March 19, 2019.

1 State Farm Arizona staff conspired with one another and their premier services vendors to
2 deceive Plaintiff that policy coverage required that she use their assigned vendors. State Farm
3 Arizona office provided fraudulent and fake “welcome” to the “voluntary” Premier Services program,
4 sent by USPS mail dated late February 2019, naming Alacracity as one of the “selected” vendors,
5 which was also fake, phony and false. This was the beginning of the criminal coverup by State Farm
6 of the extreme damages caused by the delays of their assigned vendors throughout the month of
7 February and March 2019. Partial email communications between State Farm and American
8 Environmental group were discovered by Plaintiff in the State Farm “4,000 page data dump”
9 procured by a consulting law firm, prior to litigation. Both AEG and State Farm and have failed and
10 refused to produce the entire thread of communications regarding the significant “mold clearance
11 report” as well as related communications, including but not limited to telephone notes, invoices,
12 payments or even history of the losses.

15 The AEG report indicated on the date of the 3 air samples taken in the 1,100 sq ft, that 65%
16 of the roof had been missing, and multiple storms had caused unabated water damage for
17 approximately 40 days. The reports by State Farm “adjuster representative” Paul Davis Restoration
18 clearly identified water saturated walls, ceilings and insulation THAT HAD NOT BEEN
19 DEMOLISHED NOR WAS THERE ANY EVIDENCE OF ANY CHEMICAL REMEDIATION.

21 The false reports by AEG defy science and defy all recommendations on Defendant’s website
22 regarding the consequences of not handling water damage/dry out/remediation promptly, within 24-
23 48 hours. Plaintiff’s property was without a roof during multiple rain, hail and snow storms
24 throughout February and part of March 2019. That AEG reported in March 2019 no microbial
25 growth or spores of any species is blatantly false. Their follow up report, authorized by State Farm in
26 August 2019, and paid for by Plaintiff, was just as illegitimate and suggests it was written to cover up
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1 the fraud of the March 2019 report, which is suspected of being the cover up of the gross and/or
2 criminal negligence of the State Farm adjusters and their assigned vendors.

3 That State Farm hired, without discussion, agreement or approval of Plaintiff, yet another
4 biased State Farm preferred vendor, with a clearly stated position of being LITIGATION SUPPORT
5 for the insurance industry is again, circumstantial evidence of conspiracy and racketeering. The bias
6 of AEG as “litigation support” is perceived as criminal intent to cover up the damages to the home
7 with intent to cause bodily harm and potential death to the policy holder, as the rapid growth of the
8 toxic microbial elements could do nothing but expand throughout the house.

9
10 Furthermore, and all defense firms have copies of 8 subsequent legitimate environmental
11 testing reports done after the March 2019 and August 2019 AEG reports, CLEARLY DISPUTING
12 THE FINDINGS STATED IN THE AEG REPORTS. These reports have been provided repeatedly
13 and Plaintiff objects to demands to provide them and all other documentation again.

14
15 For public safety and information, all of these reports are also public record, and part of
16 Plaintiff’s Insurer Fraud Awareness blogs, accessible at CrooksInCahoot.com

17
18 Defense counsel for AEG and all defendants have received all of the Plaintiff for all
19 responded to Discovery to date, and had previously provided all documentation in good faith prior to
20 discovery, and had further provided all related documentation for all 10 defendants to all 8 law firms,
21 electronically, in files sorted by DEFENDANT, YEAR, MONTH AND DATE.

22
23 Plaintiff has provided all evidence, repeatedly, to all attorneys involved in this vexatious
24 burdensome discovery by AEG counsel, which has refused to respond legitimately to Plaintiff’s
25 discovery requests, falsely objecting using ‘attorney client privilege’ even for other defendants, and
26 other efforts to win by chicanery, rather than see truth and justice.

1 That said, because co-conspirator and co-defendant State Farm has new counsel in Northern
2 California, and prior Southern California counsel appeared to defer to the “litigation support”
3 provided by AEG counsel in the form of discovery abuse, lawfare, extreme billable hours including
4 attorney cyber-stalking and monitoring and comments in a threatening way on Plaintiff’s social
5 media work, extreme burdens and deceptions on the Court, threats to Plaintiff’s potential witnesses,
6 and direct threats of financial harm to Plaintiff, discrimination against Plaintiff due to age, gender and
7 disabilities, and further gaslighting and intimidation due to Plaintiff’s status as self-represented,
8 unfamiliar with legal jargon, and counsel even used to used real words rather than abbreviations, and
9 also threatened a degree of lawfare and discovery abuse utilizing paralegals, lawclerk, and secretary on
10 a daily basis to overwhelm, cause sanctions, and threats that would be “exciting and expensive” for
11 Plaintiff, in part, in retaliation for rejection of an absurd 998 offer, and the rejection was met with
12 threatening words, “AT YOUR PERIL” – Subsequent BAD-FAITH negotiations took place with
13 AEG counsel, and resulted in more threats, more time wasting and abusive discovery, refusals by
14 AEG counsel to respond to propounded discovery, and even ‘playing doctor’ advising Plaintiff that if
15 she could post on social media, she could meet the discovery deadlines that were also alleged to be
16 ‘impossible for a seasoned litigator’
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20 The recent theatrics in efforts to void the Third Amended Complaint are also representative of
21 the legal chicanery and it must be noted that the Courts have only ruled on each iteration of the
22 Amended Complaints on AEG. AEG counsel continues to disrespect the Court decisions already
23 ruled on, as evidenced in their recent and late response to TAC, which technically defaulted. The
24 dispute regarding the due date of July 6, 2021 is also a factor of AEG counsel chicanery as the Court
25 transcripts show 3 additional pages of discussion moving the dates to a consolidated July 6, 2019, and
26 the NOR sent by AEG counsel did not accurately reflect actual dates. This is also a pattern of
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1 lawfare and intimidation by AEG counsel, as there were multiple Court hearings that were off
2 calendar, but that AEG and 2 or 3 other defendants attended, with the rest of us knowing they been
3 taken off calendar. More fraud and burdens on the Court ... SO FOR THAT REASON, some
4 exhibits will be attached again; all others are already in the possession of all counsels (unless the
5 State Farm SoCal lawyers did not forward all files to State Farm NoCal lawyers. Current attorney for
6 State Farm refuses to Meet and Confer or even introduce himself and has clearly stated that he looks
7 forward to my objections. It seems that his California civility training may be pending.. or up for
8 renewal.
9

10 That said, Plaintiff will provide those links again, along with new information suggesting that
11 AEG was unlawfully and criminally hired directly by State Farm adjuster from the Arizona claims
12 office, Randy Brewer, supervised by Adjuster Team Manager for State Farm, also in the Arizona
13 claims office to provide a false "mold clearance report" that was then used by State Farm to authorize
14 a build back of the 65% demolished home.
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18 **RESPONSE TO REQUEST FOR PRODUCITON OF DOCUMENTS, SET NINE**

19 **REQUEST FOR PRODUCTION NO. 66:**

20 All DOCUMENTS YOU identified in YOUR response eto AEG's Form Interrogatory No 17.1,
21 served concurrently
22

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24 **REQUEST NUMBER 15:**

25
26 DENY; EVIDENCE HAS BEEN REPEATEDLY PRODUCED AND DISCUSSED WITH
27 DEFENDANTS SINCE 2021.

28 **REQUEST NUMBER 16:**

1 Deny. EVIDENCE HAS BEEN REPEATEDLY PRODUCED AND DISCUSSED WITH
2 DEFENDANTS

3 **REQUEST NUMBER 17:**

4 **Object. There is no #17 and several other numbered requests are missing, omitted,**
5 **skipped. Also, named defendants are erroneous and incomplete on AEG counsels Requests for**
6 **Admissions.**

7 **REQUEST NUMBER 18:**

8 Deny. It was further denied at vexatious ex-parte hearing that was rescheduled in October
9 2022 due to improper and abusive failure to properly serve Plaintiff, a pattern of practice exhibited on
10 at least 2 other occasions in this litigation, deceiving the Court and burdening the Court and co-
11 defendants and plaintiff with legal chicanery and lawfare and incivilities, all documented in request
12 for protection that resulted in at least a separately designated email address to provide a degree of
13 protection for self-represented plaintiff from threats, abuse, bullying, gaslighting and lawfare by
14 AEG counsel, while State Farm counsel seemed to observe, support and accept the litigation support
15 provided by their assigned environmental inspection company, acting in capacity similar to the false
16 engineering reports involved in hurricane Sandy litigation.

17 **REQUEST NUMBER 19:**

18 Admit as to hiring someone to install a temporary tarp, as directed by State Farm, until their
19 assigned vendors could arrive at the site; deny as to temporary installation of tarp on 2/2/2019 as the
20 basis of my lawsuit.

21 **REQUEST NUMBER 20:**

22 Deny. Substantial evidence has been provided in discovery since December 2021 in bulk, and
23 prior to that earlier that year and since then. 8 inspections after the 3/19/2019 AEG test refute the
24

1 findings reported by State Farm hired litigation support and environmental inspection company,
2 American Environmental report. ServPro submitted documentation to all defendants also shows the
3 impossibility of the legitimacy of AEG reports of 3/19/2019 that was procured by State Farm desk
4 adjuster request for a “mold clearance report” in order to authorize build back of 65% demolished
5 and damaged home after roof loss in March 2019
6

7 The AEG 8/22/2019 original and amended reports were authorized by State Farm and
8 erroneously reported to State Farm adjuster, Joey Cammiso in Arizona that it was “all clear” per
9 phone conversation with Plaintiff. Report actually showed unacceptable air qualities but appears to
10 have been used fraudulently by and with State Farm claims office as litigation support, carried on
11 through acts of further lawfare by defendant AEG’s legal counsel, Booth LLP.
12

13 **REQUEST NUMBER 21:**

14 Deny. AEG’s false and fraudulent reports are clearly proximate cause of authorization by
15 State Farm desk adjuster Randy Brewer to build back over known and identified water saturated dry
16 wall, insulation, ceilings that were apparently water saturated for over approximately 40 days, only
17 partially demolished and never chemically remediated by any of the State Farm assigned Premier
18 Services Vendors. The ‘
19

20 **REQUEST NUMBER 22:**

21 Deny. Evidence has been provided to all defendants and through further discovery and
22 possibly criminal investigations, more will be discovered. There is evidence of a pattern of practice
23 between State Farm and litigation support assigned vendors producing fraudulent reports to deny
24 claim in catastrophic damages across the nation. Investigations and discovery may prove AEG
25 involved in similar patterns of practices; not just the flawed reporting that caused all the damages and
26 cover up at 58137 Sun Mesa Drive, Yucca Valley CA 92286 in February/March 2019.
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1 **REQUEST NUMBER 23:**

2 As framed, deny. When Complaint was first filed, in good faith I provided a copy of the
3 nearly \$2,000 invoice I paid, after AEG obtained PERMISSION FROM IT'S CLIENT, STATE
4 FARM, to return to the house in August 2019 and do a full house environmental inspection, which
5 they failed to do in March 2019. In good faith, there was discussion with AEG counsel that State
6 Farm repeatedly refused to provide claims file regarding communications and agreements with any
7 and all contractors and other vendors, and it was discussed, in good faith, that AEG counsel might
8 obtain and share same documentations. For some reason, AEG counsel got excited about receiving
9 the approximately \$2,000 invoice paid by Plaintiff and professional conduct turned into extreme
10 aggression, abuse and incivilities. In a shared State Farm "data dump" that a law firm procured
11 directly from State Farm in a request for the claims file, several pages of email communications
12 between AEG and State Farm and ServPro were discovered and shared and produced multiple times
13 in discovery to AEG counsel, including discovery for which Plaintiff was sanctioned for failing to
14 produce but that had actually been produced, and the Court was deceived by AEG counsel, as to
15 content and delivery of abusive discovery. Plaintiff's requests for protection from the Court were
16 inadequately pleaded so the Court could not be moved to protect the disabled, elderly toxic-exposure
17 poisoned Plaintiff.
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22 **REQUEST NUMBER 26:**

23 Deny. Criminal investigations actually seem warranted, including litigation support to State Farm that
24 seems to violate California States of Threats and Professional Codes of Conduct by Officers of the
25 Court. Evidence has been repeatedly provided in discovery and in open communications, and
26 consistently ignored, and the Courts and co-defendants have been burdened with lawfare because
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1 clearly defendant has no defense and relies heavily on litigation intimidation, threats, harassment,
2 bullying and abusive discovery with clearly stated intent to destroy plaintiff financially, with
3 demands that not even a seasoned litigation could keep up with from ‘swaths of law clerks,
4 paralegals, secretaries, lawyers and partners’ while co-defendants watch without objections, including
5 but not limited to efforts by counsel to coerce the Court to violate Plaintiff First Amendment in one
6 of many acts of “litigation support” by AEG to State Farm, and at that time, with co-defendants in
7 efforts to adversely impact good faith settlement negotiations, while using legal jargon then mocking
8 and intimidating Plaintiff for lack of familiarity with jargon, and counsel’s refusal to use plain
9 English and whole words. Mockery and deceptions about “Blue Jeans” comes to mind, along with
10 threats for destructive and invasive testing at Plaintiff’s home, at her expense, and other demands to
11 ensure abusive discovery was not interrupted.
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14 **REQUEST NUMBER 27:**

15 Deny. This is repetitive and abusive and burdensome. AEG counsel has medical records and
16 subsequent environmental reports from non-compromised environmental testing companies,
17 unaffiliated with State Farm’s Premier Services programs and not a part of the State Farm Preferred
18 Vendor program that show extreme toxic contamination and progression of that contamination that
19 could only have resulted from the approximately 40 days of unabated water intrusion that was only
20 partially demolished, there was no evidence of any chemical remediation, and other defendants
21 website also warn about dangers of unmitigated water damages after 24 hours. That AEG’s report(s)
22 indicate first – no mold, inside or outside in February 2019, and “unacceptable*” levels of toxic
23 species reported in August 2019, contrary to science and supportive of racketeering level fraud in
24 collusion with State Farm in an effort to deny a claim for the damages caused by AEG and other
25 unlawfully assigned State Farm vendors.
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1 **REQUEST NUMBER 28:**

2 Deny. See responses above for more details.

3 **REQUEST NUMBER 33:**

4 Deny. From the very first call from “Robert” demanding payment for the asbestos testing ordered by
5 ServPro through Randy Brewer at State Farm Arizona claims, the threats, bullying, litigation
6 intimidation and bad faith , breach of duty of good faith and fair dealing were evidenced. “Robert” of
7 AEG was told by Plaintiff she had no idea who he was or why was calling, and that Paul Davis
8 Restoration was the assigned General Contractor and ServPro was the assigned ‘dry out and
9 demolition and remediation” vendor assigned by State Farm, and that Plaintiff had no knowledge of
10 any company called AEG – American Environmental Group doing anything at the house. Then
11 Robert calmed down, said they billed State Farm but that if State Farm did not pay, I better pay it or
12 they would ruin my credit. Robert was asked for the name and phone number of the State Farm
13 adjuster, which he provided and told Plaintiff to call them and tell they better pay for the asbestos or
14 that my credit would ruined.

15 IT GOT WORSE FROM THERE. THIS IS NOT NEW INFORMATION; IT HAS BEEN
16 PROVIDED IN DISCOVERY SINCE 2021 to all defendants.

17 **REQUEST NUMBER 35:**

18 Responding party is unable to admit or deny because the information known or readily obtainable is
19 insufficient to enable the responding party to admit the matter, The AEG website clearly indicates
20 their services as litigation support which would suggest affiliation with insurers, providing a degree
21 of protection; McLarens Company, the parent company that allegedly acquired AEG in early 2019 is
22 an insurance company.
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1 “McLarens Inc

2 McLarens, Inc. provides insurance services. The Company offers claims management,
3 loss adjusting, and auditing services to pre-risk and damage surveying. McLarens
4 serves customers worldwide.

5 Microsoft Bing does mclarens inc own american enviornmental

6 ALL IMAGES VIDEOS MAPS NEWS SHOPPING MORE

7 About 1,590,000,000 results Any time Open links in new tab

8 Including results for does mclarens inc own american environmental.
9 Do you want results only for does mclarens inc own american enviornmental?

10 **Yes**
11 According to 2 sources

12 **McLarens now owns American Environmental Group (AEG).** AEG brings an additional level of expertise to McLarens' existing risk management and loss adjusting services.

13 - McLarens Environmental S... mclarens.com

14 McLarens Announces Expansion into Environmental Testing and Consulting Services with the Acquisition of American Environmental Group Norcross, GA – USA (March 14, 2019) McLarens, a leading, global independent insuran... mclarens.com

15 Feedback

16 - McLarens Environmental Services
17 <https://www.mclarens.com/expertise/environmental-services>
18 McLarens now owns American Environmental Group (AEG). AEG brings an additional level of expertise to McLarens' existing risk management and loss adjusting services. AEG offers a full ...
19 Estimated Reading Time: 1 min

20 EXPLORE FURTHER

- 21 → Environmental Policy - McLaren mclarens.com
- 22 → McLarens Announces Expansion into Environmental Testing ... mclarens.com
- 23 → Org Chart McLaren Group - The Official Board theofficialboard.com
- 24 → Vision, Mission & Values - McLarens Group mclarens.lk
- 25 → MCLAREN SERVICES LIMITED - Find and update company inf... find-and-update.compan...

26 Recommended to you based on what's popular • Feedback

27 **REQUEST NUMBER 40:**

28 Deny. The evidence of non-biased environmental reports subsequent to the reports provided to State Farm prove beyond a shadow of any common sense that AEG’s reports were done at the behest of State Farm with clear intention to provide litigation support and protection and cover up of the

1 incomplete and improper work done under the supervision licensed and unlicensed insurance
2 adjusters, acting in the capacity of unlicensed general contractors.

3
4 **REQUEST NUMBER 42:**

5 Deny. AEG was the primary and proximate cause of toxic exposure and catastrophic damages, in
6 collusion and collaboration with State Farm and other State Farm assigned vendors, with intent to
7 cover up damages caused in February and March 2019, with intent to knowing and willfully cause
8 illness and possible death to the elderly with disabilities occupant.

9
10 **REQUEST NUMBER 43:**

11 Deny. Even AEG defense counsel suggested that State Farm had possibly requested a cheaper
12 environmental test that would not be as accurate as the requested “mold clearance report” that was
13 never provide. Counsel explained to Self-Represented Plaintiff that when the carrier/adjuster
14 requested a “Mold Clearance Report” but apparently agreed to or requested or settled for a “baseline
15 mold report” knowing that 40 days of water intrusion, category 3 water damage caused after win
16 peril, more than likely required more than 3 air samples in the house that was 65% roofless and
17 partially demolished in dry out, and that identified water damaged building materials were air dried
18 and there was no evidence of chemical remediation. Partial emails, that were part of the State Farm
19 4,000 page “data dump” have been repeatedly provided to defendants, and neither AEG nor State
20 Farm will provide the balance of the evidence and records in discovery, withholding evidence with
21 intent to obstruct justice, and providing further evidence of racketeering and organized complicity to
22 commit insurer fraud, causing catastrophic property damage and life threatening toxic exposure.

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26 **REQUEST NUMBER 44:**

1 Deny. See above referenced emails between State Farm, ServPro and American Environmental
2 group and references to requested but denied discovery for the balance of the evidence.

3 Refer to the 8 non-compromised environmental reports that refute both environmental reports by
4 AEG. AEG reports and AEG counsel refusal to respond adequately to discovery further evidence
5 coverup and racketeering, combined with threats to Plaintiff for not accepting 998 offer and other bad
6 faith time wasting discussions.

7
8 **REQUEST NUMBER 45:**

9 Deny. See August 2019 environmental report and amendment that the District Attorney could likely
10 turn immediately into a criminal case. Suffice, for now, to call it fraud and racketeering and further
11 conspiracy to threaten and harm self-represented plaintiff.

12
13 **REQUEST NUMBER 46:**

14 Deny. See #45 for further relevance.

15
16 **REQUEST NUMBER 47:**

17 Deny. Refer to the amended August 2019 AEG report for clarification of intention fraud, negligence
18 and conspiracy.

19
20 **REQUEST NUMBER 48:**

21 Deny. See March 2019 and August 2019 AEG reports, compare with ServPro and Paul Davis
22 Restoration reports to State Farm Arizona adjusters, Randy Brewer, Joey Camisso, Roy Paynter, and
23 also California field adjuster, Linda Holloway Cox. Compare also to the subsequent 8 environmental
24 reports provided in Discovery to all defendants, since 2021.

25
26 **REQUEST NUMBER 49:**

27 Deny. AEG made it clear repeatedly that State Farm was their client, and they would not speak to me
28 without permission of their client in February 2019 regarding the report, and in August 2019, they

1 would not agree to a full-house inspection without first obtaining approval from their client, State
2 Farm. Clearly they intended State Farm to rely on their representations, and State Farm clearly
3 intended for me to rely on said representations regarding my property.
4

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6 **REQUEST NUMBER 50:**

7 Deny. The flawed and fraudulent and negligent reports and the lawfare and refusals to provide
8 discovery are evidence sufficient for a reasonable person. State Farm requested a “mold clearance
9 report” in February 2019, prior to authorizing build-back. All negotiations were done between State
10 Farm and it’s vendors. I did not see any ServPro reports until long after they were dismissed by State
11 Farm from the loss site. The collusion between the Arizona State Farm adjusters, on site contractors,
12 and the litigation support provided by American Environmental report’s fake/phony/false reports to
13 State Farm, that were used by State Farm to authorize build back are sufficient for any reasonable
14 jury to understand. The defendants would not even provide information on monies paid to their
15 preferred vendors
16

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18 **REQUEST NUMBER 51:**

19 Deny. Plaintiff has previously responded to discovery with copies of all subsequent environmental
20 reports by parties not in collusion with State Farm. Medical records have also been provided in
21 previous discovery to AEG and all defendants, since 2021.

22
23 **REQUEST NUMBER 52:**

24 Deny. Were it not for the fraudulent reports requested by State Farm and provided by AEG, build
25 back of the contaminated property would not have been authorized by any legitimate adjuster,
26 environmental inspection company or general contractor.

27
28 **REQUEST NUMBER 53:**

1 Deny. The violations of California Statutes on Threats by AEG counsel, repeatedly and incessantly
2 since rejection of a '998' low ball offer, along with threats that rejection was "at your peril" and
3 brutal lawfare, discovery abuse, vexatious ex parte actions have all been exhibitions of the inability of
4 AEG defense counsel to legitimately defend it's client due to the obvious fraud, conspiracy, and other
5 breaches. The cyber stalking, threatening and intimidating comments on social media posts by
6 counsel for AEG, in real names, pseudo names and fake accounts further supports professional
7 misconduct and intentional misrepresentation, misconduct and moral turpitude practiced by multiple
8 members of the AEG defense team, in an apparent pattern of practice, which also included boasting
9 of confidentiality breaches with other defendants in earlier settlement discussions, in clear attempts to
10 cheat the plaintiff out of adequate compensation to restore home to pre-loss condition.
11
12

13 **REQUEST NUMBER 54:**

14 Deny. Again, see March 2019 AEG environmental report and August AEG 2019 environmental
15 report and the amended protocol to include further intentional misrepresentation of the toxic dangers
16 with intent to cause bodily harm and death in the cover up involved in the AEG assignment by State
17 Farm for litigation support and false reports. The August 2019 AEG amended protocol included
18 recommendations for hepa filtering and surface cleaning, fraudulently and maliciously and criminally
19 denying the obvious sources of toxic contamination, being the undemolished/unremediated walls
20 identified in February/March 2019 by State Farm adjusters and assigned vendors. To suggest a
21 protocol of surface cleaning for a cost of another \$10,000 by another State Farm preferred
22 vendor/premier services vendor, Puroclean, adds to the evidence of conspiracy, fraud and intentional
23 misrepresentation with intent to cover up the work of previously assigned State Farm premier
24 services vendors, as part of the AEG litigation support services they were apparently hired for.
25
26

27 **REQUEST NUMBER 55:**
28

1 Deny. All the evidence points to criminality, and other causes of action, with intent to cause bodily
2 harm and potential death to an elderly female policy holder with disabilities, by AEG acting in
3 capacity of litigation support in conspiracy and collusion with State Farm adjusters, and in cover up
4 of negligence and other causes of actions by other defendants.
5
6

7 **REQUEST NUMBER 56:**

8 Deny. The intentional misrepresentation is obvious and copies of the limited correspondence from
9 the State Farm 4,000 page “data dump” showing the criminal agreements between State Farm and
10 AEG to provide a false and or fraudulent and or inappropriate report in order to cover up the
11 negligence and fraud involved in an apparent insurance adjuster organized and run scam to inflate
12 profitability and probable kick-backs in the claim that was not denied for WIND PERIL AND ROOF
13 LOSS should, imho, cause criminal indictments for defendants and those who have colluded in
14 litigation support to deceive the Court on numerous occasions, and threaten the policy holder for
15 daring to seek justice in such criminality and civil misconduct.
16
17

18 **REQUEST NUMBER 57:**

19 Deny. Even AEG defense counsel suggested that the State Farm Arizona adjuster and the AEG
20 representative apparently colluded to keep environmental testing costs down for the client, State
21 Farm, at the risk of catastrophic damages and life threatening toxic exposure to the policy holder.
22 Any reasonable person would know that 40 days without a roof, and multiple storms and extreme
23 unmitigated unremediated water intrusion could only cause life threatening toxic exposure. See AEG
24 website for warnings of dangers of delays in handling water damage and mircoribal growth. See
25 PDR website for warnings of dangers of delays in handling water damage and microbial growth. See
26 the Xactimate estimates provided by a non-licensed adjuster, falsely signed as inspected by a licensed
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1 adjuster. As AEG counsel was advised plaintiff on more than one occasion, a cross-complaint by
2 AEG against it's client, State Farm, might be in order if the State Farm adjuster lied to the AEG
3 office in the request for "mold clearance report" as to the extent of damages, identified water
4 saturated walls, ceilings and insulation, and roof sheathing. Both AEG and State Farm have refused
5 to adequately answer discovery and are therefore obstructing justice in efforts to further conceal the
6 criminal intent of the false reports. Keep in mind, the claim was not denied by State Farm – wind
7 peril, roof loss, water damage. AEG report was used by State Farm adjuster, Randy Brewer to
8 authorize build back, which State Farm field adjuster, Linda Holloway Cox, used the Contractor
9 Connection, Paul Davis Restoration "Adjuster Representative" estimates – provided by a non-
10 licensed insurance adjuster, and collectively, all parties have a part in the catastrophic and life
11 threatening dangers to the insured.
12

13
14 **REQUEST NUMBER 58:**

15 Deny. AEG was falsely represented by State Farm to be a legitimate environmental inspection
16 company upon which State Farm relied on for an accurate "mold clearance report" upon which State
17 Farm and policy holder were to rely upon for authorization to build back the home that was without a
18 roof for over 40 days of multiple storms, and all identified water saturated materials were not
19 demolished nor was there evidence of any chemical remediation whatsoever by State Farm assigned
20 vendors. It was only recently that plaintiff realized that AEG services to the insurance industry
21 include LITIGATION SUPPORT, and the lawfare and threats and attacks and obstructions of justice,
22 and prevention of all other defendants from being heard on the Complaint, the First Amended
23 Complaint, the Second Amended Complaint and their recent efforts to further burden Court with a
24 refusal to respond to the Third Amended complaint, in a pattern of practice of attempting to cheat and
25 deceive the Court and self-represented plaintiff. Three pages of Court transcripts identify the July 6,
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1 2022 due date fore the TAC, and the NOR provided by AEG was unclear and failed to include a date.
2 This is not the first professional misconduct by AEG counsel in efforts to deceive the Court and cause
3 plaintiff to miss a deadline, as two other hearings took place based on such malicious NOR's and
4 failures to take hearings off calendar after SAC, and the recent vexatious ExParte hearing, in which
5 Plaintiff was not properly served. AEG counsel lied to the Judge and alleged they did not file the
6 TAC response timely because they alleged it had not been file timely by Plaintiff. Plaintiff asked
7 Judge Alvarez to give AEG 48 hours to file, since they were alleging they prepared response but did
8 not file for cause. AEG counsel told the Judge 'She threatened default' – but they didn't file on
9 time, didn't bother to ask for an extension, and just submitted answers any old time they felt like it,
10 and caused further burdens and delays with these repetitive discovery question which have all pretty
11 much been previously answered. Defense counsel has received all of the Plaintiff's files, in
12 chronological order, multiple times, since December 2021, and before that, all requested documents
13 had also been provided.

14
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16 **REQUEST NUMBER 59:**

17 Deny. See foregoing answers and all previously answered discovery. The only new evidence is the
18 LITIGATION DEFENSE services that AEG alleges to provide to the insurance industry, evidenced
19 clearly and completed in nearly 3 years of billable hours and lack of civility, personal and property
20 threats, discovery abuse, disability discrimination and elder abuse by AEG counsel.

21
22 **REQUEST NUMBER 60:**

23 DENY. Redundant. Evidence repeatedly provided since December 2021 and before.

24
25 **REQUEST NUMBER 61:**

26 DENY. See agreement between State Farm and American Environmental Group, and the Premier
27 Services program through which AEG was assigned to this property claim. Defendants have failed
28

1 and refused to provide requested discovery in clear attempts to obstruct justice and cover up the
2 devastation caused by other defendants, and exacerbated and made catastrophic by the reports and
3 collusions between State Farm and AEG and the reports request, provided and conveyed.

4 **REQUEST NUMBER 62:**

5 Deny. That's almost funny. Look at the damages and environmental reports of the non-colluding
6 environmental reports and the medical reports provided by Plaintiff and subpoenaed by defense for
7 clarification.
8

9 **REQUEST NUMBER 63:**

10 Deny. See agreement between State Farm and AEG, receipts and Premier Services agreement and all
11 correspondence related to this claim, and litigation support services rendered, implied and delivered.
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13 **REQUEST NUMBER 64:**

14 Deny. See agreement between State Farm and AEG, receipts and Premier Services agreement and all
15 correspondence related to this claim, and litigation support services rendered, implied and delivered.
16

17 **REQUEST NUMBER 65:**

18 Deny. See agreement between State Farm and AEG, receipts and Premier Services agreement and all
19 correspondence related to this claim, and litigation support services rendered, implied and delivered.
20

21 **REQUEST NUMBER 66:**

22 Deny. See agreement between State Farm and AEG, receipts and Premier Services agreement and all
23 correspondence related to this claim, and litigation support services rendered, implied and delivered.
24

25 Were it not for the AEG March 2019 false report, build back would not have been authorized and
26 remediation would have been done, including completion of demolition of State Farm adjuster and
27 PDR and ServPro identified water saturated building materials throughout 65% of the house. See
28 also medical records and see also threats to plaintiff for decline of 998 offer, "at your peril" and

1 escalated threats through October 2022, in which Plaintiff feared for her life and was advised by
2 Security experts not to appear in person in Court under the escalated threats and volatile conditions.
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6 **REQUEST NUMBER 67:**

7 DENY. Medical records have been provided, multiple times, including photos and I have been
8 deposed on these matters, under oath, and the Court Reporter, apparently under directions by AEG
9 counsel, refused and failed to provide me with copies of transcripts or recordings of said deposition,
10 and said Court Reporter also discriminated against self-represented plaintiff when defense counsels
11 were agreeing to share documentation discussed after deposition, but that plaintiff was not entitled to
12 copies.
13

14 **REQUEST NUMBER 68:**

15 DENY. Medical records have been provided, multiple times, including photos and I have been
16 deposed on these matters, under oath, and the Court Reporter, apparently under directions by AEG
17 counsel, refused and failed to provide me with copies of transcripts or recordings of said deposition.
18 AEG has also subpoenaed medical records and threatened legal consultants familiar with toxic
19 exposure medical risks away from helping me with threats of depositions and harassment on phone,
20 via email that resulted in interference with witnesses by AEG counsel, which may be another factor
21 in RICO violations. Other threats and harassment were made to people who commented on my
22 blogs.
23

24 **REQUEST NUMBER 69:**

25 DENY. Defense counsel has received medical records, environmental reports and deposition
26 statements regarding toxicity and health challenges. Defense counsel has also subpoenaed medical
27
28

1 records and threatened experts out of helping me by threats of depositions and other forms of threats
2 and harassment that resulted in loss of assistance, based on freely disclosed production of documents
3 in 2021, full documentation in December 2021 and repeated harassing and overly burdensome and
4 duplicate requests for same, while defense has refused to produce any evidence of the accuracy of
5 their “mold clearance reports” of March and August 2019, that defy science and suggest fraud.
6

7 **REQUEST NUMBER 70:**

8 DENY. Defense has received medical records from plaintiff before discovery, as part of discovery,
9 and has also subpoenaed medical records, all of which were also discussed in deposition and all
10 contact info of doctors has been provided multiple times to AEG counsel and all defense counsels.
11 This is yet another example of harassment and discovery abuses by AEG counsel with apparent intent
12 to intimidate and also rack up billable hours, then complaint that Plaintiff has caused their billable
13 hours to be considered excessive, per managing partner.
14

15 **REQUEST NUMBER 71:**

16 DENY. Defense has been provided medical reports and environmental reports listing multiple
17 species of microbial growth in the environment, and also known to cause extreme toxicity in the
18 human body. It’s silly that defense is asking for confirmation that AEG “manufactured or supplied”
19 the Toxic exposure. The allegations include fraudulent reports provided by AEG at the best of State
20 Farm, to deny the presence of toxic microbial growth, which report was used by State Farm to
21 authorize build back of the damages caused by the wind peril, unmitigated and unremediated
22 category 2 and 3 water damage. Plaintiff suggests that defense counsel at least read their client’s
23 public website for more details on toxicity and life threatening dangers, and check with experts
24 within the McLarens insurance organization for better understanding of the lethality of unmitigated
25 water damage. In fact, counsel could likely benefit from reviewing website of codefendants
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1 regarding dangers of unmitigated water damage. This line of admission demands is harassment and
2 apparently aimed to intimidate. The two environmental reports provided by AEG clearly illustrate
3 and evidence their absolute incompetence regarding biological dangers and or prove allegations of
4 intentional fraud and conspiracy and collusion with intent to cause bodily harm as a requirement of
5 their agreement to provide “litigation support” to State Farm and, as necessary, to the co-defendants
6 that contributed to the catastrophic damages and toxic exposure with intent to cover up the negligence
7 of all parties in the first approximately 60 days from date of loss. Counsel has received multiple
8 copies of all reports referenced herein.
9

10 **REQUEST NUMBER 72:**

11 Deny. This line of questioning, along with the delivery of these admission demands the night before
12 the most recent hearing actually further illustrates patterns of racketeering, threats, bullying,
13 intimidation and witness tampering, all acts of moral turpitude and compounded by criminal threats
14 over the course of litigation, starting probably with the threat to plaintiff that the 998 offer was
15 rejected “at your peril.” – perceived as a threat to life by Plaintiff, and by all parties it was discussed
16 with at the time, and subsequently with other threats. The fact that the Court authorized a separate
17 designated email for the entire AEG legal representation teams suggests that the Court also saw the
18 real and or perceived dangers to the self-represented, elderly policy holder with disclosed disabilities,
19 and all disability accommodations denied and by AEG defense in separate issues of discrimination of
20 an elder with disabilities, compounded by violations of California statutes regarding criminal threats.
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23 **REQUEST NUMBER 73:**

24 DENY. Discovery by AEG and State Farm has been dodged and Plaintiff was not even provided with
25 evidence of any agreements and payments between State Farm and AEG, but based on circumstantial
26 evidence of abuses by AEG counsel directed at Plaintiff, causes excess burdens to the Courts, to co-
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1 defendants, and criminal threats that violate the statutes of California, intimidation of witnesses and
2 causing Plaintiff to fear further destructive and invasive testing along with fear for her very life,
3 causing her to seek security, protection and most recently, Plaintiff feared to appear other than
4 remotely at scheduled hearing, not knowing if danger might be present at Court, or if her home might
5 be damaged or ransacked during the known time away from the property, based on the palpable rage
6 and timing of these admissions being produced, in the same pattern of the entire litigation, in hopes to
7 ensure only AEG counsel is heard by the Courts, furthering the suspicions that State Farm knowingly
8 and willfully hired AEG to produce false reports regarding mold clearance, in order to clear
9 negligence of all assigned contractor and vendors, and to fully serve to obfuscate and run the
10 litigation “like a runaway train” – costing all defendants and the Courts and the Plaintiff. Let it never
11 be forgotten that AEG counsel made it perfectly clear that “swaths of paralegals and secretaries”
12 would work in conjunction with legal counsel to cause irreparable and complete financial ruin – as if
13 to suggest that the destruction of my home and attempted poisoning was insufficient, or that counsel,
14 at the behest of State Farm, was hired to complete the property and life threatening attack of Feb/Mar
15 2019, that Plaintiff did survive.

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19 **REQUEST NUMBER 74:**

20 DENY. Please see answers to #73 and all related answers and documentation, previously provided to
21 AEG counsel and all co-defendants.

22 **REQUEST NUMBER 75:**

23 DENY. Please see answers to #73, 74, and 75 and all evidence previously provided to AEG counsel
24 and all co-defendants. DISCOVERY IS NOT COMPLETE. Please also refer to AEG website
25 regarding services as LITIGATION SUPPORT and review transcriptions of this entire case, and all
26 communications from and between Plaintiff and Defendants, including but not limited to Defense
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1 boasting of breach of confidentiality with AEG counsel by defendants that reached settlement despite
2 known breaches of confidentiality and bad faith expressed by AEG counsel, in efforts to undermine
3 all settlement discussions between Plaintiff and defendants.

4 **REQUEST NUMBER 76:**

5 DENY: Please see responses above to #73, 74, 75 and all related response, and all previously
6 provided evidence with receipts totally approximately \$125,000.00 with no final estimates on costs to
7 return the property to pre-loss condition, and knowing there is still no “mold clearance report” for the
8 property, and a recently provided 3 sample air test shows evidence of dangerous species still in the
9 environment, requiring further full house re-inspection and possible full and completion demolition
10 again, for the third time. Had the AEG March 2019 report been legitimate, State Farm would not
11 have authorized build back over known water saturated walls flooring and insulation, and would,
12 instead, used proper protocols and require completion of the demolition of identified water saturated
13 walls, ceilings and sheathing, along with proper protocols for chemical remediation with anticipation
14 that such actions may have been sufficient. In the event they were not sufficient, State Farm would
15 have required complete demolition of the property and build back with uncontaminated building
16 materials within the two period of time for loss of use coverage, and the house would have been
17 properly brought up to code in any areas necessary and required by law, and the approximately
18 \$145,000 coverage for household goods would have been disbursed to Policyholder, rather than
19 \$8,000 and other coverages.
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23 **REQUEST NUMBER 75:**

24 DENY. Although co-conspirators State Farm and AEG have refused to produce claims file
25 documents relative to their association, agreements, negotiations, payments, contracts and other
26 related agreements and communications, in the 4,000 page State Farm “data dump” 4 emails were
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1 discovered between State Farm, AEG and ServPro relative to the water damage and requirements for
2 a mold clearance inspection and report. The illegitimate results, evidenced by the catastrophic
3 damages and toxicity that immediately followed the build-back that was authorized by State Farm,
4 based on the AEG report regarding water damage and microbial growth, are clear evidence of
5 conspiracy and cover up. Please review all the foregoing responses, and all evidence provided to
6 AEG counsel and all defense counsels since filing of the Complaint, which was done at the
7 recommendation of the State Farm agent, Bob Dunn, who, upon learning of the extreme destruction
8 caused by State Farm Arizona adjusters office and unlawfully assigned ‘premier services program
9 vendors’ including AEG for an illegitimate “mold clearance report” in March 2019, followed by a
10 second and third illegitimate “mold clearance report” and amendment of August 2019, functioning as
11 further cover up for the flawed March 2019 report, which served as cover for the negligence of the
12 handling of the initial and totally covered, and non-disputed WIND PERIL and ROOF LOSS claim
13 of policy holder on 2/2/2019. Depositions of State Farm Primary adjuster, Randy Brewer, and State
14 Farm Adjuster Team Manager, both in Arizona, have been postponed, by agreement with State Farm
15 lead counsel, Jon Meno, to January 2023. Linda Holloway Cox is allegedly no longer with the
16 company, and is said to be retired, so subpoenas may be required. Ms Holloway Cox’s deposition
17 may further illustrate RICO violations, as she expressed fear of speaking to her “superiors” in
18 California after the GEEPS environmental reports, authorized by State Farm, that clearly illustrated
19 that the toxic contamination was found in all the walls that were reported thru Contractor Connection,
20 Paul Davis Restoration and ServPro as water damaged, but they were not demolished or remediated,
21 and based on the illegitimate AEG March 2019 report, they were covered up, with intent to cover up
22 the crimes and negligence, with risk of killing the elderly disabled policy holder, with plausible
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1 deniability. Further investigation into 18 U.S.C. 1961 is probably best referred to the Department of
2 Justice and the Department of Homeland Security, imho. See Cause of Action #8 for more details.

3 **REQUEST NUMBER 76:**

4 Deny. Evidence produced prior to and including December 2021 discovery production, and all
5 production and communications thereafter include further evidence of the egregious patterns of
6 racketeering activity that caused catastrophic property damage and life threatening toxic exposure.
7 The property still has no mold clearance and my health is still compromised, with unknown long term
8 effects on my now shortened life span.
9

10 **REQUEST NUMBER 77:**

11 Deny. Everything about this case from the unlawful assignment of State Farm Premier Services
12 vendors, to the exclusion of the policy holder from all discussions/negotiations and decisions
13 regarding the handling of the wind peril/roof loss and water damage, wherein AEG was hired
14 directly by State Farm Arizona claims office to provide a mold clearance report as part of a criminal
15 conspiracy to cover up the negligence (gross or criminal) of the initially assigned State Farm teams of
16 “Premier Services” and “Preferred Vendors” and TPAs and the conduct of AEG’s legal counsel has
17 also been evidence of criminal nature including but not limited violations of California Statute on
18 criminal threats, extortion efforts by PDR that promised a “fast roof” if policy holder/Plaintiff paid
19 \$7,000 cash, to the same roofer that Plaintiff would have called directly, on the day of the roof loss,
20 which was allegedly quoted to PDR as \$5,000 for the roof, that was ultimately Xactimate- estimated
21 by PDR, acting as an insurance adjuster, without an insurance adjuster license, and said estimates
22 were re-categorized multiple times in clear efforts to conceal and coverup the damages caused by all
23 parties, that depended on the illegitimate AEG “mold clearance report” for State Farm adjusters in
24 Arizona to authorize build back, without remediation and without complete demolition of identified
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1 water saturated walls, that State Farm adjusters illegally signed as inspectors, when a State Farm
2 adjuster did not arrived at the property loss site of 2/2/2019 until approximately 3/10/2019. The
3 cover up with intent to cause bodily harm and possible death is criminal in nature and would have
4 succeeded had the Policyholder not been proactive in obtaining legitimate environmental inspections
5 and other expert help as quickly as she was able to. Death would have been imminent, with plausible
6 deniability. There is a case in Texas that went on for years of litigation... I think it as State Farm
7 also... The Mold Queen. She died before settlement. State Farm and it's vendors have a reputation
8 for destroying homes, lives and targeting elderly women with and without disabilities. Seems to fit a
9 tidy description of criminal racketeering, as does the extremely abusive guerrilla law fare and
10 chicanery and extreme billable hours, cyberstalking, threats to witnesses with intent to obstruct
11 justice.
12

13
14 Not one thing has AEG counsel done to suggest that their dealings with State Farm and ServPro were
15 legitimate for anything other than providing "litigation support" and terrorism and threats to an old
16 woman who did not die from toxic exposure because she prayed and acted swiftly, and has been
17 protected from the evils of racketeering, greed, moral turpitude and nearly 3 years of legal chicanery
18 in a civil case that probably should be in criminal court, with more named defendants.
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DECLARATION OF LINDA AYRES

I, Linda Ayres, declare as follows:

- 1. I represent myself in pro per because in the State of California, after seeking legal representation since 2019, it has been suggested that due to insurance cartels and the State Farm position in the insurance industry, that no licensed California attorney will dare to litigate such catastrophic losses clearly caused by State Farm agents, adjusters, managers and preferred vendors also known as “Premier Services Members.” My claim was not denied for Wind Peril, roof loss, and consequent water damage. The catastrophic damages were caused by the defendants in this case of Linda Ayres vs State Farm et al, with delays, negligence and all matters discussed in the original Complaint and subsequent amended versions. THE CLAIM WAS NOT DENIED.**
- 2. The losses sustained by the Policy holder are the direct result of all matters listed in the Causes of Action, including but not limited to catastrophic property damage and toxic exposure. AEG, an environmental inspection company hired by State Farm Arizona adjuster teams, was asked by State Farm to produce a “mold clearance report” upon which State Farm would authorize immediate build back of the 65% demolished home, or require further demolition, remediation before restoration. AEG also boasts that they provide “Litigation Support” as Contractor Connection and Paul Davis Restoration websites warn against using unscrupulous vendors, and they warn of the**

1 dangers of delays in handling water damage, and they also purport to be the “eyes and
2 the ears” of the insurance industry.

3 **3. The unlawfully assigned teams of State Farm Vendors were assigned by, directed by,
4 negotiated with and terminated by State Farm Arizona adjusters, to the exclusion of
5 input by policy holder. State Farm adjuster Randy Brewer, managed by Roy Paynter,
6 both of the Arizona State Farm Office. Plaintiff repeated reported the damages being
7 caused by the vendors to Randy Brewer, begging for authorization to dismiss and
8 replace the team of State Farm Vendors. Mr Brewer advised the crying policy holder
9 that “Nobody likes the State Farm preferred vendor program but we’re stuck with
10 them. All I can do is write checks.” The date of loss was 2/2/2019 and by early March,
11 computer generated letters dated late February 2019 were mailed by USPS to Plaintiff,
12 welcoming her her alleged CHOICE of vendors, naming Alacricity as the “chosen
13 vendor”. The delays caused in tarping the roof, and replacing the roof, and delays in
14 cleaning, drying and moving household goods until after 10 days of water intrusion from
15 the roofless house, contributed to the losses.**

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19 **4. On or about March 8, 2019, State Farm adjuster Randy Brewer finally received an
20 estimate from Paul Davis Restoration, assigned as the General Contractor by the TPA,
21 Contractor Connection. It was on that same day that Mr Brewer granted
22 “authorization” to Plaintiff/Policyholder to replace the assigned State Farm vendors
23 with a roofer and a general contractor. Mr Brewer handled the hiring of the State Farm
24 vendors, and he also handled the dismissal of the State Farm vendors on or about March
25 8, 2022. Mr Brewer led the Plaintiff to believe that the State Farm field adjuster, Linda
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28**

1 **Holloway Cox, would have to meet with the new General Contractor and approve the**
2 **Plaintiff's selection, and review the Paul Davis Restoration Xactimate estimate.**

3 **5. Plaintiff is a 70 year old unmarried woman, with disabilities. The hotel stay organized**
4 **by Paul Davis Restoration and State Farm adjuster Randy Brewer was done a week at a**
5 **time, because it was allegedly a small loss, should not have taken more than a few weeks**
6 **to replace the roof. Because of that belief, the hotel required the disabled plaintiff to**
7 **move 4 times in the first month, causing further extreme hardship, and a hotel room is**
8 **hardly like-accommodations to a 2 bedroom/1 bath home with an empty garage on 5**
9 **acres of beautiful land. After the exasperating and devastating lengthy phone**
10 **conversation wherein plaintiff was granted authorization to hire a legitimate contractor,**
11 **the cognitive demands and fatigue contributed to a slip and fall at the hotel, resulting in**
12 **a head trauma, broken wrist and hospital stay, with reconstructive surgery required to**
13 **her right wrist.**

14 **6. Mr Brewer contacted AEG regarding the required Mold Clearance report prior to**
15 **authorization for build back. The State Farm field adjuster did not inspect the property**
16 **until the meeting on or about March 10, 2019, with a new General Contractor, using the**
17 **Paul Davis Restoration Xactimate estimates, created in capacity of "Adjuster**
18 **Representative" – acting as a licensed adjuster, without a state adjuster's license. Ms**
19 **Holloway-Cox signed estimates as the inspector, when she had not actually been to the**
20 **property.**

21 **7. AEG counsel has abused the Court repeatedly over the years, causing extreme burdens**
22 **to not only the Court, but to co-defendants and with clearly stated intentions by AEG**
23 **counsel to cause economic destruction to the Plaintiff, apparently in anger that a 998**
24

1 offer was declined early on, “at your peril.” AEG counsel has repeatedly threatened
2 Plaintiff with demands for discovery and admissions and sanctions, while refusing to
3 comply with a simple disability accommodation request of email and mailed copies of all
4 served document. Plaintiff has also been subjected to economic sanctions not for failing
5 to produce discovery, but for failing to produce in exact technical format, leading the
6 Court to believe that Plaintiff was being willfully non-complaint. The demands and
7 abusive discovery and requests for protection were submitted, improperly, to the Courts
8 in October 2021, and at least a specially designated email address was approved to
9 mitigate the threats, abuses, harassment and cyber stalking.

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12 **8. The Plaintiff provided copies of all of her files to all of the defendants in December 2021,**
13 **in chronological order, by year, month and date, by each vendor. There have been no**
14 **actual meet and confers regarding discovery, and a request for an IDC – Informal**
15 **Discovery Conference – is pending meeting the current looming deadlines.**

16
17 **9. AEG counsel readily admits these admissions are excessive and they were served the**
18 **night before the recent hearing, on the Third Amended complaint, in a clear pattern of**
19 **practice to overburden, overwhelm and bombard the Court with more legal chicanery**
20 **that may meet the letter of the law, but it is closer to moral turpitude than to the Spirit**
21 **of the Rule of Law.**

22
23 **10. Counsel cannot defend it’s client, so it hopes to win on technicalities. Plaintiff may not**
24 **be able to win based on technicalities, discovery abuse, threats, violations of California**
25 **Statues on Criminal Threats, intimidation, and clearly stated defense intentions to cause**
26 **complete and utter economic destruction and punishment for declining 998 offer, as well**
27 **as aborted bad-faith settlement discussions over the years. Using trickery, AEG counsel**
28

1 attempted to deceive the Court in an ex parte hearing in October 2022 which I was not
2 properly served, so I didn't know about it. When I brought it to their attention that
3 they knowingly sent notice to a prohibited email address from which their firm is
4 blocked, due incessant threats, harassment and other professional misconduct over the
5 course, they rescheduled after proper service. They also had another ex-parte hearing
6 attempting to deceive and cheat the Court and burden Court and co-defendants because
7 they did not want to respond to the TAC. They told Judge Alvarez they were ready to
8 file it then they 'found out' it was not filed. I asked the Judge to grant them 48 hours to
9 file, if they were telling the truth about why they did not file. They finally filed a week
10 or two later; they defaulted, but for the sake of Justice, we will proceed as if they filed
11 timely and in good faith. Their NOR also caused some of the confusion, and their
12 relentless efforts at harassment (of which the associate seems to have legal expertise)
13 and discrimination and abuse of an American with disabilities is absolutely moral
14 turpitude and is unfitting conduct of any officer of the Court. Such conduct seems to be
15 the corporate culture at the defense firm for AEG, as similar vile conduct was
16 experienced just prior to the devious ex-parte TAC shenanigans and continued gas-
17 lighting.
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21 **11. I have had to seek security guidance and support, and even witnessess have been**
22 **threatened by AEG counsel, in it's apparent role of "litigation support" to cover for it's**
23 **illegitimate "mold clearance report" which was procured at the behest of State Farm**
24 **Arizona insurance adjusters, with intent to cover up the negligence (criminal or gross),**
25 **by it being used to authorize a build back over known water saturated walls, ceilings,**
26 **insulation and sheathing. The rapid growth of the toxic exposure microbial growth is**
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1 evidenced in 8 additional environmental reports, provided to all defendants and
2 available as a warning to the unsuspecting public, and the approximately 85 million State
3 Farm policy holders and accounts.

4 **12. State Farm did not deny my claim. Their vendors destroyed my home and nearly**
5 **caused an early death by toxic exposure. All decisions were made about my property by**
6 **the State Farm Arizona claims adjuster office, without my involvement or**
7 **authorizations. AEG is either complicit with the State Farm teams, or a victim of**
8 **extreme insurer fraud. State Farm has a reputation in the industries that they use**
9 **referrals as bait to retain companies to work for them, who must then indemnify the**
10 **carrier from all losses. Paul Davis Restoration and Contractor Connection apparently**
11 **have such indemnification leases to protect State Farm from losses they have caused.**

12 **13. AEG counsel is adamant that they have no such indemnification requirements with**
13 **State Farm, but their abuses and threats and obvious litigation intimidation seem to fit t**
14 **he profile conduct of “litigation support” including illegitimate reports to cover up the**
15 **negligence of the “team”**

16 **14. AEG COUNSEL’S COVER SHEET IMPROPERLY OMITTS DEFENDANT DESERT**
17 **VALLEY RESTORATION and IMPROPERLY INCLUDES SERVPRO.**

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22 **I declare under penalty of perjury under the laws of the State of California that the**
23 **foregoing is true and correct, to the best of my knowledge, and that this declaraton was**
24 **executed on November 13, 2022, in Yucca Valley, California.**

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27
28 **Linda Ayres, In Pro Per**

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3 **VERIFICATION**

4 STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

5 I, **LINDA AYRES** declare that:

6 I am a party to this action.

7 I have read the foregoing **RESPONSES TO REQUEST FOR PRODUCITON OF**
8 **DOCUMENTS, SET NINE** and all attachments and know the contents thereof. I certify that the
9 same is true of my own knowledge, except as to those matters which are therein stated upon my
10 information and belief, and to those matters I believe them to be true.
11

12 I declare under penalty of perjury under the laws of the State of California, that the foregoing
13 is true and correct.
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15 Executed this 14th day of November 2022 at Yucca Valley, California.
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17 *Linda Ayres*
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19 Linda Ayres, In Pro Per
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EXHIBITS

1. <https://tinyurl.com/DocProduction-Dec-2021>
2. <https://tinyurl.com/DocProduction-Dec-2021-Part2>
3. <https://tinyurl.com/DocProduction-Dec-2021-Part3>
4. <https://tinyurl.com/PDR-XACTIMATE92PAGES>
5. <https://tinyurl.com/StormageddonYuccaValley2019>
6. <https://tinyurl.com/expertwitness-RobertGriswold>
7. <https://tinyurl.com/Production-PDR-22Jan1>
8. <https://tinyurl.com/SunMesa-FengShuiWalk-Nov2020>
9. <https://tinyurl.com/statefarm-RICO>
10. <https://tinyurl.com/PROD-AEG-MTC-MARCH2022>
11. <https://tinyurl.com/StateFarmDisney2022>
12. <https://tinyurl.com/2019STATEFARMPOLICY>
13. <https://tinyurl.com/AEG-HBOOTH-DISCOVERY>
14. <https://tinyurl.com/SFPremierServices>
15. <https://tinyurl.com/StateFarmVendors>
16. <https://tinyurl.com/PDR-MAY22-DISCOVERY-1>
17. <https://tinyurl.com/PRODUCTIONLIST2021>
18. <https://tinyurl.com/PRODUCTION-MEDICAL>
19. <https://tinyurl.com/CAstatutesofTHREATS>
20. <https://tinyurl.com/CAstatutesofthreats-BING>
21. <https://tinyurl.com/SFpremierHELP>
22. <https://tinyurl.com/BlackMoldMattersOnFacebook>
23. <https://tinyurl.com/AEG-HBOOTH-DISCOVERY>

1 24. <https://tinyurl.com/SUNMESA-OUTLINEmap>

2 25. <https://tinyurl.com/AyresVsStateFarmEtAl-TIMELINE>

3 26. <https://tinyurl.com/4emails-showthefraud>

4 27. <https://tinyurl.com/AEG-LitigationMoldAirQuality>

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8 **FACE PAGES FOR ALL THE FOREGOING LINKS ARE ATTACHED;**
9 **SOME WITH ADDITONAL PAGES FROM THE LINK FOR THE**
10 **CONVENIENCE OF DEFENSE COUNSELS AND THEIR CLIENTS, WHO**
11 **MIGHT WANT TO KNOW HOW DEFENSE COUNSELS HAVE HANDLED**
12 **THEIR LITIGATION AND APPARENTLY EXACERBATED LIABILITIES**
13 **AND RISK EXPOSURE.**

14
15
16 **PLEASE KEEP IN MIND, STATE FARM DID NOT DENY MY CLAIM –**
17 **WIND PERIL, ROOF LOSS, WATER DAMAGE.**

18
19
20 **STATE FARM AND IT’S ASSIGNED VENDORS AND LITIGATION**
21 **SUPPORT CAUSED THE CATASTROPHIC DAMAGES AND LIFE-**
22 **THREATENING TOXIC EXPOSURE.**

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24
25 **THAT’S KNOW, EVEN WITH THE WITHHOLDING OF EVIDENCE BY**
26 **THE MOST CULPABLE PARTIES.**

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PROOF OF SERVICE

I reside in the County of San Bernardino, State of California. I am over the age of 18 and my mailing address is PO BOX 835, Yucca Valley, CA 92286.

On November 14, 2022, I served the foregoing document(s) described as:

Plaintiff LINDA AYRES Response to DEFENDANT AMERICAN ENVIRONMENTAL GROUP'S Request for PRODUCTION OF DOCUMENTS -SET NINE AND GENERAL STATEMENT and DECLARATION OF PLAINTIFF

See service list attached

BY ELECTRONIC TRANSMISSION: Pursuant to California Rules of Court the above referenced documents are being e served to the email listed on the attached Service List
 STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on November 14, 2022 at Yucca Valley, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: November 14, 2022

Linda Ayres

Linda Ayres, In Pro Per

SERVICE LIST

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
1	American Environmental Group, a McLarens Company, a Corporation	Hillary Arrow Booth - Managing Partner Booth LLP 11835 W Olympic Blvd, Suite 600E Los Angeles, CA 90064	hbooth@boothllp.com	T. 310.641.1800																							
2	Crawford Contractor Connection	J. DOMINIC CAMPODONICO, Partner Gabriel Hedrick, Associate Gordon & Rees Scully Mansukhani 285 Battery Street Suite 2000 San Francisco, CA 94111	dcampodonico@grsm.com ghedrick@grsm.com	P: 415-986-5900																							
3	Desert Valley Restoration, dba Paul Davis Restoration & Remodeling of Greater Palm Springs	German a Marcucci, Partner Dominique Sicari, Associate ROPERS MAJESKI PC 445 South Figueroa Street 30th Floor, Los Angeles, CA 90071	german.marcucci@ropers.com dominique.sicari@ropers.com	Office (213) 312-2086 Cell (213) 864-8380																							
4	Paul Davis Restoration, Inc.	German a Marcucci, Partner Dominique Sicari, Associate ROPERS MAJESKI PC 445 South Figueroa Street 30th Floor, Los Angeles, CA 90071	german.marcucci@ropers.com dominique.sicari@ropers.com	Office (213) 312-2086 Cell (213) 864-8380																							
5	State Farm General Insurance Company, A Corporation	John Meno and Brendan Fogarty, Attorneys - Pacific Law Partners 2000 Powell St., Suite 950, Emeryville CA 94608	jmeno@plawp.com ; bfogarty@plawp.com	office - 510 841 7777 fax: 510 841 7776																							
	PLAINTIFF - LINDA AYRES	Linda Ayres, IN PRO PER, PO Box 835 Yucca Valley CA 92286	lindaayres311@gmail.com	760-368-5243																							

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