

IN THE COUNTY COURT
IN AND FOR POLK COUNTY, FLORIDA
VOLUME II

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RAYMOND E. GUNDER, JR., on      :
behalf of Skelly,              :
                                :
      Plaintiff,                : No.:
                                : 53-2012SC-001383-
vs.                             : 0000-LK
                                :
STATE FARM MUTUAL AUTOMOBILE    : Section:  L1
INSURANCE COMPANY, a Florida   :
corporation,                   :
                                :
      Defendants.              :
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DEPOSITION OF:                CHRISTOPHER ROBINSON

DATE:                          June 26, 2013

TIME:                           1:25 p.m. to 5:04 p.m.

PLACE:                          450 South Orange Avenue
                                Orlando, Florida 32801

PURSUANT TO:                    Notice by counsel for the
                                Plaintiff for purposes of
                                discovery, use at trial or
                                such other purposes as are
                                permitted under Florida
                                Rules of Civil Procedure

BEFORE:                         Catherine L. Ferrell
                                Court Reporter, Notary
                                Public, State of Florida

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1 APPEARANCES:
 2 A. BRENT GEOHAGAN, ESQUIRE
 Geohagan, P.A.
 3 3001 Bartow Road
 Lakeland, Florida 33803
 4 Attorney for the Plaintiff.
 5
 JOHANNA W. CLARK, ESQUIRE
 6 Carlton Fields, P.A.
 450 South Orange Avenue
 7 Suite 500
 Orlando, Florida 32801-3370
 8 Attorney for the Defendants.
 9
 10 ALSO PRESENT:
 Raymond E. Gunder
 11
 12 I N D E X
 DIRECT EXAMINATION CONTINUED BY MR. GEOHAGAN Page 87
 13 CERTIFICATE OF OATH Page 215
 14 REPORTER'S CERTIFICATE Page 216
 15 ERRATA SHEET Page 217
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 17 E X H I B I T S
 18 Defendants' Description Marked
 19 1 State Farm Estimate 3/30/3012 Page 106
 2 Supplement 3 Skelly Page 137
 20 Comp.3 Estimates/Supplements Page 137
 4 Gunder's Supplement/Skelly Page 141
 21
 22 CERTIFIED QUESTION (S)
 23 BY MR. GEOHAGAN
 24 Page 120 Line 5
 25

1 recall that?
 2 A Yes.
 3 Q And your first thing you told me was you
 4 learned how to proficiently use Audatex; do you recall
 5 that?
 6 A Yes.
 7 Q How does proficiently using Audatex help you
 8 to prepare an estimate in order to properly repair a
 9 vehicle?
 10 A Learning to use it proficiently, you're able
 11 to find parts of the vehicle on the data base to select
 12 the damage.
 13 Q So, if you have a vehicle that has been
 14 involved in a collision and you're looking at it for
 15 purposes of preparing your estimate, would you look at
 16 the car and then go to Audatex or how does that work?
 17 A I take my computer to the car and, as I'm
 18 going, as I'm reviewing vehicle's -- the vehicle
 19 damages, I select them in Audatex, the damages or
 20 repairs that are needed to properly repair that
 21 vehicle.
 22 Q So you would identify -- you look at the
 23 vehicle and you identify where there is damage and then
 24 you go to Audatex thereafter; is that -- am I -- I
 25 don't do this stuff.

1 CHRISTOPHER ROBINSON,
 2 the witness herein, having been previously sworn and
 3 deposed further as follows:
 4 THEREUPON this reporter read back the
 5 requested portion of the transcript.
 6 BY MR. GEOHAGAN:
 7 Q Mr. Robinson, we were at one point -- I'm
 8 going back now, here. You had talked about as part of
 9 your training the things that you have gleaned and
 10 garnered from that and the first one you mentioned was
 11 proficiently using Audatex; do you recall that?
 12 A Yes, sir.
 13 Q Now with regard to your having learned how to
 14 proficiently use Audatex, how does that help you in
 15 preparing your estimates for purposes of a damaged
 16 vehicle and having it repaired?
 17 MS. CLARK: Object to form.
 18 THE WITNESS: Can you repeat that question?
 19 BY MR. GEOHAGAN:
 20 Q Sure. I had asked you what you learned or
 21 garnered or gleaned, whatever verb you want to use,
 22 from your training?
 23 A Okay.
 24 Q And for purposes of how to write an estimate,
 25 for purposes of properly repairing a vehicle, you

1 A I take my computer to the car.
 2 Q Yes.
 3 A So it's kind of all one thing together.
 4 Q Yes.
 5 A As I'm reviewing the car, I'm putting it in
 6 the system so this is just to make something up, let's
 7 say, there is the right side of a car. I'm going to
 8 start at one end of the car and select the damages and
 9 keep going. As I go, I'm selecting my damages on my
 10 computer as I'm reviewing the vehicle.
 11 Q So you see at the damage, you enter that into
 12 Audatex, am I right so far?
 13 A Yes, I'm selecting parts out of Audatex on
 14 the repair times.
 15 Q You put it in. What does Audatex give you
 16 back whenever you put it in?
 17 MS. CLARK: Object to form.
 18 A What do you mean by "give me back"? I don't
 19 understand that question.
 20 BY MR. GEOHAGAN:
 21 Q Well, for instance, I mean, what is Audatex
 22 for, I guess is what I'm asking, because you could take
 23 a pad like this and go down and write a list of, you
 24 know, damage to right quarter panel, right front
 25 quarter panel or right rear quarter panel? You could

1 do that, right?
 2 A Right.
 3 Q You could do whatever else you want to, but I
 4 guess me question is, why are you putting it into
 5 Audatex? What does Audatex do for you?
 6 A It has stored guidelines that I'm able to
 7 use, like, saying replacement of parts, it's going to
 8 give me a stored time to install that part so it helps
 9 me create the estimate.
 10 Q Okay. Again just to break it down for the
 11 Court here, so if you have damage to the right rear
 12 quarter panel, you could go and put that into Audatex,
 13 correct?
 14 A Correct. Whether it's a replace or a repair,
 15 correct.
 16 Q Would you put in there whether it's replace
 17 or repair or would Audatex tell you whether it's
 18 replace or repair?
 19 A Depending on the panel, I will make that call
 20 and I will put in either a repair time and I'll put in
 21 a replace time.
 22 Q Okay. And do you put in the time or does
 23 Audatex tell what you the time is?
 24 A Time for what?
 25 Q Well you said time. You said you will --

1 didn't you just mention time as far as the example you
 2 were just using?
 3 A Are you taking repair time or are you talking
 4 replacement of the panel time.
 5 Q That's what I'm trying to find out.
 6 A Well I think in my example I was using
 7 Audatex has stored times on replacing a panel like if
 8 we are talking about that right rear quarter panel,
 9 it's going to give me a time, an already time that is
 10 stored in that system to replace that right rear
 11 quarter panel.
 12 Q You don't put in the time? Audatex gives you
 13 the time once you put it in there; is that correct?
 14 MS. CLARK: Object to the form.
 15 A I'm just going to select the part and it's
 16 going to be in there.
 17 BY MR. GEOHAGAN:
 18 Q Right. And what I'm trying to find out,
 19 though, is -- all right. Are you -- what are you
 20 entering? Let's focus on right rear quarter panel.
 21 What would you put in? Like right now if we had a
 22 vehicle in here, damage to right rear quarter panel and
 23 you decide that it needs to be repaired, let's say?
 24 A Okay.
 25 Q Okay. You identify that. What all

1 information with regard to that specific area would you
 2 put into Audatex?
 3 MS. CLARK: Object to form.
 4 A I'm going to put a repair time into Audatex.
 5 BY MR. GEOHAGAN:
 6 Q Okay. I'm asking for more specifics here.
 7 Are you going to enter in or check off in Audatex,
 8 right rear quarter panel and then it will tell you the
 9 time or are you going to say, you're going to put in
 10 Audatex, right rear quarter panel, repair, and then you
 11 put the time into Audatex? Which one is it, I guess,
 12 is my first question?
 13 MS. CLARK: Wait, wait, wait. Objection to
 14 form. Now you answer.
 15 A If it's a repair time, then I'm going to go
 16 to that quarter panel. I'm going to select that
 17 quarter panel. I'm going to review the damages and put
 18 a repair time. I'm going to select the box for repair.
 19 I'm going to put an amount in that box to repair that
 20 quarter panel.
 21 BY MR. GEOHAGAN:
 22 Q So Audatex does not tell you the amount of
 23 time that it takes to repair the right rear quarter
 24 panel?
 25 A No, it doesn't give repair times. That's a

1 judgment.
 2 Q That's something that you would make a
 3 judgment call on, correct?
 4 A Yes.
 5 Q Okay. Okay. So you're putting in what the
 6 damage is, you're putting in what the time is. Does
 7 Audatex do anything, tell you anything after put that
 8 time in or is it just a place where you can list all
 9 the things that you want to list?
 10 MS. CLARK: Object to the form.
 11 A After I select that repair time, if that's
 12 what we are talking about is repair, it's also going to
 13 give me a time allotted to refinish that panel as well.
 14 BY MR. GEOHAGAN:
 15 Q I'm still a little confused. You said --
 16 well, okay.
 17 So if the left rear quarter panel needs to be
 18 repaired, you put that in, correct?
 19 A We are talking the right rear.
 20 Q I'm sorry. Right rear quarter panel and I'm
 21 just using that as an example.
 22 A Right. I'm just trying to stay on the same
 23 page.
 24 Q I appreciate you doing that actually. Right
 25 rear quarter panel repair. You put that in?

1 A Yes. I'll select the check mark in the
 2 box -- once I make that judgment call to repair it,
 3 that panel, that right rear quarter, I'm going to
 4 select the box to repair that panel. I'm going to put
 5 in a time for it.
 6 Q Put in a time for what? To do what?
 7 A To repair that panel.
 8 Q Okay. And what else would you put in with
 9 regard to that right rear quarter panel, if anything?
 10 MS. CLARK: Object to form.
 11 A Any R & Is that it's going to take to
 12 properly to repair that panel.
 13 Q What is R & I?
 14 A It's remove and install.
 15 Q Okay. So, you put in check damage to right
 16 rear quarter panel, repair, correct?
 17 A Correct.
 18 Q Okay. Then you put in the time it would take
 19 to repair that right rear quarter panel, correct?
 20 A Yes. After selecting that box, you would put
 21 in the time to repair that panel.
 22 Q You would put that time in, correct?
 23 MS. CLARK: Object to form.
 24 A Yes. After I select the repair box, I'm
 25 going to put in a time in that repair box.

1 BY MR. GEOHAGAN:
 2 Q In Audatex?
 3 A In Audatex.
 4 Q Audatex doesn't give you the time, you put
 5 the time in?
 6 MS. CLARK: Object to form.
 7 A Correct.
 8 BY MR. GEOHAGAN:
 9 Q And then, for purposes of remove and install,
 10 what would you put in Audatex?
 11 MS. CLARK: Form.
 12 A I would inspect the panel and any items that
 13 need to be R & I'd or removed and installed, I would go
 14 to those items on my Audatex and I would checkmark the
 15 box that says R & I.
 16 BY MR. GEOHAGAN:
 17 Q Okay. Would you put times in for that?
 18 Would put times in for that into Audatex?
 19 A No, there is already an allotted time in
 20 Audatex for that.
 21 Q Okay. So after you put all that back in, are
 22 you -- not back. Scratch that. Strike there.
 23 After you put that information in that you
 24 have just described, does Audatex give you any
 25 information that is helpful to you for purposes of the

1 estimate that you're putting together?
 2 MS. CLARK: Object to form.
 3 A Well it's going to create an estimate with
 4 all these times that I have either check marked via,
 5 repair, replace, R & I, it's going to give me a
 6 breakdown of the estimate.
 7 BY MR. GEOHAGAN:
 8 Q Specifically, I mean, what does it give you?
 9 Strike that.
 10 You said it gives you a breakdown, correct?
 11 A Correct.
 12 Q What -- describe for the Court, please, what
 13 a breakdown is of the estimate as it relates to what
 14 Audatex provides you?
 15 A I guess what I mean by breakdown is, it gives
 16 you pretty much line items on saying what you have
 17 selected and, like, replaced, repaired R & I'd on what
 18 you selected, what check box you selected, it's going
 19 to give you those in an estimate.
 20 Q What it gives you back as part of the
 21 breakdown is line items; is that right?
 22 A Yes, it creates line items.
 23 Q And what information is in those line items?
 24 MS. CLARK: Object to the form.
 25 A In some of the line items you are going to

1 have what you have selected, repaired, replaced, R & I,
 2 whatever you have selected in the system.
 3 BY MR. GEOHAGAN:
 4 Q Okay. Anything else?
 5 A I mean, you have other line items that are
 6 going to say the title of the vehicle. I mean, there
 7 is going to be a lot of lines going down that paper.
 8 Q I mean, that's information that you would
 9 have put in there as far as the kind of vehicle; it is
 10 correct?
 11 A Some of the information has already been
 12 inputted in that when we get the assignment or when I
 13 get the assignment.
 14 Q From the claim reps?
 15 A I'm not exactly sure. It could have come
 16 from the claim reps.
 17 Q You don't know who gives you that
 18 information?
 19 A I don't know who inputs it.
 20 Q Where do you get it from?
 21 A I get the assignments from our Audatex.
 22 Q Are Audatex people or is it a program?
 23 A Audatex is a program.
 24 Q Okay. And, what, does Audatex call you or
 25 tell you, hey, you got an assignment here or how does

1 it work?
 2 MS. CLARK: Object to the form.
 3 A Generally, what I do is I synchronize up
 4 every day and I bring work down.
 5 BY MR. GEOHAGAN:
 6 Q You synchronize up and you bring work down.
 7 Okay. What do you mean "synchronize up"? What does
 8 that mean, for the Court?
 9 A I click a button that says synchronize and it
 10 downloads work onto my computer.
 11 Q So you're on your computer, you hit
 12 synchronize and then something comes up on your
 13 computer screen; is that right?
 14 MS. CLARK: Object to form.
 15 A After it's done doing the download process
 16 then, hopefully, something will come up on my screen,
 17 yes.
 18 BY MR. GEOHAGAN:
 19 Q What do you see whenever that comes up on
 20 your screen?
 21 A Titles of vehicles, claim numbers, various
 22 things.
 23 Q And, then those that you see would be the
 24 ones that you're assigned to for purposes of doing your
 25 job as an auto Estimations inspector?

1 A Yes, those are assigned to you.
 2 Q Okay. And then there is information that is
 3 contained in there for purposes of those claims that
 4 are assigned to you; is that right?
 5 MS. CLARK: Object to the form.
 6 A There is information contained in the claims
 7 that are sent to me, yes.
 8 BY MR. GEOHAGAN:
 9 Q Then you take that information -- now is this
 10 already Audatex that you're looking at?
 11 A I don't understand what you're saying now.
 12 Q You said you get the assignment from Audatex,
 13 is what I thought you said.
 14 A I synchronize it down off of Audatex, the
 15 assignments.
 16 Q So when you get what we just talked about as
 17 far as the claims and what you're assigned, that comes
 18 from Audatex?
 19 MS. CLARK: Object to form.
 20 A I don't -- I think I already said I don't
 21 know where it come from exactly. I hit the button
 22 "synchronize" and it pulls my work down.
 23 MS. CLARK: Off the record. Brent, can I talk
 24 to you for a moment outside?
 25 MR. GEOHAGAN: Sure.

1 (Discussion off the record.)
 2 BY MR. GEOHAGAN:
 3 Q Basically, all I'm trying to find out with
 4 regard to this, Mr. Robinson, is, you know, with regard
 5 to doing an estimate such as the ones in the particular
 6 Skelly and Pierce matters, and you were telling me that
 7 as part of doing those estimates you rely on your
 8 proficiency in the use of Audatex. To that degree,
 9 what I'm trying to find out is, what does Audatex --
 10 what information does it give you that helps you in
 11 that regard?
 12 A In regards of the two cases that you
 13 mentioned?
 14 Q Sure, in regards to those two cases.
 15 A I really have to look at an estimate to be
 16 able to tell you how it helped me in those cases.
 17 Q Sure. I can do that.
 18 MS. CLARK: For the record, I have printed,
 19 for the two cases at issue, all the estimates and
 20 supplements prepared by State Farm in each of the
 21 claims so I have that if you want to --
 22 MR. GEOHAGAN: That's fine. Either way,
 23 doesn't matter to me.
 24 THE WITNESS: Would you like to start on a
 25 specific one?

1 MR. GEOHAGAN: I think Skelly is the one -- I
 2 mean, it's, to some degree, you know, six of one,
 3 half dozen of another.
 4 MS. CLARK: But I have not given you any of
 5 Mr. Gunder's shop's supplements or anything. I
 6 have only handed him -- how many estimates do you
 7 have there?
 8 THE WITNESS: One, two, three, four, five.
 9 There is one original and four supplements so there
 10 is five.
 11 BY MR. GEOHAGAN:
 12 Q Okay. All right, and you can look at that.
 13 A I'm sorry. There is six all together,
 14 estimates.
 15 Q Okay. In Skelly; is that right?
 16 A Right.
 17 Q All right. So if you want to look at that to
 18 help you out, then we can mark it if you identify
 19 something in there. What I mean is, mark it as an
 20 exhibit.
 21 A Okay.
 22 Q So my questions is, what does Audatex give
 23 you back that helps you?
 24 MS. CLARK: Hold on a second. That's got my
 25 attorney/client information on it. I don't want

1 him to testify from that.
 2 BY MR. GEOHAGAN:
 3 Q Okay. So what about Audatex, what
 4 information does it give you that helps you in
 5 preparing your estimate for purposes of properly
 6 repairing a vehicle?
 7 A Okay.
 8 MS. CLARK: Object to the form. You're
 9 outside of Skelly? You're on Skelly?
 10 MR. GEOHAGAN: That's fine. Skelly.
 11 MS. CLARK: And supplement 5, I need to have
 12 it reprinted. My assistant made a copy instead
 13 of --
 14 A In that case, I couldn't really specific on
 15 behalf of -- actually I could. Give me one second.
 16 MS. CLARK: Go off the record for a second,
 17 Madam Court Reporter. I'll called my secretary to
 18 make a copy. Supplement 5 is coming. I don't
 19 know if you need to see it.
 20 MR. GEOHAGAN: We can wait.
 21 MS. CLARK: Hand me that back and we'll see --
 22 okay. Do you want to --
 23 (Off the record.)
 24 BY MR. GEOHAGAN:
 25 Q So if you want look at the, as I understand,

1 you have the Pierce estimate, State Farm estimate in
 2 front of you. And, to whatever degree it would be
 3 helpful for purposes of this area of inquiry to look at
 4 that, please do so, but the question is, with regard to
 5 the Pierce matter, what information did Audatex give
 6 you that was helpful in you preparing an estimate that,
 7 from your perspective, allowed you to show what needs
 8 to be done to properly repair the vehicle?
 9 MS. CLARK: Object to form.
 10 A One of the thing I selected from Audatex was
 11 a front bumper cover, R & I, and it provided me with .9
 12 to do that function.
 13 MR. GEOHAGAN: Let me go off the record.
 14 (Discussion off the record.)
 15 BY MR. GEOHAGAN:
 16 Q Okay. All right. So which page would that
 17 be on in the Pierce estimate that you're looking at?
 18 A I'm looking at the original estimate that I
 19 wrote. Line #1 --
 20 Q I'll tell you what, do you have supplement 3
 21 there dated 3/28/2012?
 22 MS. CLARK: Supplement what?
 23 A I do.
 24 MR. GEOHAGAN: 3. It's at the top.
 25 THE WITNESS: I see it.

1 BY MR. GEOHAGAN:
 2 Q Do you have that?
 3 A I do, but I didn't bring this supplement.
 4 Q Okay. Was this Cook?
 5 A Yes.
 6 Q Okay. All right. So I'm going to have to
 7 have a copy of what you all have.
 8 MS. CLARK: Okay, of supplement 3?
 9 MR. GEOHAGAN: No, no. Because what he is
 10 saying is that he didn't write supplement 3, George
 11 Cook did.
 12 MS. CLARK: Correct. Do you want to attach,
 13 as composite 1, all of Pierce supplements so that
 14 you have it in the record?
 15 MR. GEOHAGAN: That's not a problem.
 16 MS. CLARK: He did write the first estimate.
 17 MR. GEOHAGAN: That's what he just said.
 18 That's why I need it because I don't have that. I
 19 don't have it as part of what I have here.
 20 MS. CLARK: You don't have supplement 3?
 21 MR. GEOHAGAN: No, I have supplement 3.
 22 THE WITNESS: He doesn't have the original.
 23 MR. GEOHAGAN: I don't have the original that
 24 he wrote. See, he wrote the original and then
 25 later Cook wrote supplement 3.

1 MS. CLARK: Right. Would you like copies of
 2 the estimate?
 3 MR. GEOHAGAN: Yes. That does include the
 4 original.
 5 MS. CLARK: This estimate is the original.
 6 MR. GEOHAGAN: Yes, I need the one that he
 7 wrote is what I need.
 8 THE WITNESS: That's the only one that I
 9 wrote.
 10 MS. CLARK: Off the record for one second.
 11 (Off the record.)
 12 MR. GEOHAGAN: We will mark -- now, I don't
 13 care how we do it, but you might want to mark this
 14 one separately since he did this one versus --
 15 MS. CLARK: As a composite or you can have the
 16 individuals, however you want to do it.
 17 MR. GEOHAGAN: Why don't we do this in light
 18 of the different folks as opposed to being a
 19 composite Exhibit 1.
 20 BY MR. GEOHAGAN:
 21 Q All right. So we are looking at your
 22 estimate which is dated 3/30/2012, correct?
 23 A Yes, it appears that's when I wrote the
 24 estimate.
 25 MR. GEOHAGAN: And we will mark that as

1 Exhibit #1 and for identification purposes, it has
2 State Farm Insurance Company at the top and
3 underneath the heading, as part of the heading, it
4 says, Estimate and, again, has the date 3/30/2012.

5 THEREUPON Plaintiff's Exhibit Number 1 was
6 received and marked for identification.

7 BY MR. GEOHAGAN:

8 Q Okay. And you were saying that one of the
9 things, for instance, that Audatex helped you with here
10 was that it, when you put in R & I, it gave you the
11 time; is that correct?

12 A Yes, provided me the time.

13 Q Okay. And that's on page 2 of 3, right?

14 A Correct.

15 Q Okay. Now as part of this, there are, if you
16 look at the bottom of page 2 of 3 you will see \$239.40,
17 \$134.40. Do you see that?

18 A Correct.

19 Q And then if you turn to the next page, among
20 other numbers and monetary amounts, has a net total of
21 502.90. Do you see that?

22 A Correct.

23 Q Okay. Does Audatex provide you those numbers
24 or is that something that you do? How do those numbers
25 come about?

1 A Yes. The estimate has an amount in it.

2 Q And is that unusual or is that typical for
3 purposes of your estimates that there is monetary
4 amounts in them?

5 MS. CLARK: Object to form.

6 A Every estimate is different. Some estimates
7 have a monetary dollar amount. Some estimates don't
8 have a dollar amount.

9 BY MR. GEOHAGAN:

10 Q So you actually have done estimates that
11 don't have any monetary amount whatsoever?

12 A I have done estimates that, at that point in
13 time, without a supplement, do not have a monetary
14 amount. Maybe the estimate was for just photos at that
15 time.

16 Q Okay. But ultimately, when you have
17 completed an estimate, it always has a monetary amount,
18 correct?

19 MS. CLARK: Object to form.

20 A Most of the time there is a money amount.

21 BY MR. GEOHAGAN:

22 Q Okay.

23 A Not all the time.

24 BY MR. GEOHAGAN:

25 Q Being a person that does these estimates and

1 A Well, it's a compilation of several things.
2 One of the things being the items listed in the
3 estimate, in the body of the estimate.

4 Q I guess what I'm asking is, how is that --
5 who calculates that? Do you calculate it or Audatex?

6 A I guess the calculation piece is, when I
7 print out my estimate, it's on the sheet so I'm
8 guessing either my computer or Audatex. I'm not sure
9 which.

10 Q You just put the information in, all the
11 information you have gathered, then you put it in your
12 computer and whether it's your computer or Audatex, the
13 number is generated as a result of your doing that?

14 A Yes, final number.

15 Q Okay. And, as part of your estimate, does it
16 typically have a monetary amount like this one does?

17 A I don't understand what you mean by monetary.

18 Q Well, I mean, you would agree \$502.90, is
19 related to money, right?

20 A Correct.

21 Q There's a dollar sign right there, correct?

22 A Correct.

23 Q And I guess what I'm asking is, I mean this
24 is -- this particular estimate has monetary amounts
25 that are set forth in it, correct?

1 at least since you've been an auto Estimatix
2 inspector, do you have any idea what these monetary
3 amounts are for?

4 A Depends on which amount you're talking about.

5 Q Well let's just use the net total on the last
6 page. Do you have any idea why there is a net total
7 and what the purpose of having that there is?

8 MS. CLARK: Object to form.

9 A Well I would think it would be the total of
10 the estimate dollar amount wise.

11 BY MR. GEOHAGAN:

12 Q Well we can see that. Says net total 502.90.
13 My question, though, is why have it there? What's the
14 purpose?

15 MS. CLARK: Object to form.

16 A Well my understanding would be to have a
17 total.

18 BY MR. GEOHAGAN:

19 Q Okay. Is that so you can just look at the
20 total, go home and show your kids you got a total or
21 what's the purpose of the total?

22 MS. CLARK: Object to the form.

23 A So we know what all the amounts in this
24 estimate add up to be.

25 BY MR. GEOHAGAN:

1 Q Why is that important, if at all?
 2 A Because there is going to have to be a total
 3 amount.
 4 Q And why do you need a total amount?
 5 MS. CLARK: Object to the form.
 6 THE WITNESS: Can you ask that question again?
 7 BY MR. GEOHAGAN:
 8 Q Sure. Why do you have a total amount, a
 9 monetary total amount in your estimate?
 10 A Like I said before, so you can see what all
 11 the line items add up to being.
 12 Q What's the purpose of doing that?
 13 MS. CLARK: Object to the form.
 14 A I guess so you can see what all the line item
 15 dollar amounts can be.
 16 BY MR. GEOHAGAN:
 17 Q Mr. Robinson, I understand that we have
 18 monetary amounts here and I understand we can see a
 19 total, but what is the purpose, if any, when you
 20 prepare an estimate or do you know?
 21 MS. CLARK: Object to the form.
 22 A My understanding would be so we know the
 23 total dollar amount of line items on the estimate.
 24 BY MR. GEOHAGAN:
 25 Q You know the total. What are you going to do

1 clue whatsoever -- they are looking at a number. What
 2 are they going to do with it?
 3 MS. CLARK: Object to the form.
 4 A I'm not sure what they are going to do with
 5 it.
 6 BY MR. GEOHAGAN:
 7 Q So you have no idea whenever you come up with
 8 a net total on your estimate what that is used for; is
 9 that right?
 10 A Well since I don't know exactly who this
 11 estimate is going to be sent to, I don't exactly know
 12 what they are going to do with that amount total. It's
 13 their discretion.
 14 Q So, again, with regard to this, you prepare
 15 estimates a lot, I would expect, right? Fair to say?
 16 A Yes.
 17 Q And when you complete them, putting it in
 18 your terms, most of the time there is a monetary
 19 amount, correct?
 20 A Most of the time, correct.
 21 Q But even though you have prepared all those,
 22 you don't know what they are going to use that amount
 23 for, correct?
 24 MS. CLARK: Object to the form.
 25 A I'm not sure because I'm not sure who is

1 with it?
 2 A Well when I'm done with the estimate, I'm
 3 going to complete it and synchronize it and send it
 4 off.
 5 Q Do you have any idea why anybody wants to
 6 know the total?
 7 MS. CLARK: Object to the form.
 8 A Probably so that they know what all the
 9 dollar amounts on the line estimate come out to be.
 10 BY MR. GEOHAGAN:
 11 Q Okay. They know it. What are they going to
 12 do with it or do you have any idea?
 13 MS. CLARK: Object to form.
 14 THE WITNESS: Can you repeat that again?
 15 BY MR. GEOHAGAN:
 16 Q They know the total. You just said a few
 17 moments ago, so they can know the total.
 18 A Who is they?
 19 Q You're the one that said they. You tell me.
 20 MS. CLARK: Object to the form.
 21 BY MR. GEOHAGAN:
 22 Q Who is they?
 23 A Whoever looks at it.
 24 Q Okay. That's right, because you don't know
 25 who it goes to, but when they get it, do you have any

1 going to get it.
 2 BY MR. GEOHAGAN:
 3 Q Let's say a claim rep gets it, what do you
 4 think they are going to do with it?
 5 A I can't speak on behalf of a claim rep.
 6 Q I didn't ask you to do that, okay? You been
 7 with State Farm now for, what, since 2006?
 8 A Approximately.
 9 Q Okay. So that's seven years that you have
 10 been with State Farm. You have now been an auto
 11 Estimations inspector since 2007?
 12 A Let's back up. I worked for State Farm
 13 roughly around five and a half years, just to make it
 14 right.
 15 Q Okay. Either way, you've been an auto
 16 Estimations inspector now for at least two and a half
 17 years, correct?
 18 A Somewhere around there.
 19 Q Okay. And you don't know how anybody else in
 20 State Farm uses the number that you put together?
 21 A Can you repeat that?
 22 Q You don't know who or how anybody else at
 23 State Farm uses the number that you put together,
 24 correct?
 25 A I'm not sure because I don't know who it's

1 going to exactly go to. I'm not going to say what they
2 are going to do or not do with it. I know that in my
3 experience my -- I'm supposed to come up with that
4 number. I'm supposed to write the estimate.

5 Q Uh-huh.

6 A Now what is done with that number --

7 Q You don't have any clue what the purpose of
8 that number is for --

9 MS. CLARK: Object to the form.

10 BY MR. GEOHAGAN:

11 Q -- right?

12 A I don't know what is going to happen with it.

13 Q But you but don't have any idea, Mr.
14 Robinson? You're doing -- you're writing an estimate
15 on a claim collision for your insureds, right?

16 A Yes. I'm creating an estimate.

17 Q And if the insured came up to you today and
18 asked you why you're doing that, could you tell them
19 the purpose for which you're doing it?

20 MS. CLARK: Object to the form and you're
21 very close to shutting this line of questions
22 down. He answered the question about six times
23 and I understand so you don't like the answer,
24 Brent, but I have no problem going to the judge
25 and saying -- you have asked him --

1 what vehicle you're talking about. I mean, every claim
2 is different. Every vehicle is different. It's hard
3 to say which ones I have called Mark Elwood or Ralph
4 Bennett on, you know, because I've seen a lot of
5 vehicles.

6 Q But you have called the two of them before
7 with regard to any particular estimate, correct?

8 A I have spoken to them before.

9 Q And if I were to tell you that I have a
10 number of people that can testify that you then come to
11 that repair shop owner and tell them, I can't pay this
12 or I can pay this, would that surprise you?

13 MS. CLARK: Object to the form.

14 THE WITNESS: Can you repeat that?

15 BY MR. GEOHAGAN:

16 Q Yes. If I were to tell you that there are a
17 number of people that can testify at auto body repair
18 shops that you have come to them after starting the
19 estimate, going in the car, making the phone call, then
20 coming out and telling them, I can pay this, but I
21 can't pay that, would that surprise you?

22 MS. CLARK: Object to the form.

23 A I don't know. You just have to ask me at
24 that time when that occasion would arise. I don't know
25 if it would surprise me or not. I have to wait until

1 MR. GEOHAGAN: When he hears this line of
2 questioning, he is evading the question.

3 MS. CLARK: He is not. He has answered the
4 question. He said he does not know.

5 MR. GEOHAGAN: I don't care what he is saying.
6 He is evading the question. I'll be glad to take
7 this in front of the Court. He knows darned good
8 and well why he is doing this. There is no way --

9 MS. CLARK: You didn't once ask him why he is
10 doing --

11 MR. GEOHAGAN: I'm going to continue to ask
12 him and you can certify it because I'll take it in
13 front of the Court.

14 BY MR. GEOHAGAN:

15 Q Isn't it true Mr. -- if I were to tell you,
16 Mr. Robinson, that people have observed you at
17 different repair shops, not just Gunder's Auto Center
18 and other ones where you have started preparing your
19 estimate with regard to any particular vehicle and then
20 you go in your car and call either Mr. Bennett or Mr.
21 Elwood, would you -- if I were to tell you that, would
22 you disagree that that is, in fact, what you do when
23 you go to these repair shops when you're in the field?

24 MS. CLARK: Object to the form.

25 A Just depends on which shop, you know, and

1 that point in time when would it happen.

2 Q Has that ever happened or do you not recall,
3 Mr. Robinson?

4 MS. CLARK: Object to the form.

5 A Can you ask the question -- what do you mean
6 has what ever happened?

7 BY MR. GEOHAGAN:

8 Q Have you ever told anybody at a repair shop
9 that, pursuant to any claim collision -- collision
10 claim, excuse me, and as it relates to the estimate
11 you're writing on behalf of State Farm, and after
12 talking to either Mr. Bennett or Mr. Elwood, that you
13 have come to them, and told them this can be paid or
14 this cannot be paid? Would you say that is a false
15 statement or is that a true statement?

16 MS. CLARK: Object to the form.

17 A I really don't recall what exactly I said so
18 it would be hard to -- if I said those exact words or
19 not, I don't recall.

20 BY MR. GEOHAGAN:

21 Q Why would you tell anybody at a repair shop
22 that there are certain things that you can pay and
23 certain things you cannot pay? Why would you do that?

24 MS. CLARK: Object to the form.

25 A Well I don't pay for items. I write the

1 estimate.
 2 BY MR. GEOHAGAN:
 3 Q I didn't ask that. I asked why you would
 4 tell somebody that at a repair shop?
 5 MS. CLARK: Object to the form of the
 6 question.
 7 THE WITNESS: Can you repeat the question
 8 again?
 9 BY MR. GEOHAGAN:
 10 Q Yes. Why would you tell someone at a repair
 11 shop that is a part of a repair shop that, with regard
 12 to any particular collision claim and estimate that
 13 you're writing, that you can pay with regard to certain
 14 things and you can't pay with regard to other things?
 15 MS. CLARK: Object to form.
 16 A It's hard for me to answer that because, like
 17 I said, I don't recall if I used that exact wording or
 18 not.
 19 BY MR. GEOHAGAN:
 20 Q Mr. Robinson, I want to get one thing clear
 21 right now. Is it your position that you actually don't
 22 think that your estimate is used with regard to what
 23 should be paid for and not paid for with regard to, in
 24 this particular instance, the Pierce matter?
 25 MS. CLARK: Object to the form of the

1 question.
 2 THE WITNESS: Can you repeat that?
 3 BY MR. GEOHAGAN:
 4 Q Yes. Is it your position that your estimate
 5 is not, in fact, used by State Farm to determine what
 6 should be paid and not paid, in this instance, with
 7 regard to the Pierce matter?
 8 MS. CLARK: Object to form.
 9 A In this regards to the Pierce matter, it's my
 10 understanding that I wrote the original estimate and
 11 what State Farm paid, I don't know.
 12 BY MR. GEOHAGAN:
 13 Q I didn't ask what they paid. I asked you, is
 14 it your position that you don't know whether or not
 15 that estimate that you wrote is used by State Farm to
 16 determine what is paid and not paid?
 17 MS. CLARK: Object to the form.
 18 A It's my understanding to know that, like I
 19 said, I wrote this estimate. I don't know what State
 20 Farm determined to pay on this claim or what not to
 21 pay.
 22 BY MR. GEOHAGAN:
 23 Q And you don't know whether or not they used
 24 the estimate aside from what they paid or didn't pay?
 25 MS. CLARK: Object to the form.

1 A I had no involvement on the payment so I
 2 don't know what was used or not used.
 3 BY MR. GEOHAGAN:
 4 Q I didn't ask that. I'm asking what is your
 5 knowledge. When you're out in the field and you're out
 6 there with Mr. Gunder or any of the rest of them and
 7 you're talking to them about an estimate on a
 8 particular collision claim, is it your testimony that
 9 you have no idea that that estimate is going to be used
 10 one way or the other for the purposes of whether or not
 11 State Farm pays this much or that much?
 12 MS. CLARK: Object to form.
 13 A Like I said before, I create the estimate. I
 14 complete it. I synchronize it up. What State Farm
 15 does with it or what they pay off of it, I don't know.
 16 I know that I'm the estimator and I'm there to create
 17 the estimate.
 18 MR. GEOHAGAN: And I'll just certify that
 19 question --
 20 MS. CLARK: And please do. Certify every
 21 single question where he asks what his knowledge
 22 was what a claim rep did.
 23 MR. GEOHAGAN: I absolutely will. Don't
 24 worry. The entire transcript could be certified in
 25 this instance.

1 BY MR. GEOHAGAN:
 2 Q Also Mr. Robinson, have you ever told Mr.
 3 Gunder here that there are times that you agree with
 4 the times and procedures that he is otherwise billing,
 5 but you have been told by management to cut the times?
 6 A Can you repeat that?
 7 Q Well have you ever told Mr. Gunder that at
 8 times that you agree with the times and procedures and
 9 what is being charged by the shop, but you have been
 10 told by someone else above you to cut the times?
 11 A I have written a lot of vehicles out there.
 12 I really don't recall.
 13 Q You don't recall whether you said that or
 14 not.
 15 MS. CLARK: Objection. Asked and answered.
 16 You have got to stop asking the same question six
 17 ways to Sunday?
 18 MR. GEOHAGAN: No. No.
 19 MS. CLARK: Yes. He answered the question.
 20 MR. GEOHAGAN: I don't care. This is my
 21 deposition.
 22 MS. CLARK: This is harassing.
 23 MR. GEOHAGAN: No, it's not, because you don't
 24 like where I'm going.
 25 MS. CLARK: I don't even know where you're

1 going. I can't follow any of what you're saying.
 2 MR. GEOHAGAN: You know what, Ms. Clark, I
 3 don't care because this is appropriate. This is
 4 what is going on out there and I can tell you from
 5 my own perspective and right now what is going on
 6 in this deposition is something that will be
 7 certified to the Court. This is ridiculous.
 8 MS. CLARK: What is ridiculous is that you are
 9 way off the breach of contract claim.
 10 MR. GEOHAGAN: No, I'm not. You have got
 11 somebody here who is evading consistently with
 12 regard to these, the answers to these questions.
 13 MS. CLARK: Why don't you ask him some
 14 questions about the estimates and the line items.
 15 MR. GEOHAGAN: Because what you want to do is,
 16 you want to narrow it so none of these other areas
 17 which do bolster our position with this breach of
 18 contract case are not gotten into and I'm not going
 19 to do it. If you want to take it up with the
 20 Court, take it up. All right.
 21 MS. CLARK: You have yet to ask one question
 22 about the specific facts.
 23 MR. GEOHAGAN: You are darned right because
 24 I've got somebody who is evading my questions. I
 25 have had to go one hour for something that should

1 A Like I said, I have seen a lot of vehicles.
 2 It's hard for me to recall.
 3 BY MR. GEOHAGAN:
 4 Q So can't recall one way or the other, right?
 5 MS. CLARK: Object to form. I'll start
 6 keeping a tally of you asking the same questions,
 7 then we'll shut it down.
 8 MR. GEOHAGAN: Do your object to forms and
 9 keep a tally.
 10 MS. CLARK: You're harassing the witness.
 11 MR. GEOHAGAN: No, I am not.
 12 MS. CLARK: You don't like the answers so you
 13 ask the same question again and again.
 14 MS. CLARK: If you think I am, then shut it
 15 down and we'll call the Judge, okay? Do what you
 16 need to do, but please quit interrupting my
 17 questions unless you're doing objections to form.
 18 BY MR. GEOHAGAN:
 19 Q Mr. Robinson, there was -- with regard to
 20 your testimony as it relates to what you gleaned from
 21 your training for purposes of writing an estimate to
 22 properly repair the vehicle such as in the Pierce
 23 matter and, for that matter, Skelly, you said that you
 24 learned how to search for parts; is that right?
 25 A Correct.

1 have taken ten minutes.
 2 MS. CLARK: He is in his individual capacity
 3 as the estimator. You're asking him other
 4 questions about other functions of State Farm.
 5 MR. GEOHAGAN: That's your position, Ms.
 6 Clark. I have already told you my position and we
 7 can take it with up the Court and I'll explain it
 8 again, okay?
 9 BY MR. GEOHAGAN:
 10 Q I'm going to ask you again, Mr. Robinson,
 11 have you ever told Mr. Gunder that, although you may
 12 agree with the times and procedures that are being
 13 charged for that, nonetheless, management or
 14 supervisors have told you to cut the time?
 15 MS. CLARK: Object to the form of the
 16 question.
 17 THE WITNESS: Can you repeat that question
 18 again?
 19 BY MR. GEOHAGAN:
 20 Q Have you ever told Ray Gunder that, although
 21 you may agree with the times and procedures that the
 22 shop is charging for that, nonetheless, management or
 23 supervisors have told you to cut the time?
 24 MS. CLARK: Object to the form of the
 25 question.

1 Q Okay. How does that help you prepare an
 2 estimate to properly repair vehicles; in this instance,
 3 the Pierce matter?
 4 A In the Pierce matter?
 5 Q Yes.
 6 A Well I was able to go on the computer and
 7 search for the parts, find them on the computer on the
 8 data base and select what was damaged and what wasn't
 9 damaged as well as the R & Is, what needed to be R &
 10 I'd and what didn't.
 11 Q So then you would take that and do you put
 12 that into Audatex or does that have nothing to do with
 13 Audatex?
 14 A I would select the parts that needed to be
 15 R & I'd in this case and check and the R & I box in
 16 Audatex. It doesn't look like we are replacing any
 17 parts or that I did on this original estimate, so
 18 Audatex would have helped me -- my training would have
 19 helped me select the R & I components that needed to be
 20 taken off to properly repair the vehicle.
 21 Q Is that part of being able to search for
 22 parts?
 23 A I was able to search for the parts on the
 24 data base of the Audatex system.
 25 Q For purposes of Pierce?

1 A Correct. I was able to find the parts that
2 needed to be R & I'd off the vehicle to properly repair
3 the vehicle.

4 Q How did you do that in Pierce? Like, what do
5 you do to search for the parts as it relates to, let's
6 just use Pierce for now?

7 A I stood at the vehicle, looked at the items
8 that needed to be repaired. In this case, it looked
9 like it was the bumper and the fender and then I
10 selected on Audatex. I searched for the parts on
11 Audatex that needed to be R & I'd and I checked those
12 boxes.

13 Q So you would first identify, in this
14 situation, a bumper and fender needed to be repaired,
15 correct? I mean, that would be the first step?

16 A I don't remember my exact steps in this
17 vehicle.

18 Q I'm sorry. This might help. What I'm
19 talking about right now is as it relates to how to
20 search for parts. So just with regard to that aspect,
21 would the first step be identifying what needs to be
22 repaired?

23 A I identify one item that needs to be
24 repaired, then I R & I the items from that panel so it
25 could be properly painted.

1 for feather, block and prime, body labor,
2 materials for feather, block and prime, the labor
3 rate, the refinish rate and tax, so I feel like
4 you're tying my hands here.

5 MR. GEOHAGAN: I'm not going to entertain
6 you're speaking long objection.

7 MS. CLARK: No, it's a direction not to
8 answer.

9 MR. GEOHAGAN: I'm talking about Pierce right
10 now.

11 MS. CLARK: About items that have no bearing
12 on your complaint.

13 MR. GEOHAGAN: First of all, I think one of
14 your requests is what all did you do with regard to
15 all the repairs with regard to this particular
16 matter so if you're going to ask me that, then I'm
17 certainly, at a minimum, I should have the
18 opportunity to get into it.

19 Now if I'm focused here on Pierce, I am not
20 going to sit here and just look at Mr. Robinson and
21 say, hey, did you breach the contract or not? No,
22 we didn't, because I expect that's what he is going
23 to say. And then walk out of the room. Right now
24 I'm getting into an area that, from my standpoint,
25 is very relevant, given what I know about this case

1 Q So, for example, would you say, okay, bumper
2 needs to be repaired, then you would go search for a
3 part for purposes of that bumper; is that right or am I
4 wrong?

5 A I would select the repair time for that
6 bumper, then I would look at the graphics and search
7 the parts on that graphics that needed to be R & I'd
8 off that bumper to properly repair and paint that
9 bumper or refinish that bumper.

10 Q How do you search for parts? I mean, is
11 there, like, you go to -- what do you do?

12 MS. CLARK: Object and have the witness not
13 answer these questions. There are three items
14 that are at issue in the breach of contract claim.
15 How he handles a part which is none of the three
16 items that are at issue in your first amended
17 complaint, it goes to claims handling. It has no
18 bearing. It is not likely to lead to the
19 discovery of admissible evidence. I have no
20 qualms about taking this to the Court. We had a
21 motion for protective order governing claims
22 handling. Mr. Robinson is an estimator at State
23 Farm. He is here in his personal capacity to talk
24 about the issues that you have asked State Farm to
25 pay for and, from your complaint, you have asked

1 and I'm not going to reveal to you what my strategy
2 is just because you're making a speaking objection
3 on the record.

4 MS. CLARK: I'm not making a speaking
5 objection. I'm directing him not to answer.

6 MR. GEOHAGAN: On what basis are you doing
7 that when I'm talking about this matter here.

8 MS. CLARK: Because the Judge said, come back
9 to me. Make your record and if I find that it's
10 inadmissible discovery information dealing with
11 claim handling, then he will rule.

12 MR. GEOHAGAN: Okay. Just so we can be clear
13 on the record now, Ms. Clark, you're telling me
14 that me asking him about Pierce and something he
15 already told me he did with Pierce, which is the
16 matter before us, that that is somehow or another
17 work product privilege?

18 MS. CLARK: I don't think you heard me. I
19 think the Judge gave us the direction at the
20 hearing on Monday to say, make your record and come
21 back and address the issue dealing with claim
22 handling and your last --

23 MR. GEOHAGAN: No. What he said is -- I was
24 there and you were not. He said with regard to
25 your motion, which was with regard to certain areas

1 and all the case that was provided, with regard to
2 those areas that are otherwise identified for
3 purposes of insurance coverage as work product
4 privilege what he said was, I'm not going to do it
5 prospectively. You all need to go into the
6 deposition and with regard to those areas, then
7 I'll review it.

8 Are you, for purposes of the record, saying
9 that me asking him questions about the Pierce
10 matter as it relates to, at this point in time, the
11 parts he is looking for with bumpers and a fender,
12 are you taking the position that that is actually
13 privileged? Is that your position?

14 MS. CLARK: I don't think you understand work
15 product privilege.

16 MR. GEOHAGAN: You're right, I don't, because
17 that was what the Court said. That's what the
18 Court said. Are you telling me the Court said
19 something differently, Ms. Clark?

20 MS. CLARK: Are you going to let me respond or
21 are you going to continue?

22 MR. GEOHAGAN: You've already told me. You
23 continue to say that I don't think you understand.
24 I think what you said actually in the beginning,
25 unless you change it now, is that you don't think

1 MS. CLARK: It really is crazy.

2 MR. GEOHAGAN: I mean, it's absolutely off the
3 chain and off the reservation.

4 BY MR. GEOHAGAN:

5 Q Either way, nonetheless, with regard to
6 Pierce, Mr. Robinson, as it relates to the bumper and
7 the fender, what did you do to search for parts?

8 A I searched by the R & Is of those two panels
9 to properly repair and refinish those panels.

10 Q My question with regard to Pierce, and I'll
11 keep saying that for each question in case there is any
12 confusion on that, with regard to Pierce when you did
13 that, what do you do? Do you go or did you go on the
14 internet and search just general areas and, again, I
15 don't know, so that's why I'm asking?

16 A No, I don't search on the internet. I go on
17 my Audatex. I go to the section of the panel that I'm
18 repairing such as the bumper or the fender and I search
19 and select the item that needs to be R & I'd.

20 Q So Audatex actually has a, like, a table of
21 contents or index on something like that where you can
22 go and search and find those things?

23 A They have Audatex. The way I usually use is
24 a screen that shows you the panel or the bumper or
25 fender, whatever, and it shows all the items or

1 that it's reasonably calculated to lead to
2 admissible evidence. That's neither here nor
3 there. You can't instruct him not to answer based
4 upon that unless you're basing it on a privilege.

5 MS. CLARK: It is claim handling. When you're
6 talking -- your last question did not relate to
7 Pierce. It related to when you handle a claim and
8 you go into the bumper --

9 MR. GEOHAGAN: Have you not been listening to
10 the line of questions? He just said that he went
11 and looked with regard to Pierce at a bumper and
12 fender.

13 MS. CLARK: And your last question was not.

14 MR. GEOHAGAN: I made it clear that we were
15 talking about Pierce. If I didn't mention the name
16 Pierce in my last specific question, I'm sorry, but
17 I think it's safe to say, if you look at the
18 record, that Pierce is what we are taking about
19 right now.

20 MS. CLARK: If we stay with Pierce and we
21 focus on the breach of contract claim, I don't have
22 a problem in this deposition. I never encountered
23 this before, Brent, so let's --

24 MR. GEOHAGAN: I'm second that one. I mean,
25 this is -- this is crazy.

1 moldings or stickers or whatever that would come, or
2 most of the items, that would come on those panels.
3 That way you can see what needs to be taken off or put
4 back on to properly repair the panel or refinish it.

5 Q Why did you use Audatex in the Pierce matter?
6 A I used Audatex because that's the estimating
7 system that State Farm has given me to write estimates
8 with.

9 Q With regard to -- by the way, with regard to
10 Skelly, you do the same thing as far as at least how
11 you would search for parts, generally speaking? I'm
12 not suggesting you search for a bumper and a fender
13 necessarily, but did you do the same thing in Skelly?

14 A Yes, I search for the parts on Audatex, found
15 what was damaged or needs to be replaced and what
16 needed to be R & I'd.

17 Q Now with regard to preparing an estimate for
18 purposes of bringing or properly repairing a vehicle,
19 as you put it, and this is in Pierce and Skelly, how
20 did taking quality photos help with that?

21 A Can you repeat that question, please?

22 Q I think you testified previously that one of
23 the things that you have learned from your training is
24 how to take quality photos, as it relates to helping
25 you prepare estimates to properly repair a vehicle,

1 correct?
 2 MS. CLARK: Object to the form.
 3 A Correct.
 4 BY MR. GEOHAGAN:
 5 Q With regard to Pierce and Skelly, how did
 6 taking quality photos help you prepare an estimate in
 7 those two respective cases to properly repair those two
 8 respective vehicles?
 9 A Taking quality photos did not prepare the
 10 estimate. It's one of my job duties is to take quality
 11 photos.
 12 Q Did it help you in preparing the estimates,
 13 though, in those two cases?
 14 A In these two cases, I'm required to take
 15 photos so, it is -- you could say that it did help
 16 prepare the estimate because preparing a complete
 17 estimate by State Farm is adding your photos.
 18 Q In both of those cases you've reviewed or
 19 looked at and assessed both cars in person, if you
 20 will, correct?
 21 A Yes.
 22 Q And you had mentioned that you learned how to
 23 prepare and properly document a file. How did that
 24 help you, if at all, with regard to preparing the
 25 estimate in the Pierce and Skelly matters?

1 MS. CLARK: I'm going to direct the witness
 2 not to answer that question based on work product.
 3 We'll take this up with the Judge.
 4 MS. CLARK: Just for the proffer of these
 5 questions, the questions would have -- first one
 6 for certification is with regard to Pierce and
 7 Skelly, how did properly documenting the file help
 8 him prepare the estimate that is in question in
 9 these two cases for purpose of properly repairing
 10 the vehicles as Mr. Robinson has testified to? And
 11 any questions that would follow from that as it
 12 relates to the Pierce and Skelly cases for purposes
 13 of the estimate that were prepared in those two
 14 cases. And just for purposes of the Court taking
 15 that up as it relates to those areas of inquiry,
 16 those areas are -- that area is certified.
 17 MS. CLARK: Let the record reflect that I
 18 have given Mr. Geohagan a great deal of leeway to
 19 address a lot of claims handling items. We have
 20 been at this deposition since roughly 10:30 with a
 21 45-minute lunch break. It is now 2:45 and he has
 22 yet to the ask any questions dealing with the
 23 breach of contract claim at issue.
 24 MR. GEOHAGAN: Let the record reflect that the
 25 witness has continued to be evasive in his answers

1 and so that is one of the biggest reasons why this
 2 has stretched on. And, furthermore, I think I know
 3 how to approach my own breach of contract cases.
 4 As much as I know opposing counsel would love to be
 5 the one behind my strategy and the manner in which
 6 we ask questions, everything that I have asked is
 7 reasonably calculated to lead to admissible
 8 evidence and is, in fact, relevant for purposes of
 9 whether or not a breach of contract has occurred in
 10 this particular instance.
 11 THE WITNESS: I'm ready for a bathroom break,
 12 guys.
 13 MR. GEOHAGAN: Like I said, you can take a
 14 break whenever you like.
 15 THE WITNESS: Thank you.
 16 (Deposition in recess.)
 17 BY MR. GEOHAGAN:
 18 Q When I ask you this question I don't want to
 19 know any background, nothing, I'm just asking you in
 20 general, okay? Don't even want to know if an attorney
 21 has been involved in it or not. Did you prepare for
 22 today's deposition?
 23 A Yes.
 24 Q Are you familiar with the underlying
 25 collision claims related to these, specifically, the

1 Pierce and Skelly matters?
 2 A I don't know what you mean by underlying --
 3 Q Are you familiar with the claims, the
 4 collision claims that are a part of these two cases?
 5 A I'm familiar with the estimates.
 6 THEREUPON Plaintiff's Exhibit Number 2 was
 7 received and marked for identification.
 8 BY MR. GEOHAGAN:
 9 Q Okay. All right, so what I'll give you here
 10 is what we will mark as Exhibit 2. Okay. Exhibit 2
 11 there, do you recognize that?
 12 A I recognize it, but I didn't -- oh, wait, is
 13 this -- yes, this supplement 3. I recognize this.
 14 Okay.
 15 MS. CLARK: Just so you're clear, I also have
 16 a copy -- this is, what, Skelly -- copy of all the
 17 estimates and then all the supplements that
 18 followed if you need that.
 19 MR. GEOHAGAN: What we can probably do, then,
 20 is make that -- because if you need to look at
 21 those, then it would be nice for you to have it in
 22 front of you, we can make that composite Exhibit
 23 #3, what you have there.
 24 THEREUPON Plaintiff's Composite Exhibit Number
 25 3 was received and marked for identification.

1 MR. GEOHAGAN: I wish we have, like, a --
 2 MS. CLARK: A clip?
 3 MR. GEOHAGAN: If you can, because I'm going
 4 to let you have this, I don't have a copy of all
 5 these so you will just have to try to keep it
 6 together.
 7 MS. CLARK: Which one is that?
 8 MR. GEOHAGAN: Skelly.
 9 MS. CLARK: Okay. Yes.
 10 MR. GEOHAGAN: Skelly. So that's a composite.
 11 THE WITNESS: So this is the same thing as
 12 this?
 13 MR. GEOHAGAN: This will be part of it.
 14 THE WITNESS: I'll look at this.
 15 MR. GEOHAGAN: Okay. That's fine.
 16 THE WITNESS: Just tell me what you want to --
 17 MS. CLARK: I can give you a copy of that if
 18 you want it.
 19 MR. GEOHAGAN: Okay, when you're able to.
 20 BY MR. GEOHAGAN:
 21 Q Okay. I think -- did I already ask you? All
 22 right, with regard to Composite Exhibit 3, is that --
 23 are those estimates that you prepared or let me strike
 24 it. Strike it.
 25 Did you prepare all the stuff that is a part

1 A Yes. I recall hearing about these items.
 2 Q Okay. And do you have a position either way
 3 as it's relates to whether or not State Farm should pay
 4 or reimburse for the car cover interior amounts, seat
 5 belt check amounts, test drive amounts and/or feather,
 6 block and prime amounts?
 7 MS. CLARK: Object to form.
 8 A I don't have a position what State Farm is
 9 going to pay for or not pay for. I can only speak on
 10 what I have written and the estimates that I prepared.
 11 BY MR. GEOHAGAN:
 12 Q And so with regard to car cover interior,
 13 what did you -- how did you address -- well let me back
 14 up. Were you made aware by either Gunder's Auto Center
 15 or Mr. Skelly as to the amounts that were charged for
 16 purposes of car cover interior.
 17 A I don't understand that. Will you say that
 18 again?
 19 Q Yes, sir. Were you made aware of, as part of
 20 this, when you were working this collision claim of the
 21 amounts that were charged by Gunder's Auto Center as it
 22 relates to car cover interior?
 23 A I believe there was a supplement request sent
 24 in from the shop, Gunder's. The exact wording of it, I
 25 have to see the supplement?

1 of composite Exhibit 3?
 2 A No.
 3 Q Okay. What parts, or let me ask it this way
 4 for predicate purposes, are there any parts of
 5 Composite Exhibit 3 that you prepared?
 6 A Yes.
 7 Q What parts did you prepare as it relates to
 8 Composite Exhibit 3?
 9 A Supplement 2, Supplement 3.
 10 Q Hold on a second. Supplement 2.
 11 A 2 through 5. 2, 3, 4, 5.
 12 Q Can I look at Exhibit 2 right there real
 13 quick?
 14 A Wait. I got it. Sorry. Go ahead.
 15 Q Okay. Are you aware, as part of this, Skelly
 16 is what I'm talking about now, the Skelly case that the
 17 charges that Mr. Gunder is disputing on behalf of Mr.
 18 Skelly are car cover interior, seat belt check, test
 19 drive, feather, block and prime and taxes.
 20 A Can you repeat that one more time?
 21 Q Are you aware, just generally speaking, that
 22 the areas that Mr. Gunder, on behalf of Mr. Skelly, is
 23 disputing in the Skelly case are car cover interior,
 24 seat belt check, test drive, feather, block and prime
 25 and taxes associated therewith?

1 Q Were you made aware, though, of that during
 2 the course of time that the collision claim -- that you
 3 were involved in a collision claim?
 4 MS. CLARK: Object to form.
 5 THE WITNESS: Of which items? All those
 6 items?
 7 BY MR. GEOHAGAN:
 8 Q I'm just talking about car cover interior.
 9 I'll go through each one the same way for that matter.
 10 A Like I said, I think I was made aware by the
 11 supplement request. I don't remember the exact wording
 12 and I would have to see the request itself to see what
 13 exact charges the shop was asking for.
 14 THEREUPON Plaintiff's Exhibit Number 4 was
 15 received and marked for identification.
 16 BY MR. GEOHAGAN:
 17 Q All right, we've marked this as Exhibit #4
 18 and just for identification purposes, this is -- up at
 19 the top, it says Gunder's Auto Center, Inc. Then it
 20 has preliminary Supplement 2 with a summary, it has as
 21 the insured, Skelly, Christopher. Do you see that?
 22 A Correct.
 23 Q With regard to car cover interior, can you
 24 look at this and what I have just provided you, Exhibit
 25 #4, and does it refresh your recollection as to the

1 amount charged by Gunder's Auto Center for that
 2 particular procedure?
 3 A For which item?
 4 Q Interior car cover or car cover interior?
 5 A I see on line 78 he has it on his estimate.
 6 Q Okay. And with regard to -- in the complaint
 7 the additional \$16.80 that is sought on behalf of Mr.
 8 Skelly in this particular claim, did you take the
 9 position during the course of the claim collision or
 10 collision claim, excuse me, as to whether or not that
 11 should be paid for?
 12 A I want to make it clear I'm not the one
 13 making the payments for this claim so I don't want to
 14 get that twisted in any way but, in looking at my
 15 supplement, on my estimate on Supplement Number 5, line
 16 71, I do have a car cover interior stating \$10 .6.
 17 Q Okay. And then with the one that you see
 18 with Gunder's, it's \$10 at 1.0 correct?
 19 A That's what it says on his estimate?
 20 Q Okay. And why did you have it at .6 as
 21 opposed to how it was charged by Gunder's Auto Center?
 22 A At the time of that claim, I don't remember
 23 the discussion between me and the shop, but in looking
 24 at my estimate, the normal procedure for a car cover is
 25 the first one is \$5 and the installation time is

1 nothing and any one thereafter is \$5 and .3 to install
 2 so it appears on mine, having \$10 for materials and .6,
 3 that it has two-car cover interiors on there.
 4 Q Where did you get the information that you
 5 were relying upon for purposes of it only being .6 as
 6 opposed to what was charged by Gunder's Auto Center?
 7 MS. CLARK: Object to form.
 8 THE WITNESS: Can you repeat that one more
 9 time?
 10 BY MR. GEOHAGAN:
 11 Q Yes, sir. As I understand your answer, you
 12 were telling me well, this is how we do it, I guess,
 13 for lack of a better way of putting it, and I guess
 14 what I'm asking you is what do you rely upon in this
 15 particular instance to come to the conclusion that it
 16 should only be .6 as opposed to 1.0 as charged by
 17 Gunder's Auto Center?
 18 A I don't remember the exact conversations with
 19 me or the shop or why one hour was asked for. This
 20 claim was over a year ago, you know, since I saw this
 21 car. Like I said, what I do know, it appears from my
 22 knowledge of writing estimates that I wrote for two car
 23 cover interiors, which would be \$10 for material and .6
 24 for installation.
 25 Q That's what I'm asking you, though, is

1 where -- what are you relying on to come to that? Is
 2 that just something that you decided? What are you
 3 looking at to come to that conclusion is what I'm
 4 saying?
 5 A Well car cover is a, I guess you could say,
 6 a pre-store in my Audatex so it's something that has
 7 been inputted on my computer. So I don't really come
 8 up with those prices.
 9 Q Okay. So what part of, in this particular
 10 instance, Audatex, did you look to for purposes of the
 11 \$10 and .6, as you put it?
 12 A Well in looking what I wrote for, what the
 13 shop is asking for, there appears to be -- there might
 14 have been some conversation between me and the shop
 15 because I have, it looks like, two car covers in the
 16 one line item if you kind of agree to that, but I don't
 17 remember. I don't recall what the conversation was
 18 between me and shop at that time.
 19 MR. GEOHAGAN: Okay. Can we go off the
 20 record?
 21 (Discussion off the record.)
 22 BY MS. CLARK:
 23 Q Where are you at on Supplement 5?
 24 A Line 71, page 4 of 5.
 25 Q Okay. You have there 10.00; is that right?

1 A That would be a dollar amount, \$10.
 2 Q Right. I was just reading it the way it is
 3 on there, but that does reflect \$10?
 4 A Right. I was just clarifying.
 5 Q Oh, no, that's good. Then you have .6 over
 6 to the right, correct?
 7 A Correct, on line 71.
 8 Q Okay. And what does .6 represent? How is
 9 that used?
 10 MS. CLARK: Object to the form.
 11 A I don't know how the shop uses it, but I
 12 write it to install that car cover interior.
 13 BY MR. GEOHAGAN:
 14 Q So is the \$10 in addition to whatever is
 15 applied or multiplied by the .6 or is \$10 multiplied by
 16 .6 or what happens there? How does that work?
 17 MS. CLARK: Object to form.
 18 A \$10 is the dollar amount for the car cover
 19 and then .6 is the installation time.
 20 BY MR. GEOHAGAN:
 21 Q So are there two separate dollar amounts?
 22 A There is one dollar amount and one sheet
 23 metal time.
 24 Q Would the .6 be multiplied by anything for
 25 calculation purposes?

1 A Not that I'm aware of, no.
 2 Q How is it used, then? I mean, you got .6 for
 3 time, correct?
 4 A I don't know how it's going to be used, like
 5 I said, for the shop. I don't understand what you're
 6 asking.
 7 Q I'm not going back to that. I'm just talking
 8 about as far as this is concerned, an ultimate dollar
 9 figure. How is that .6 used?
 10 MS. CLARK: Object to form.
 11 A I look at it as the installation time.
 12 BY MR. GEOHAGAN:
 13 Q Okay. But do you multiply it times another
 14 number to get to a dollar figure? What is it used for
 15 in the estimate? I'm not talking about what we were
 16 talking about earlier. I'm just asking you. I mean,
 17 if you know, but there is .6 there. I mean, we can't
 18 pay off just a time. Time has to relate to money and
 19 my question is, what is -- how is that used?
 20 MS. CLARK: Form.
 21 A I really don't understand what you're asking.
 22 BY MR. GEOHAGAN:
 23 Q All right. There is .6 here, right?
 24 A Correct.
 25 Q Does it just sit there or does it somehow or

1 A It was a pre-store in my Audatex that my
 2 management inputted into my Audatex for me.
 3 BY MR. GEOHAGAN:
 4 Q What do you mean by pre-store? What does
 5 that mean?
 6 A It was, I guess you could say, not a judgment
 7 time. It was something that was a pre-store. It was
 8 already there.
 9 Q Okay. What is car cover interior, do you
 10 know?
 11 A It's a cover to keep from over-spraying, I
 12 guess, in this case, from inside of the vehicle.
 13 Q And do you know whether or not with regard to
 14 Audatex that .6 is the time that you would retrieve
 15 from Audatex in all, no matter what the car is?
 16 A Can you repeat that again?
 17 Q Sure. It was badly phrased.
 18 Is .6, is that the number that would apply to
 19 any and all vehicles, no matter how big or how small?
 20 A I was trying to explain that earlier. It
 21 appears in this one line item that there is two car
 22 cover interiors so in most instances you would see it
 23 \$5 and .3.
 24 Q Okay. And so because of the numbers 10 --
 25 \$10 and then .6 as opposed to .3, that leads you to the

1 another translate into a money figure or part of a
 2 money figure? Dollar amount?
 3 MS. CLARK: Form.
 4 A Well all sheet metal times would add up, and
 5 if you look down under labor, it says sheet metal.
 6 BY MR. GEOHAGAN:
 7 Q Right.
 8 A It gives your hours.
 9 Q That's what I'm asking. So it's put into the
 10 hours, correct?
 11 MS. CLARK: Form.
 12 BY MR. GEOHAGAN:
 13 Q Under sheet metal or across from sheet metal?
 14 MS. CLARK: Form.
 15 A Yes.
 16 BY MR. GEOHAGAN:
 17 Q Okay. So it's put in the hours, then that is
 18 multiplied times the \$42 rate there, correct?
 19 A Yes.
 20 Q Now just so I understand, the .6, was
 21 something that, in this particular instance, you
 22 identify as it relates to Audatex, correct? At least
 23 that's what Audatex told you with regard to car cover
 24 interior; is that right?
 25 MS. CLARK: Object to form.

1 conclusion that there was two car covers; is that
 2 right?
 3 A Yes.
 4 Q All right. Either way, with regard to car
 5 cover interior, does that number .3 apply to any
 6 vehicle, no matter how big or how small?
 7 MS. CLARK: Object to form.
 8 A It just depends on the job, really, the
 9 repair work. I mean, because if you don't need it for
 10 the interior then, you know, it's not needed for that
 11 vehicle so it's by case by case instance when it's
 12 needed.
 13 BY MR. GEOHAGAN:
 14 Q But, as it relates to the time particularly,
 15 looking at the .6 that you have there, couldn't it take
 16 more time for purposes of what is related to the car
 17 cover interior depending upon the size of the vehicle
 18 or the type of vehicle?
 19 A Every instance is different so you never
 20 really -- I mean, at that time, you would just have to
 21 make that call.
 22 Q So, in this instance, did you take into
 23 account the type of vehicle that was under repair for
 24 purposes of car cover interior charges?
 25 A I think on this instance, I was advised there

1 was a supplement asking for car cover interior which I
2 technically gave two because there \$10 and .6 and, like
3 I said before, I don't remember. There might have been
4 a discussion between myself and the shop. I just don't
5 recall what it was.

6 Q Okay. And I'm not -- aside from the
7 discussion with you and the shop, I mean, do you recall
8 looking at it from the perspective of the type of
9 vehicle was involved and whether or not, in this
10 particular instance, it justified what was charged by
11 the shop which was 1.0 for purposes of the time?

12 A Can you repeat that again.

13 Q Yes, sir. Did you take into consideration
14 the type of vehicle and what was done for purposes of
15 whether or not the charge of, in particular, 1.0 was
16 justified as it relates to car cover interior?

17 A It's hard to say because I can't really
18 recall what was said or not said at that point or, I
19 mean, it's hard to even remember the inside of that
20 vehicle --

21 Q Okay.

22 A -- to make an accurate call at this time.

23 Q Yes, sir. Do you recall why you gave two car
24 cover interiors as far as what you were just talking
25 about on that line item 71?

1 A Not at this time. I can't remember exactly
2 why I gave two car covers, but it had to be between
3 discussions between me and the shop. I just don't
4 recall what it was.

5 Q Yes, sir.

6 Now with regard to the car cover interior and
7 whatever your recollection is, did you have a position
8 as to whether or not Gunder's Auto Center was
9 fraudulently claiming that it had put this time into
10 the car cover interior aspect of the repair?

11 MS. CLARK: Object to the form of the
12 question.

13 THE WITNESS: Can you repeat that?

14 BY MR. GEOHAGAN:

15 Q Yes, sir. With regard to what they were
16 charging, and once you were aware of it, do you have
17 any recollection as to whether or not it was your
18 position that they were charging something that was not
19 accurate and didn't accurately reflect the time
20 associated with the car cover interior as it relates to
21 the repair of this particular vehicle?

22 A I don't know. I mean, I don't want to speak
23 on behalf of the shop or what they did or did not do.

24 Q Well I'm not asking you to speak on behalf of
25 the shop because I can tell you right now they will

1 tell you they didn't, but I'm asking you since you were
2 involved in this, whether or not, when you saw what
3 they were charging, was it your position at that time,
4 given that you only put in your estimate something less
5 than that, that they were inaccurately reflecting the
6 time and the amount that should be charged for the car
7 cover interior as it relates to the repairs of this
8 vehicle?

9 MS. CLARK: Object to form.

10 A I don't recall because I don't recall the
11 conversation between me and the shop at that time.

12 BY MR. GEOHAGAN:

13 Q So you're not here today necessarily saying
14 that Mr. Gunder, on behalf of Mr. Skelly, is
15 representing something that is otherwise inaccurate as
16 it relates to the time associated with that car cover
17 interior, correct?

18 MS. CLARK: Object to form.

19 A I'm just saying I don't recall the
20 conversations that were made at that time.

21 BY MR. GEOHAGAN:

22 Q Yes, I understand that. I'm just asking you
23 right now, are you taking the position right now that
24 Gunder's Auto Center was inaccurately reflecting what
25 they actually did as it relates to car cover interior?

1 A I don't know what Gunder's Auto Center did.

2 Q Then, how do you know what to pay for or not
3 pay for if you don't know what they did?

4 A I don't make any payments.

5 Q I didn't say you made payments, but you're
6 writing an estimate as to the time that should be
7 associated with it and you got \$10 here and .6 and
8 Gunder's Auto Center, I think you already testified,
9 that you were made aware at some point that they were
10 charging something up and above that, correct?

11 A Can you repeat that again?

12 Q Sure. You're putting here, and this is your
13 estimate, correct? You did this?

14 A That's number 5, correct?

15 Q Yes, sir. Let me make sure. Number 5?

16 A Okay. Yes.

17 Q You're the one that prepared this, right?

18 A Not all of that.

19 Q Okay. But with regard to line item 71, let's
20 say, you were involved in that, correct?

21 A Yes.

22 Q At some point, you were made aware that the
23 shop was charging more than what is in line item 71,
24 correct?

25 A I don't recall. I mean, I don't -- there had

1 to be a reason that I gave two car covers. Since they
 2 were -- he's got \$10 as well so, obviously, he was
 3 looking for two car covers and there had to be a
 4 discussion between me and the shop. I don't recall
 5 what it was.
 6 Q Okay. So don't -- you can't even say right
 7 now whether or not he should have been paid what he was
 8 charging or not, correct?
 9 MS. CLARK: Form.
 10 THE WITNESS: Can you repeat that one more
 11 time.
 12 BY MR. GEOHAGAN:
 13 Q You're telling me you don't recall anything
 14 as far as what was said or why he did it, so right now
 15 you can't say for sure whether Gunder's Auto Center
 16 should be paid for the amount that they charged and the
 17 time that they charged for as it relates to the car
 18 cover interior, correct?
 19 MS. CLARK: Form:
 20 A I just don't recall the conversations with
 21 the shop on why they wanted an hour versus my .6 versus
 22 what .6 is what is on my estimate.
 23 BY MR. GEOHAGAN:
 24 Q Do you have a position right now as to
 25 whether or not 1.0 in your, what is your line item 71,

1 would be appropriate for purposes of work that was done
 2 by Gunder's Auto Center as it relates to car cover
 3 interior?
 4 MS. CLARK: Form.
 5 A It's hard for me to make a position if I
 6 can't remember exactly the wording between me and the
 7 shop because I don't know what was said. I don't
 8 recall.
 9 BY MR. GEOHAGAN:
 10 Q Okay. All right. Let's move on to the next
 11 item. The next item is seat belt check and if you look
 12 at the supplement from Gunder's with regard to this
 13 particular matter, you will see the line item for seat
 14 belt. Do you see that?
 15 A Not yet.
 16 Q I'm sorry?
 17 A Not yet.
 18 Q Okay.
 19 A Appears it's 85.
 20 Q Right. And as part of the complaint \$8.40 is
 21 what is being claimed by Mr. Gunder on behalf of Mr.
 22 Skelly as the insured for State Farm. Now do you have
 23 anything in your estimate as it relates to seat belt
 24 check?
 25 A Let me check.

1 Q Yes, sir.
 2 A I don't see anything on my supplement that
 3 has to do with seat belt.
 4 Q Okay. And do you recall why you don't have
 5 anything on your supplement as it relates to seat belt
 6 check?
 7 A The way that I've been trained to write my
 8 estimates is, State Farm is to pay for or allow for
 9 damaged items on my estimate, not for checking items.
 10 Q Okay. No matter what the circumstances with
 11 regard to the Skelly that isn't even something that, at
 12 least from your perspective, that would even be paid
 13 for on behalf of the insured; is that correct?
 14 A I can't -- I don't know. Every car is
 15 different. I don't know what the future holds so --
 16 Q I'm talking about given your experience and
 17 your knowledge with regard to this matter, is there
 18 anything in the Skelly matter that would have prompted
 19 you to actually have an item in there for seat belt
 20 check?
 21 A Well one thing that would have prompted me if
 22 the shop sent in a supplement basically saying the seat
 23 belt was broken.
 24 Q So, in order, for purposes of the Skelly
 25 matter, for you to even consider putting that on your

1 estimate, you would have to see some defect at least
 2 from your perspective in order to even do a seat belt
 3 check; is that right?
 4 MS. CLARK: Object to form.
 5 A From my perspective, I do seat belt checks if
 6 I see deployment of air bags, maybe a shop sending in a
 7 supplement saying, you have seat belt damage or they
 8 locked up, things of that nature, something that would
 9 allow me to or lead me -- make me believe that the seat
 10 belt are damaged or broken.
 11 BY MR. GEOHAGAN:
 12 Q And are you aware whether or not the seat
 13 belts engaged in this particular instance as far as
 14 locking whenever the collision occurred?
 15 A Can you repeat that one more time?
 16 Q Are you aware in this particular instance
 17 whether or not the seat belt locked whenever the
 18 collision occurred?
 19 A I wasn't there when the collision occurred so
 20 I don't know.
 21 Q Would that make a difference, though, as to
 22 whether or not a seat belt check should be done?
 23 MS. CLARK: Object to the form.
 24 A I think the difference it would make to me if
 25 somebody told me it was damaged, then I would, you

1 know, address it at that time.
 2 BY MR. GEOHAGAN:
 3 Q Well what if the only way you could figure
 4 out whether or not it was damaged was to do a seat belt
 5 check, would that make a difference to you?
 6 MS. CLARK: Object to form?
 7 A My training at State Farm, I been trained to
 8 allow for damaged parts, not the checking of parts.
 9 BY MR. GEOHAGAN:
 10 Q Okay. With regard to the seat belt check, do
 11 you have any position as to whether or not that is
 12 something that Gunder's Auto Center should not have
 13 charged for?
 14 A Can you repeat that one more time?
 15 Q Yes, sir. With regard to the seat belt
 16 check, do you have a position as to whether or not that
 17 is something that should or should not be charged for
 18 by Gunder's Auto Center?
 19 A I'm not going to say whether they should or
 20 should not have charged for it. I don't know.
 21 Q And do you have a position as to whether or
 22 not Gunder's Auto Center actually did a seat belt
 23 check?
 24 A I don't know, I mean.
 25 Q You don't know either way?

1 A I don't know. I don't work at the shop so
 2 I'm not there to see them do it.
 3 Q So you're not necessarily taking the position
 4 that they, that State Farm, shouldn't pay for
 5 reimbursements on behalf of the insured in this case
 6 because Gunder's Auto Center didn't do the seat belt
 7 check; is that correct.
 8 MS. CLARK: Object to form.
 9 A I'm not going to take any position on what
 10 State Farm is going to pay or not pay for.
 11 BY MR. GEOHAGAN:
 12 Q I'm not necessarily asking that. What I'm
 13 asking is, is you're not necessarily taking the
 14 position that Gunder's Auto Center didn't do the seat
 15 belt check; is that correct.
 16 MS. CLARK: Object to form.
 17 A I don't know if they did or not.
 18 BY MR. GEOHAGAN:
 19 Q Do you have any reason to believe that they
 20 didn't do it?
 21 A I don't know. That's a question hard to
 22 answer. I don't know. I don't know.
 23 Q Has anybody told you that they didn't do the
 24 seat belt check?
 25 A Can you say that again?

1 Q Yes, sir. Has anybody told you that Gunder's
 2 Auto Center didn't do the seat belt check in the Skelly
 3 matter?
 4 A Not that I can recall.
 5 Q Did you see anything or observe anything to
 6 make you believe that they didn't do the seat belt
 7 check.
 8 A Not that I recall.
 9 Q And are you aware of anything, observe
 10 anything, see anything, told anything that the charges
 11 associated with the seat belt check were not, in fact,
 12 related to what was actually done for purposes of the
 13 seat belt check?
 14 MS. CLARK: Form.
 15 THE WITNESS: Can you repeat that one more
 16 time?
 17 BY MR. GEOHAGAN:
 18 Q Yes, sir. Have you seen anything, observed
 19 anything, know of anything, been told anything that
 20 would lead you to believe that the charges from
 21 Gunder's Auto Center, as it relates to seat belt check
 22 are not, in fact, commensurate with what they did do as
 23 it relates to that seat belt check?
 24 MS. CLARK: Object to form.
 25 THE WITNESS: Can you repeat that one more

1 time?
 2 BY MR. GEOHAGAN:
 3 Q Sure. Are you aware of anything? Has
 4 anybody told you anything that would lead you to
 5 believe that the charges are somehow or another not
 6 related in a proportionate manner to what they did do
 7 as it relates to the seat belt check in the Skelly
 8 matter?
 9 A Not that I can recall.
 10 MS. CLARK: Form.
 11 BY MR. GEOHAGAN:
 12 Q And for purposes of the Skelly case, when you
 13 were doing an estimate here as part of that estimate,
 14 and, as you put it, to properly repair the vehicle, is
 15 the ultimate safety of Mr. Skelly something that you
 16 concern yourself with whenever you're doing that
 17 estimate?
 18 A I think safety is a big concern -- should
 19 always be.
 20 Q Would you agree that a seat belt check is
 21 something that is done to ensure or help ensure anyway
 22 that the vehicle is safe, once it's returned to the
 23 vehicle owner, in this instance, Mr. Skelly?
 24 A Can you repeat that one more time?
 25 Q Yes, sir.

1 Would you agree that doing a seat belt check
2 is something that helps further ensure that when that
3 vehicle is returned to Mr. Skelly that it is, in fact,
4 safe for him to drive?

5 A Yes. I think it should be inspected and seen
6 if damaged or not damaged and, if damaged, make a
7 supplement and --

8 Q So if they had done the seat belt check and
9 found damage then, in that instance, it would be
10 something that for purposes of an estimate you're
11 preparing in this matter that you would have considered
12 as it relates to paying or reimbursing your insured
13 for?

14 MS. CLARK: Object to form.

15 A Usually when a shop sends in a supplement,
16 it's because they inspected the vehicle and found more
17 damage and that's why they sent in a supplement because
18 they have found additional damages. Then we'll go back
19 out and add those to our estimate.

20 BY MR. GEOHAGAN:

21 Q In those particular instances, if that were
22 to have been the case in this instance, would you have
23 then paid for the seat belt check?

24 MS. CLARK: Object to form.

25 A If the seat belt is damaged and it's part of

1 Skelly matter whereby you would have allowed for the
2 payment or reimbursement for a seat belt check aside
3 from anything else related to the seat belt, but the
4 seat belt check.

5 MS. CLARK: Object to the form of the
6 question.

7 A As you're asking, I'm not going to make the
8 payment to the shop or the owner because I don't do
9 that.

10 BY MR. GEOHAGAN:

11 Q I didn't ask that. I was sure not to ask
12 that because of the way -- well anyway. Strike that.

13 MS. CLARK: Read the question back, if you
14 like.

15 MR. GEOHAGAN: Read it back, please.

16 THEREUPON this reporter read back the
17 requested portion of the transcript.

18 BY MR. GEOHAGAN:

19 Q Okay. My question is, is there anything that
20 could have occurred in this Skelly matter whereby, for
21 purposes of your estimate, you would have allowed, and
22 that's where it came in right there because I was
23 mixing the two of them. Strike it all because now I
24 understand where it came in.

25 Is there anything in the Skelly matter that

1 the loss, we will pay for it or I will allow for it on
2 my estimate.

3 BY MR. GEOHAGAN:

4 Q So you would, in that instance, would pay for
5 the seat belt check?

6 MS. CLARK: Object to the form.

7 A I would allow for the installation of the
8 seat belt on my estimate if it was damaged.

9 BY MR. GEOHAGAN:

10 Q Okay, that's not what I'm asking, though. In
11 that particular instance that you just described, if
12 that were the case in the Skelly matter, you would
13 allow for the payment of the seat belt check in your
14 estimate; is that right?

15 MS. CLARK: Object to the form.

16 A Like I said before, in my past experiences
17 with State Farm, we don't allow for checks. We allow
18 for what is damaged on the vehicle. When the shop
19 inspects the vehicle and finds damaged parts, they send
20 in a supplement to have those damages covered on the
21 estimate.

22 BY MR. GEOHAGAN:

23 Q Okay. Well guess I need to then back up and
24 be clear about something. Is there any instance,
25 anything that could have occurred with regard to the

1 could have occurred or would have been in existence
2 whereby you would have allowed on your estimate for a
3 charge associated with a seat belt check?

4 MS. CLARK: Object to the form.

5 A Well I wasn't at the collision scene. I
6 didn't see how the collision happen. Anything is
7 possible. Kind of, like I said before, if a seat belt
8 was damaged, I think the shop should have sent in a
9 supplement and we would have go from there.

10 BY MR. GEOHAGAN:

11 Q That's my question. Let's assume for one
12 second in Skelly the seat belt was damaged. I'm not
13 saying it was or it wasn't, but let's assume for
14 purposes of this particular question, hypothetically
15 speaking, that the seat belt was damaged. If that was
16 represented to you and you verified that, in fact, it
17 was, let's say, would you then allow for an item in
18 your estimate for a seat belt check and what I mean, I
19 don't know how else to put it. You're putting items in
20 there so would you allow, at least in your estimate,
21 whether or not you pay it or not, for the payment of a
22 seat belt check?

23 MS. CLARK: Object to the form.

24 A Kind of going back on the same thing. You
25 know, I been taught to not allow for checks, that if

1 it's damaged, you know, just like in -- this is Skelly,
 2 correct?
 3 BY MR. GEOHAGAN:
 4 Q Yes, sir.
 5 A There was a lot of damaged suspension parts,
 6 a lot of stuff had to be inspected. When they were
 7 damaged, the shop sent in a supplement. I allowed for
 8 those items. I don't see why it would be any different
 9 with the seat belt.
 10 Q What I'm getting at, Mr. Robinson, I'm not
 11 trying to trick you either, you keep telling me you
 12 would allow for that on your estimate if there was
 13 damage, but what I'm asking you, if that were the case
 14 given the hypothetical I just gave you, would you allow
 15 for the seat belt check?
 16 MS. CLARK: Object to form.
 17 A Like I said before, in my training, I'm not
 18 able to allow for checks. I pay for what -- not pay,
 19 but I allow for what is damaged on my estimates that I
 20 write.
 21 BY MR. GEOHAGAN:
 22 Q Okay. And with regard to that, I know you
 23 have already stated, as it relates to not allowing for
 24 the seat belt check as part of your line items or any
 25 charges or payment whatever, that you were trained not

1 to allow for those items or you were trained only to
 2 allow for those items that relate to damage and not
 3 checks, but is there anything else other than your
 4 training that you relied upon in this particular
 5 instance for the -- for not including that in the
 6 estimate, the seat belt check, that is?
 7 A Can you repeat that again?
 8 Q Yes, sir. Is there any other reason, other
 9 than what you have already told me as to what you
 10 relied upon for purposes of not including the seat belt
 11 check in your estimate?
 12 MS. CLARK: Form. You can answer.
 13 A The car was just so long ago. I really don't
 14 recall to give an accurate answer.
 15 BY MR. GEOHAGAN:
 16 Q I mean, you don't know what you would look
 17 to, as you sit here, for purposes of whether or not or,
 18 at least, what you would rely upon as your authority
 19 for not including the seat belt check in your estimate?
 20 MS. CLARK: Object to the form.
 21 THE WITNESS: Can you repeat that?
 22 BY MR. GEOHAGAN:
 23 Q Yes. I mean, what I'm asking you is, I mean,
 24 you're the one that prepared the estimate, correct,
 25 particularly line item 71 that we are looking at?

1 A Yes.
 2 Q I'm sorry, forget 71. But with regard to not
 3 including the seat belt check, correct?
 4 A Can you repeat that again?
 5 Q Yes. With regard to not including the seat
 6 belt check, what did you rely upon in not including it
 7 in your estimate?
 8 MS. CLARK: Objection.
 9 A I relied upon my past experiences and my
 10 training from State Farm that, you know, I been taught
 11 that, you know, we allow for damaged items. We don't
 12 allow for checks.
 13 BY MR. GEOHAGAN:
 14 Q Okay. Anything other than that that you
 15 relied upon for not including the seat belt check in
 16 your estimate as it relates to Skelly?
 17 MS. CLARK: Object to form.
 18 A Like I said before, this car is so long ago,
 19 it's hard to -- I don't recall.
 20 BY MR. GEOHAGAN:
 21 Q I guess what I'm getting at, would you look
 22 to anything like Audatex or Mitchell's or any type of
 23 other authority? You may not. That's what I'm talking
 24 about, though.
 25 A For this particular car, I don't recall. It

1 was just too long ago to really give an accurate
 2 answer.
 3 Q Do you know whether or not those are the
 4 types of things you could look to for something like
 5 Skelly, at least as it relates to the seat belt check?
 6 MS. CLARK: Object to form.
 7 A Look towards what?
 8 BY MR. GEOHAGAN:
 9 Q All I'm trying to do is figure out -- you
 10 didn't include the seat belt check, right?
 11 MS. CLARK: Object to form.
 12 A It's not on this estimate.
 13 BY MR. GEOHAGAN:
 14 Q Right. And that's the estimate that you
 15 prepared, correct?
 16 A Correct.
 17 Q All I'm trying to ask you is, you know, if
 18 you had a seat belt check and Skelly -- the Skelly
 19 collision was something you were looking at today or
 20 the claim was something you were looking at today, I
 21 just want to know everything that you would look to as
 22 authority for your position that it should not be
 23 included in the estimate. That's all I'm asking.
 24 MS. CLARK: Object to form.
 25 A Like I said before, I would go from my past

1 experiences. I would go off my training that I've
 2 received. You know, we have -- I have Audatex
 3 guidelines, not Audatex guidelines, but like guidelines
 4 for my training from State Farm.
 5 BY MR. GEOHAGAN:
 6 Q Anything else, and there may not be, I just
 7 want to know?
 8 A I'm thinking --
 9 MS. CLARK: Object to the form.
 10 A Other estimators. We do have a trainer, you
 11 know.
 12 BY MR. GEOHAGAN:
 13 Q Right. Anything else?
 14 A That I can recall at this time.
 15 Q With regard to the car cover interior, did
 16 you look to anyone to assist you in what you allowed
 17 for there?
 18 A I don't recall.
 19 Q With regard to the seat belt check, did you
 20 look to anyone else at State Farm for whether or not
 21 you would include that in your estimate?
 22 A I really don't recall.
 23 Let's take a bathroom break.
 24 MR. GEOHAGAN: Okay.
 25 (Deposition in brief recess.)

1 BY MS. CLARK:
 2 Q Do you know what is involved in a seat belt
 3 check?
 4 A It's kind of a big question because you have
 5 multiple parts to a seat belt. What exactly part are
 6 you asking for?
 7 Q No, do you know what they do when they do a
 8 seat belt check?
 9 A Who is they?
 10 MS. CLARK: Form.
 11 BY MR. GEOHAGAN:
 12 Q A shop. In this instance, Gunder's Auto
 13 Center.
 14 Let me ask it more specifically. With regard
 15 to the Skelly matter, do you know what they did for
 16 purposes of doing the seat belt check?
 17 A No, I don't know what they did.
 18 MS. CLARK: Object to form on that last one.
 19 BY MR. GEOHAGAN:
 20 Q And with regard to the seat belt check that
 21 was done here, and given your experience and training,
 22 do you know what the typical seat belt check would be
 23 if it were done in the Skelly matter?
 24 MS. CLARK: Object to the form.
 25 A In my opinion, a seat belt check could be

1 checking all the components of the seat belt making
 2 sure everything works properly.
 3 BY MR. GEOHAGAN:
 4 Q Right. Do you know what is actually done for
 5 purposes of a seat belt check?
 6 A If I were doing it, like I said, I would
 7 check all the components, make sure it's locking, make
 8 sure it's not locked up, the seat belt itself.
 9 Q How would you go about doing that?
 10 A I would pull on it, lock it into the lock
 11 part of the seat belt, make sure it locks, unlocks,
 12 just making sure all the mechanism of the seat belt
 13 work properly.
 14 Q Anything else that you would do in a seat
 15 belt check?
 16 MS. CLARK: Object to the form.
 17 A I can't think of anything else right now.
 18 BY MR. GEOHAGAN:
 19 Q And are you aware whether or not it takes
 20 time for a seat belt check?
 21 A Yes, it does take time.
 22 Q With regard to any of labor associated with
 23 car cover interior, do you know what is involved in
 24 that?
 25 A Can you repeat that again?

1 Q Yes. With regard to any time involved in car
 2 cover interior, do you know what is involved in that?
 3 When a repair shop is involved in car cover interior
 4 and the labor associated with it, do you know what is
 5 involved in that labor?
 6 MS. CLARK: Object to form.
 7 A Every shop is different. It's kind of a
 8 really broad question.
 9 BY MR. GEOHAGAN:
 10 Q Do you know for purposes of Skelly what is
 11 typically done by a shop for purposes of any labor
 12 associated with car cover interior?
 13 MS. CLARK: Object to form.
 14 A I don't know because every shop is different.
 15 BY MR. GEOHAGAN:
 16 Q Have you ever observed the labor associated a
 17 car cover interior?
 18 A I never personally observed a car cover
 19 interior installed.
 20 Q Have you ever observed when it's removed?
 21 A I don't really recall.
 22 Q With regard to the test drive that, at least
 23 in this complaint, Mr. Gunder on behalf of Mr. Skelly,
 24 is alleging that \$47.50 should be paid for, reimbursed
 25 by State Farm on behalf of it's insured, do you know

1 whether or not you allowed for that in your estimate as
 2 it relates to Skelly?
 3 A Like I said, in my training with State Farm,
 4 I was trained not to allow for checks or inspections,
 5 only damaged parts.
 6 Q So is that allowed for anywhere in your
 7 estimate?
 8 MS. CLARK: Object to form.
 9 A I'm sorry, what was the --
 10 BY MR. GEOHAGAN:
 11 Q Was it allowed for in any way, shape or form
 12 in your estimate?
 13 MS. CLARK: Form.
 14 A The test drive is not on my estimate.
 15 BY MR. GEOHAGAN:
 16 Q Was it allowed for as part of the eight hours
 17 for repairing the suspension, completing the alignment
 18 and/or completing the wheel repair?
 19 A Can you repeat that?
 20 Q Yes, sir. Was it allowed for as part of
 21 repairing the suspension, completing the alignment
 22 and/or completing the wheel repair?
 23 A Kind of like I said before, I don't write for
 24 checks. I write for damaged parts.
 25 Q Do you know one way or the other whether or

1 not you allowed for it for the repair of the
 2 suspension, completing the alignment and/or completing
 3 the wheel repair?
 4 MS. CLARK: Object to the form of the
 5 question.
 6 THE WITNESS: Repeat that one more time.
 7 BY MR. GEOHAGAN:
 8 Q Do you know whether or not, in your estimate,
 9 you allowed for it, as part of repairing the
 10 suspension, completing the alignment and/or completing
 11 the wheel repair?
 12 MS. CLARK: Object to the form?
 13 A No, it doesn't appear to be on those line
 14 items or on the notes of those line items.
 15 BY MR. GEOHAGAN:
 16 Q And going back to a question I asked you a
 17 little bit earlier for purposes of Mr. Skelly, would
 18 you consider a test drive something that would help
 19 ensure that the vehicle was safe prior to it being
 20 returned to Mr. Skelly?
 21 A My opinion, it's a good way to see if the
 22 vehicle has any defective parts, which would make it
 23 unsafe or safe and that way if it did have any
 24 defective parts or damaged parts we would receive a
 25 supplement and cover them at that time.

1 BY MR. GEOHAGAN:
 2 Q Do you know what all is involved in a test
 3 drive, and in particular, as it relates to the Skelly
 4 matter? Do you know what all is involved in a typical
 5 test drive such as the one that was done here in the
 6 Skelly matter?
 7 MS. CLARK: Object to the form.
 8 A I don't know. I don't test drive vehicles.
 9 BY MR. GEOHAGAN:
 10 Q And do you know whether or not, in fact, in
 11 this particular matter, that upon conducting the test
 12 drive, whether or not, in fact, a defect was identified
 13 and further repairs had to be conducted?
 14 A Can you repeat that again?
 15 Q Yes, sir. Are you aware whether or not, in
 16 fact, in this particular matter, the Skelly matter,
 17 upon conducting the test drive, there, in fact, was a
 18 defect that was identified and further repairs had to
 19 be conducted as a result of that?
 20 A I don't know. I wasn't at the shop to see
 21 if there was a test drive and to verify if there was
 22 any more damaged parts.
 23 Q You would agree that to do a test drive, it
 24 takes shop time to do that, correct?
 25 A A test drive does take time.

1 Q Just to be clear, though, with regard to the
 2 test drive, aside from what is identified one way or
 3 the other as a result of that test drive, it would be
 4 like the seat belt check that that's not something
 5 that, on your estimate, that you would allow for
 6 because it's a check and not something that directly
 7 addresses damage; is that right?
 8 MS. CLARK: Form.
 9 A Like I said, I've been trained to write for
 10 damaged parts, not the checking or testing of parts.
 11 BY MR. GEOHAGAN:
 12 Q Are you -- I mean when you say that, are you
 13 suggesting that State Farm just doesn't ever pay for
 14 checking or diagnostic work?
 15 MS. CLARK: Object to form.
 16 A I don't know.
 17 BY MR. GEOHAGAN:
 18 Q When you say that, are you saying that, for
 19 purposes of your estimates, that you never allow for
 20 anything that relates to checking or diagnostic work?
 21 A Well every estimate is different. You never
 22 know what you're going to run into with the vehicle or
 23 the damages.
 24 Q Right. But, I'm just spring boarding off of
 25 what you said that because you have said it now in two

1 different aspects of the Skelly matter that, you know,
 2 I was trained not to allow for, in my estimates, checks
 3 as compared to actual damage, right?
 4 A Correct.
 5 Q Okay. So are you saying that you never allow
 6 for any type of anything in your estimates as it
 7 relates to the check itself or diagnostic work for
 8 purposes of your estimates?
 9 MS. CLARK: Object to the form.
 10 A Never is a big word and I've written a lot of
 11 estimates and I will write a lot of estimates in the
 12 future and it's hard to say what I'm going to write for
 13 or what is going to be on an estimate.
 14 BY MR. GEOHAGAN
 15 Q So just I can be clear here, are you saying
 16 it's possible that you could allow for the time for a
 17 diagnostic check or a check of any aspect of the
 18 vehicle on your estimate?
 19 MS. CLARK: Object to the form.
 20 A I don't know what kind of vehicle I'm going
 21 to run into in the future or what is going to be on
 22 those estimates so I can't really answer that question.
 23 I don't know if that's a yes or no question.
 24 BY MR. GEOHAGAN:
 25 Q I'm asking is it possible that you would have

1 in the past allowed for or you would allow for at
 2 least, given your testimony with regard to these last
 3 two item anyways, for the time taken by Gunder's Auto
 4 Center for purposes of a diagnostic or diagnostic check
 5 or check, either way, for purposes of your estimates?
 6 Is it possible?
 7 MS. CLARK: Object to the form.
 8 THE WITNESS: Can you repeat that again?
 9 BY MR. GEOHAGAN:
 10 Q Is it possible that you would allow on your
 11 estimate for the time associated with the diagnostic
 12 check or a check for purposes of your estimate?
 13 MS. CLARK: Form.
 14 BY MR. GEOHAGAN:
 15 Q Is it possible?
 16 MS. CLARK: Form.
 17 A Well I do recall writing for diagnostic
 18 checks but, as far as inspections of other parts of the
 19 vehicle, I've been trying not to -- trained not to
 20 allow for those items until, obviously, they are
 21 damaged or there is a supplement sent in from the shop
 22 saying they are damaged.
 23 BY MR. GEOHAGAN:
 24 Q You don't consider a seat belt check to be a
 25 diagnostic check?

1 MS. CLARK: Object to the form.
 2 A No.
 3 BY MR. GEOHAGAN:
 4 Q You don't consider a test drive to be a
 5 diagnostic check?
 6 A In my opinion, no.
 7 Q What is diagnostic check?
 8 MS. CLARK: Object to the form.
 9 A I don't know the exact terminology of it but,
 10 I do know that it has something to do with hooking a
 11 vehicle up to some kind of computer and reading codes.
 12 That's my understanding.
 13 BY MR. GEOHAGAN:
 14 Q With regard to that, you mean the shop is
 15 doing that?
 16 A Yes.
 17 Q For purposes of a test drive, do you believe
 18 that that is included as part of the time that a
 19 mechanic or technician performing any repairs, as it
 20 relates to the suspension, alignment and/or wheel
 21 repair when they test them at the conclusion of each of
 22 those specific repair procedures?
 23 MS. CLARK: Object to the form.
 24 A I don't understand what you are asking.
 25 BY MR. GEOHAGAN:

1 Q That's fair.
 2 Do you know whether or not mechanics or
 3 technicians perform -- well it goes back to what I was
 4 asking you earlier as far as whether or not, in your
 5 estimate, you allow for the test drive and the
 6 suspension -- repairing the suspension, completing the
 7 alignment and/or completing the wheel repair and, to
 8 that degree, is the test drive included in any testing
 9 that the mechanic or technician would conduct as part
 10 of those repairs?
 11 MS. CLARK: Object to the form of the
 12 question.
 13 A I don't think the mechanic is testing any of
 14 those repairs. You're talking about the repairing or
 15 replacing items on the vehicle. They are not testing
 16 anything, not what it sounds like.
 17 BY MR. GEOHAGAN:
 18 Q Yes, sir. Okay. With regard to the feather,
 19 block and prime, the complaint, Mr. Gunder's complaint
 20 on behalf of Mr. Skelly, alleges that State Farm should
 21 pay \$68 or reimburse \$68 on behalf of it's insured, Mr.
 22 Skelly, for feather, block and prime. Was that allowed
 23 for in your estimate?
 24 A Feather block and prime was included on my
 25 estimate.

1 Q Okay. And if we look at Supplement 5, where
 2 is that located?
 3 A We have repair to the grill on line 2 for 1
 4 hour.
 5 Q Grill assembly, is that what you're talking
 6 about where it says repair?
 7 A Yes, sir.
 8 Q And. Okay. So, from your standpoint, was
 9 feather, block and prime included in those repair
 10 hours?
 11 A Yes, it's included in that hour.
 12 Q Okay. Now if you will look at the Gunder
 13 supplement?
 14 A Okay. Supplement 2?
 15 Q Yes, sir. Yes, that's -- did we mark that
 16 as?
 17 A Exhibit 4.
 18 Q Exhibit #4, and do you see where that repair
 19 of the grill is also itemized?
 20 A Repair for one hour, correct.
 21 MS. CLARK: What line is that, please?
 22 BY MR. GEOHAGAN:
 23 Q What line are you on, Mr. Robinson?
 24 A 6.
 25 Q Repair grill from 1-4-97, right?

1 A Correct.
 2 Q And then you see there labor, 1.0, correct?
 3 A Correct.
 4 Q And then, if you will look at the last page,
 5 page 4, of Exhibit 4, Gunder Auto Center, do you see an
 6 area there for feather, block and prime?
 7 A Yes, he has it on line 90.
 8 Q That's right. And why did you, at least on
 9 your estimate, not allow for feather, block and prime?
 10 MS. CLARK: Object to form.
 11 A Well I did allow for it in the repair of the
 12 grill on line 2 in that one hour.
 13 BY MR. GEOHAGAN:
 14 Q So, is it -- was it your position and is it
 15 your position with regard to your estimate that the one
 16 hour that is included for the repair of the grill is,
 17 in fact, the same thing as the feather, block and prime
 18 time that was included in the repair?
 19 A One hour that I wrote to repair that grill
 20 includes the feather, block and prime and the repair.
 21 Q Okay. Well let me ask it this way, do you
 22 have any reason to believe that the one hour of time
 23 written in Gunder's Auto Center's supplemented is not,
 24 in fact, accurate?
 25 MS. CLARK: Object to form.

1 THE WITNESS: Say it again.
 2 BY MR. GEOHAGAN:
 3 Q Do you have any reason to believe that
 4 feather, block and prime that is included in Gunder's
 5 Auto Center Supplement, Exhibit 4, is not accurate?
 6 MS. CLARK: Object to form.
 7 THE WITNESS: I don't understand what you're
 8 saying.
 9 BY MR. GEOHAGAN:
 10 Q Do you have any reason to believe that the
 11 one hour of time that -- you see that one hour?
 12 A Correct, on line 90.
 13 Q Do you have any reason to believe that is
 14 something, a misrepresentation of what Gunder's Auto
 15 Center actually did?
 16 MS. CLARK: Object to the form.
 17 A I don't know. I didn't write this estimate
 18 for Gunder's Auto Center.
 19 BY MR. GEOHAGAN:
 20 Q I didn't say you did. I'm asking you whether
 21 or not you're aware of anything -- do you know of
 22 anything that would indicate to you when you're out
 23 there, anything you observed, heard or saw, whatever,
 24 that would indicate that they did not, in fact, have an
 25 additional 1.0 hours of feather, block and prime in

1 addition to the one hour associated with the repair of
 2 the grill?
 3 MS. CLARK: Object to the form.
 4 A I wasn't out there when they repaired the
 5 grill so I don't know.
 6 BY MR. GEOHAGAN:
 7 Q You weren't out there when they did any of
 8 this, were you?
 9 A I don't know. I might have been.
 10 Q Well I mean you prepared an estimate,
 11 correct?
 12 A Yes.
 13 Q Fair to say that you weren't out there
 14 watching the entire process for purposes of the Skelly
 15 claim?
 16 A I could have seen some processes, but I don't
 17 remember. I don't know.
 18 Q Any chance you were out there during the
 19 entire process?
 20 A No. I wasn't out there during the entire
 21 process.
 22 MS. CLARK: Object to form.
 23 BY MR. GEOHAGAN:
 24 Q So is it fair to say, then, there is some of
 25 this stuff that is included in your estimate that you

1 weren't there to see, correct?
 2 A Say that again.
 3 Q Isn't it fair to say that with regard to the
 4 estimate you prepared there, that you weren't out there
 5 to see everything that is included in that estimate as
 6 it relates to the actual repair of the Skelly vehicle.
 7 A Correct. I didn't see them repair this whole
 8 entire vehicle.
 9 Q Right. And nonetheless, though, it's
 10 included in your estimate still, correct?
 11 A What?
 12 Q All the stuff that's in there.
 13 A Yes. I have an estimate that is complete.
 14 Q Okay. Why wasn't the feather, block and
 15 prime also included in your estimate.
 16 MS. CLARK: Object to form.
 17 A I told you it was included on line 2 in my
 18 grill repair for one hour.
 19 Q Well but what I'm asking you, though, are you
 20 actually saying that that one hour for the grill is the
 21 same hour that is associated with the feather, block
 22 and prime?
 23 MS. CLARK: Object to the form.
 24 A What I'm saying is that that one hour repair
 25 includes the feather, block and prime.

1 BY MR. GEOHAGAN:
 2 Q Well but, what -- let me put it this way, Mr.
 3 Robinson, if, in fact, the repair to the grill just
 4 straight up independent of feather, block and prime was
 5 one hour and the feather, block and prime was one hour,
 6 then is it fair to say it's not included in what you
 7 have in your estimate?
 8 MS. CLARK: Object to be form.
 9 A At the time that I saw the vehicle, to me,
 10 the whole process was going to take an hour. That was
 11 my judgment call at that time.
 12 BY MR. GEOHAGAN:
 13 Q And what did you base that judgment call on?
 14 A I based it on reviewing the damages on the
 15 vehicle; this being the grill.
 16 Q What else?
 17 A Based it on my past experience.
 18 Q Anything else?
 19 A Training that I have received from State
 20 Farm.
 21 Q Anything else?
 22 A That's all I can really recall right here
 23 right now.
 24 Q So, based on your review of the damage and
 25 your past experiences and your training from State

1 Farm, you came to the conclusion, the judgment call, as
 2 you put it, that, in fact, as it relates to the repair
 3 of that grill and the feather, block and prime
 4 associated with it, that all of that took just one
 5 hour, correct?
 6 A When I reviewed the damages on that grill,
 7 the whole process to me appeared to be one hour.
 8 Q Would it have changed your estimate if you
 9 had been out there or videotaping, for that matter, the
 10 repair processes and, in fact, you saw that it took one
 11 hour to repair the grill and one hour for the feather,
 12 block and prime, would that change your estimate as far
 13 as what you would allow for?
 14 MS. CLARK: Object to the form.
 15 THE WITNESS: Can you repeat that again?
 16 BY MR. GEOHAGAN:
 17 Q Yes, sir. If there was a videotape of the
 18 repair in Skelly and you, in fact, were to see that
 19 there was one hour of repair, body repair, as it
 20 relates to the grill and one hour of feather, block and
 21 prime as it relates to the repair, would that change
 22 your estimate and what you would have allowed for?
 23 MS. CLARK: Form.
 24 A It's hard to say. I would have to see the
 25 video. I don't --

1 BY MR. GEOHAGAN:
 2 Q I mean, that's what I'm telling you. I'm
 3 saying, if, in fact, you saw it -- if you saw that, in
 4 fact, that occurred, would that change your estimate?
 5 MS. CLARK: Form.
 6 A I don't know.
 7 BY MR. GEOHAGAN:
 8 Q You don't know if it would change your
 9 estimate if you saw that?
 10 A I don't know. I can't tell.
 11 MS. CLARK: Wait. Wait. Object to the form.
 12 Now you may answer.
 13 A I don't know. I would have to see the video,
 14 then give you that answer.
 15 BY MR. GEOHAGAN:
 16 Q What else could I tell that you would be
 17 something that you would have to see to come to that
 18 conclusion?
 19 MS. CLARK: Object to the form.
 20 A Because I'm not going to make a conclusion or
 21 an answer until I see what you're talking about.
 22 BY MR. GEOHAGAN:
 23 Q Your position is that it only takes one hour
 24 to do the repair to the grill and the feather, block
 25 and prime, correct?

1 A Yes. My position is that I wrote for that
 2 hour and that includes all of that in that hour.
 3 Q Given, Mr. Robinson, what you're telling me
 4 as far as what you're relying on for these judgment
 5 calls and that's what you said it was, you have been
 6 doing this now for, what, two and a half years?
 7 A Approximately.
 8 Q You have testified you never repaired a
 9 vehicle, correct?
 10 MS. CLARK: Object to the form.
 11 A I have repaired a vehicle.
 12 BY MR. GEOHAGAN:
 13 Q Okay. What vehicle did you repair?
 14 A I repaired some of my own vehicles.
 15 Q Okay. Tell me about that.
 16 A I changed the oil.
 17 Q What else?
 18 A Air filters. Filter, I'm sorry.
 19 Q What else?
 20 A Other various fluids on the truck. I
 21 remember doing rear end fluid, differential fluid.
 22 Q Okay. What else?
 23 A I changed the spark plugs on it.
 24 Q What else? Anything else?
 25 A Yes, I also changed the tail lamps.

1 A Weld the panels.
 2 Q Anything else?
 3 A Not that I can recall right now.
 4 Q Do you know what the purpose of feather,
 5 block and prime is?
 6 A To get the surface basically back smooth and
 7 ready for paint, the surface of the panel.
 8 Q Any other purpose you're aware of?
 9 A Not that I can recall right now.
 10 Q Do you know what 150 grit is as it relates to
 11 finish on a car?
 12 A Are you taking about sandpaper?
 13 Q I'm just asking if you know what I mean when
 14 I say 150 grit?
 15 A To me 150 grit, when I hear that, I think
 16 about sandpaper.
 17 Q Anything else you think of, as it relates to
 18 auto body repair, is what I'm specifically talking
 19 about?
 20 A No, I can't recall anything right at this
 21 time.
 22 Q Do you know whether or not that has
 23 anything -- what the relationship, if any, there is
 24 between 150 grit and the smoothness of the finish?
 25 A Can you repeat that?

1 Q Anything else?
 2 A That's all I can really recall right now.
 3 Q Have you ever done any body repair work, Mr.
 4 Robinson?
 5 A Not on vehicles.
 6 Q What kind of body repair work have you done
 7 other than vehicles?
 8 A I have repaired fiberglass before on a boat.
 9 Q Anything else?
 10 A Not that I can recall right now.
 11 Q Have you ever been involved in repairing a
 12 grill on a vehicle?
 13 A No, not that I can recall.
 14 Q And ever been involved in the feather, block
 15 and prime processes as it relates to repairing
 16 vehicles?
 17 A I've never actually done repairs, no.
 18 Q What is involved in feather, block and prime,
 19 can you tell me?
 20 A It's the operation after the panel has been
 21 repaired. It's primed and blocked out so that the
 22 panel can be refinished or painted. Basically, getting
 23 it to a state where it can be painted.
 24 Q Anything else that you're aware of that is
 25 involved in feather, black and prime?

1 Q Yes. Do you know if there is any
 2 relationship between 150 grit and the ultimate refinish
 3 for purposes of the repair job that is being done?
 4 MS. CLARK: Form.
 5 A Like I said before, when I think about
 6 150 grit, I think about sandpaper so you're pretty much
 7 smoothing that panel out getting it prepared for the
 8 feather, prime and block to prep it for paint.
 9 BY MR. GEOHAGAN:
 10 Q Okay. Now, again, going back. You talked
 11 about how you base that 1.0 that included the repair
 12 and, as part of that, the feather, block and prime,
 13 that you base that on reviewing the damage to the
 14 grill, your past experience and your training from
 15 State Farm, correct?
 16 A Correct.
 17 Q Okay. And, again, just so we are clear on
 18 the record, as an auto Estimations inspector you've been
 19 doing it for about two and a half year, correct?
 20 A I been writing estimates for approximately
 21 around two and a half years.
 22 Q And if I were to tell you that Ray Gunder,
 23 who works at Gunder's Auto Center, has been doing auto
 24 body, actual auto body repair work in addition to
 25 changing oil, the air filter, the other various fluids,

1 changing spark plugs, changing tail lamps, if I were to
 2 tell you that he has been doing everything as it
 3 relates auto body repair work on a consistent basis
 4 over the course of 40 years, would you take that
 5 experience into consideration for purposes of whether
 6 or not feather, block and prime took one hour and the
 7 labor associated with repairing the grill took one hour
 8 so that, therefore, you had an hour for the repair
 9 labor as well as the feather, block and prime repair?
 10 MS. CLARK: Object to the form of the
 11 question.
 12 A I would not base my decision on his years of
 13 experience. I would base it on my own judgment call
 14 because I'm writing the estimate, not anybody else, and
 15 I would base it on, like I said, you know, my past
 16 experience what I have, you know, if I have seen damage
 17 like that before, what did I write and I try to be
 18 consistent on what I write.
 19 BY MR. GEOHAGAN:
 20 Q Why wouldn't you take his experience into
 21 consideration as part of your decision to allow it or
 22 not allow it, feather, block and prime, that is, and
 23 the additional time?
 24 MS. CLARK: Object to the form.
 25 A Because I don't work for Mr. Gunder. I work

1 for State Farm and State Farm taught me the way, the
 2 repair time -- they want me to write my repair time.
 3 BY MR. GEOHAGAN:
 4 Q But you're basing that estimate, I'm
 5 assuming, what you feel like is the appropriate time
 6 associated with any aspect of the repair, correct?
 7 A I base that one hour on that grill repair on
 8 what I thought the grill took to properly repair that
 9 grill at that time when I viewed it.
 10 BY MS. CLARK:
 11 Q And given you said you worked for State Farm,
 12 State Farm is not in the business of repairing
 13 vehicles, correct?
 14 A No. They don't repair vehicles.
 15 Q You're aware Gunder's Auto Center is in the
 16 business of repairing vehicles, correct?
 17 A I don't know. I think so, yes.
 18 Q You think so, really?
 19 A I mean, I don't know. As of today, I
 20 don't -- I haven't been over there.
 21 Q Well let's just then -- up until today,
 22 you've been out to Gunder's Auto Center numerous times,
 23 correct?
 24 A Yes.
 25 Q And did you observe them doing auto body

1 repair work when you were out there?
 2 A Yes. I have seen them doing repair work as I
 3 have been out there.
 4 Q And if, in fact, they've been doing auto body
 5 repair work for all these years and State Farm is not
 6 even in the business of doing auto body repair work,
 7 why wouldn't you take into consideration what they
 8 represent or what Mr. Gunder represents is the time,
 9 the actual time associated with doing the procedures to
 10 repair the vehicle?
 11 MS. CLARK: Object to form.
 12 A Like I said before, I don't work for Mr.
 13 Gunder. I work for State Farm. I feel confident when
 14 I see a panel and the repair times that I write and I
 15 feel confident that, you know, that is the correct
 16 repair time.
 17 BY MR. GEOHAGAN:
 18 Q So even now, after what I have just told you,
 19 and given the allegations in the complaint, it's still
 20 your position today that it only took one hour for
 21 repair of that grill and feather, block and prime
 22 together?
 23 MS. CLARK: Object to the form.
 24 A The way that I saw that grill that day, it
 25 appeared to me that was going to take an hour to repair

1 that grill.
 2 BY MR. GEOHAGAN:
 3 Q Is it your position today, no matter the
 4 allegations contained in the complaint, no matter that
 5 the supplement from Gunder's Auto Center says an
 6 additional one hour for feather, block and prime that,
 7 in fact, it only took one hour to do both of those?
 8 MS. CLARK: Object to form.
 9 A I don't exactly know how long it took the
 10 shop to do the repair. I know that when I saw the
 11 grill, at that time, I viewed it at one hour to repair
 12 that grill.
 13 BY MR. GEOHAGAN:
 14 Q Are you aware of any other reason why
 15 feather, block and prime is not allowed for in addition
 16 to the one hour you have for repair of the grill, other
 17 than what you have stated?
 18 A Can you repeat that, please?
 19 Q Yes. Are you aware of any other reason,
 20 other than what you have already told us today, as to
 21 why you didn't allow for an additional hour for
 22 feather, block and prime for purposes of the repair of
 23 Mr. Skelly's vehicle?
 24 MS. CLARK: Object to the form.
 25 A I mean, it's my understanding that it was

1 allowed for.
 2 BY MR. GEOHAGAN:
 3 Q That wasn't my question. If you listen to my
 4 question, I said, is there any other reason why it's
 5 not allowed for, other than the reasons you have
 6 already given me, why it's not allowed for, an
 7 additional hour in addition to the hour that you have
 8 on there for feather, block and prime?
 9 A Not that -- I'm not aware of any other reason
 10 that the feather, block and prime is not on this
 11 estimate other than it's in the repair of that one
 12 hour.
 13 Q With regard to these items that are in
 14 dispute in this particular lawsuit, car cover interior,
 15 seat belt check, test drive and feather, block and
 16 prime, are there any of these that, from your
 17 perspective, are not otherwise reasonable and necessary
 18 for purposes of properly repairing the vehicle?
 19 MS. CLARK: Object to form.
 20 THE WITNESS: Can you repeat that again?
 21 BY MR. GEOHAGAN:
 22 Q Right. With regard to the items we have just
 23 been looking at with regard to the Skelly matter, car
 24 cover interior, seat belt check, test drive and
 25 feather, block and prime, are there any of those items

1 that, from your perspective, are not reasonable and/or
 2 necessary for purposes of repairing the vehicle
 3 properly, as you put it earlier?
 4 MS. CLARK: Object to the form.
 5 A Some of those items are needed to repair the
 6 vehicle.
 7 BY MR. GEOHAGAN:
 8 Q That wasn't my question. My question, are
 9 there any of those items that, from your perspective,
 10 are not reasonable or necessary for purposes of, as you
 11 put it, properly repairing the vehicle?
 12 MS. CLARK: Object to the form of the
 13 question.
 14 A I think that seat belt check and test drive
 15 are not repairs; that they are inspections.
 16 BY MR. GEOHAGAN:
 17 Q Okay. So for purposes of what would
 18 otherwise be something that is reasonable and necessary
 19 in the gambit and process of repairing a vehicle prior
 20 to returning it to its owner, you don't feel like the
 21 test drive and test seat check are reasonable or
 22 necessary; is that correct?
 23 MS. CLARK: Object to the form.
 24 A I don't believe that they are repairs.
 25 That's where I was going with it.

1 BY MR. GEOHAGAN:
 2 Q Okay. That's not my question, though. My
 3 question is, from your perspective and, you know, if
 4 you're an insured with State Farm and your vehicle has
 5 been in a collision, here, the Skelly action and you're
 6 the owner of the vehicle and your expectations of what
 7 should be done from the standpoint of reasonable and
 8 necessary, do you believe that any of those items are
 9 not reasonable and necessary for purposes of repairing
 10 the vehicle prior to providing it or returning it to
 11 the owner of the vehicle?
 12 MS. CLARK: Object to the form of the
 13 question.
 14 A I believe that if the shop feels that it's a
 15 damaged item and they feel they need to inspect it
 16 then, you know, it's their duty to inspect it and if
 17 they find damaged parts, they need to send in a
 18 supplement.
 19 BY MR. GEOHAGAN:
 20 Q All right. I'll go one by one, then. For
 21 purposes of repairing the Skelly vehicle, and prior to
 22 returning it to Mr. Skelly, as part of the entire
 23 repair process, is the car cover interior item
 24 necessary and reasonable for purposes of doing all of
 25 that prior to returning it to Mr. Skelly?

1 MS. CLARK: Object to the form.
 2 A The car cover interior is needed to repair
 3 the vehicle.
 4 BY MR. GEOHAGAN:
 5 Q With regards to the seat belt check as it
 6 relates to the repair process and doing whatever is
 7 involved in that repair process to a damaged vehicle
 8 and prior to returning it to Mr. Skelly, is a seat belt
 9 check something that, from your perspective, is
 10 reasonable and necessary?
 11 MS. CLARK: Object to form.
 12 A I think a shop should check it if they feel
 13 there is a problem with it.
 14 BY MR. GEOHAGAN:
 15 Q What if the only way you can find the
 16 problem, Mr. Robinson, is to do the seat belt check?
 17 A I think that's the only way we could find the
 18 problem. And, at that time, you know, you need to send
 19 in a supplement if you find a problem.
 20 Q So if that's the only way you could find a
 21 problem, then isn't that reasonable and necessary for
 22 purposes of repairing a vehicle, at least prior to
 23 returning it to the owner?
 24 MS. CLARK: Object to the form.
 25 A Yes. If they feel there is a problem, they

1 should.

2 BY MR. GEOHAGAN:

3 Q But you just said that's the only way you

4 could find the problem so, you can't -- if that's the

5 only way you can find the problem, you can't know about

6 the problem and then do it. You got to do it, then

7 find the problem, right?

8 A Correct.

9 Q Okay. So doesn't that mean that a seat belt

10 check is reasonable and necessary for purposes of the

11 repair of the vehicle prior to returning it to Mr.

12 Skelly?

13 MS. CLARK: Object to form.

14 A Like I said, if the shop feels there is

15 damage to the seat belt, they should check it.

16 BY MR. GEOHAGAN:

17 Q Do you understand how that is not logical?

18 MS. CLARK: Object to form.

19 A No.

20 BY MR. GEOHAGAN:

21 Q You don't? Okay. You just told me a few

22 seconds ago that in order to find the problem, you have

23 to do a seat belt check, right?

24 A Right.

25 Q And then you turn around and say, if they

1 feel like there is a problem, then they should do a

2 seat belt check?

3 MS. CLARK: Object to the form.

4 BY MR. GEOHAGAN:

5 Q So which one is it?

6 MS. CLARK: Now I should say object to the

7 form. Sorry. I was premature.

8 A I guess I see it as, you know, if the shop

9 feels there is a problem with a seat belt, then they

10 should check it as with anything.

11 BY MR. GEOHAGAN:

12 Q Okay. Let me try to -- you just said,

13 though, to find the problem you have to do a seat belt

14 check, right?

15 A Uh-huh. Yes.

16 Q Okay. So how can you not do it until you

17 find the problem?

18 MS. CLARK: Object to the form of the

19 question.

20 THE WITNESS: Can you repeat that one more

21 time?

22 BY MR. GEOHAGAN:

23 Q If you have to do a seat belt check to find

24 out if there is a problem, how can you wait to identify

25 a problem before you do the seat belt check? That

1 doesn't make any sense, does it?

2 MS. CLARK: Object to the form of the

3 question.

4 A No. You have to check items to see if they

5 are damaged.

6 BY MR. GEOHAGAN:

7 Q Right. So, therefore, in order to figure out

8 if there is a problems with a seat belt, you got to do

9 the seat belt check, right?

10 A Correct.

11 Q So therefore, it's reasonable and necessary

12 for purposes of repairing the vehicle prior it to being

13 returned to Mr. Skelly, correct?

14 MS. CLARK: Object to form.

15 A Correct.

16 BY MR. GEOHAGAN:

17 Q All right. Now test drive, with regard to

18 the repairs to Mr. Skelly's vehicle and all the things

19 that are necessary and reasonable for purposes of

20 repairing that vehicle prior to returning it to Mr.

21 Skelly, is it reasonable and necessary to conduct a

22 test drive prior to returning it to him?

23 MS. CLARK: Object to the form.

24 BY MR. GEOHAGAN:

25 Q As part of the repair process?

1 MS. CLARK: Form.

2 A I'm kind of going back on the same thing. If

3 a shop feels there is a problem where they didn't

4 install the part right, they should test drive.

5 BY MR. GEOHAGAN:

6 Q So you're saying a test drive shouldn't be

7 done if everybody that was involved in the repair job

8 up until that point looks around, talks to one another

9 and says, you know what, I think we did a good job; is

10 that right?

11 MS. CLARK: Object to form of the question.

12 A I don't know. I don't work there. I don't

13 know what is said at that job.

14 BY MR. GEOHAGAN:

15 Q That's not the point. You just said before

16 that you think that they should do a test drive if they

17 feel like the work they did was somehow or other

18 defective, correct?

19 A If they did.

20 Q If they did what?

21 A If the shop doesn't feel like they did good

22 work, maybe they should do a test drive.

23 Q My question is this. Let's say the shop

24 thinks they did a great job, like, the best job ever in

25 the history of the world, should they not do a test

1 drive.
 2 A I don't know. That's up to them.
 3 Q Are you aware enough about auto body repair
 4 work to know that that are sometimes things that are
 5 either latent or are hidden that you can't discover
 6 unless you do a test drive?
 7 MS. CLARK: Object to the form of the
 8 question.
 9 A Yes. That's why we have supplements.
 10 BY MR. GEOHAGAN:
 11 Q Okay. But either way are you aware of that?
 12 MS. CLARK: Object to the form of the
 13 question.
 14 A Ye, that's why we have supplements.
 15 BY MR. GEOHAGAN:
 16 Q So you agree that there are things that can
 17 either be latent in nature or you can't find unless you
 18 do a test drive?
 19 MS. CLARK: That's the third time you have
 20 asked that. I object to the form of the question.
 21 Asked and answered three times. You're on the
 22 verge of harassing.
 23 MR. GEOHAGAN: No, I'm not. You're getting
 24 cranky. It's the end of the day. Come on. All
 25 I'm doing is trying to make the record clear.

1 That's all I'm doing.
 2 All right. I just want to be clear, that's
 3 all, okay, because we got a record here and I don't
 4 want it to be murky because every time I ask the
 5 question he is saying, that's why we do
 6 supplements. That wasn't my question.
 7 MS. CLARK: He said, yes.
 8 MR. GEOHAGAN: Then he adds on supplements.
 9 MS. CLARK: He is allowed to do that. He
 10 answered your question.
 11 MR. GEOHAGAN: Fine, but I'm trying to ask him
 12 without him tagging on what --
 13 MS. CLARK: He can tag on anything he wants.
 14 MR. GEOHAGAN: No, he can't. No, he can't.
 15 MS. CLARK: Whose deposition is this?
 16 MR. GEOHAGAN: It's my deposition is whose it
 17 is. Mine, not yours. You will have your shot, but
 18 this is my shot and I want the record clear for my
 19 transcript.
 20 BY MR. GEOHAGAN:
 21 Q Mr. Robinson, for purposes of a test drive --
 22 I don't even know where I'm at. Hold on a second.
 23 Don't you have to do a test drive, no matter
 24 what, to determine whether or not there is something,
 25 even after you have done the initial repairs and body

1 work, to determine and identify whether or not there is
 2 some additional problem that was either hidden or was
 3 latent in nature?
 4 MS. CLARK: Object to the form.
 5 A I don't know. There is instances where shops
 6 probably don't do test drives.
 7 Q Do you think that is wise, given your --
 8 A I don't know.
 9 Q You don't know?
 10 A I don't know.
 11 MS. CLARK: Object to the form.
 12 THE WITNESS: I don't know if a shop is going
 13 to do test drives or not.
 14 MS. CLARK: Allow him to ask a question,
 15 please.
 16 BY MR. GEOHAGAN:
 17 Q Aside from whether other shops do or don't do
 18 a test drive, if, in fact, there can be things that are
 19 hidden or latent in nature that you can't identify
 20 other than doing a test drive, doesn't that make a test
 21 drive reasonable and necessary for purposes of
 22 repairing a vehicle prior to returning it to, in this
 23 instance, Mr. Skelly?
 24 MS. CLARK: Object to the form of the
 25 question.

1 THE WITNESS: Can you repeat that again?
 2 BY MR. GEOHAGAN:
 3 Q Yes, sir. Isn't a test drive, given
 4 everything we have just established, reasonable and
 5 necessary for purposes of repairing a vehicle prior to
 6 returning it to the owner of that vehicle, in this
 7 instance, Mr. Skelly?
 8 MS. CLARK: Form.
 9 A Well a test drive isn't a repair. It's an
 10 inspection.
 11 BY MR. GEOHAGAN:
 12 Q Okay. Is it reasonable and necessary,
 13 though, before you return it to the vehicle owner?
 14 MS. CLARK: Object to form.
 15 A If the shop feels like it is.
 16 BY MR. GEOHAGAN:
 17 Q I'm asking you, Mr. Robinson. You're the one
 18 writing this estimate and I want to know, given that
 19 you write estimates, do you consider a test drive,
 20 given everything we've just talked about, reasonable
 21 and necessary from your perspective before that car is
 22 returned back to the owner of that vehicle, in this
 23 instance, Mr. Skelly?
 24 MS. CLARK: Object to the form.
 25 A I'm not sure. If a shop feels like they, do

1 they need to. I don't know how to answer that. It
2 could go a lot of different ways, you know, on what
3 repairs, I mean, in this case of Skelly.

4 Q What if I told you in this particular
5 instance that, in fact, there was a hidden, otherwise
6 not identified defect --

7 MS. CLARK: Object to the form.

8 BY MR. GEOHAGAN:

9 Q -- that would not have been identified but
10 for the test drive, would that allow you to otherwise
11 tell me whether or not it's reasonable and necessary in
12 this particular instance for purposes of repairing the
13 vehicle prior to returning it to Mr. Skelly?

14 MS. CLARK: Object to the form of the
15 question.

16 THE WITNESS: Can you repeat that one more
17 time?

18 BY MR. GEOHAGAN:

19 Q Yes. If, in fact, there was a hidden defect
20 that was not identified prior to the test drive but,
21 because of the test drive, was able to be identified,
22 then later repaired, would that change your position
23 with whether or not the test drive is reasonable and
24 necessary for purposes of Mr. Skelly and prior to
25 returning it to him, the vehicle, that is?

1 MS. CLARK: Object to the form of the
2 question.

3 A I think it is necessary and that's why we
4 have a supplement.

5 BY MR. GEOHAGAN:

6 Q Okay. Feather, block and prime, is feather,
7 block and prime as it relates to the Skelly matter, is
8 that a procedure that is reasonable and necessary as it
9 relates to the repair of Mr. Skelly's vehicle prior to
10 returning it to Mr. Skelly?

11 MS. CLARK: Form.

12 A Yes, the feather, block and prime needs to be
13 done to repair the vehicle.

14 BY MR. GEOHAGAN:

15 Q Mr. Skelly, do you know if feather, block and
16 prime is a body procedure or a paint procedure?

17 MS. CLARK: Object to the form.

18 THE WITNESS: You called me Mr. Skelly.

19 MR. GEOHAGAN: Sorry, Mr. Robinson.

20 BY MR. GEOHAGAN:

21 Q Do you know whether or not feather, block and
22 prime is a body procedure or paint procedure?

23 A The way I have been trained, it's a body
24 procedure.

25 Q And may not have any, like, a lot -- let me

1 kind of as a premise just to help you here, there is
2 sometimes legal type of defenses and arguments in what
3 we do and I always like to make sure I, at least, ask
4 the witness what they may or may not know about it, but
5 to the degree it's legal in nature, I'm not expecting
6 you to know that stuff so what I'm really getting at is
7 any facts that you're aware of, okay? So that's kind
8 of what I'm getting into here. I just want to be fair
9 to you. I'm not trying to press you.

10 With regards to this matter -- well let me
11 back up.

12 You're aware of the concept of prevailing
13 competitive prices, right?

14 A Yes, I'm aware of that concept.

15 Q And are you aware that it is included in the
16 policy contract for purposes of -- I mean, as a
17 criteria for what should or should not be paid, at
18 least as part of the criteria as it relates to the
19 policy contract in the Skelly matter?

20 MS. CLARK: Object to the form of the
21 question.

22 A I don't know.

23 BY MR. GEOHAGAN:

24 Q Are you aware whether or not prevailing
25 competitive price is a criteria in policy contracts in

1 Florida for purposes of whether, and to what degree,
2 certain procedures or charges should be paid for or
3 reimbursed on behalf of an insured as it relates to
4 State Farm?

5 MS. CLARK: Object to the form of the
6 question.

7 A I don't understand what you're asking right
8 there.

9 BY MR. GEOHAGAN:

10 Q Do you know the criteria set forth in the
11 policy contract as to what State Farm should or should
12 not pay for or reimburse for on behalf of their
13 insureds as it relates to auto insurance?

14 MS. CLARK: Object to form.

15 A I don't know.

16 MS. CLARK: Can we go off the record for one
17 second?

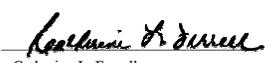
18 (Discussion off the record.)

19 MR. GEOHAGAN: Why don't we end this. I know
20 we are at 5.

21 MS. CLARK: Are you done with Skelly?

22 MR. GEOHAGAN: Probably have just a little bit
23 more but, you know, what I didn't want to do, we
24 are right at 5, number one. And number two, segue
25 into a clump of questions that would bring Skelly

1 to a halt and, frankly speaking, the way you
 2 answered that, it may be, you know, nada almost.
 3 So whatever Skelly we got left is minimal, then we
 4 jump right into Pierce.
 5 MS. CLARK: Okay. So we are just continuing
 6 it, then? We are not concluding so we will
 7 continue.
 8 Subject to the confidentiality order, I'm
 9 going to say this is subject to our confidentiality
 10 order, but I'm going to have to analyze what he
 11 said because I don't want to say it, then go to
 12 Court and not have a --
 13 MR. GEOHAGAN: Right.
 14 MS. CLARK: For this purpose we'll keep it as
 15 confidential --subject to the confidentiality
 16 order.
 17 MR. GEOHAGAN: Okay.
 18 MS. CLARK: But I need to review it in
 19 writing, the transcript, and before get a ruling on
 20 that.
 21 MR. GEOHAGAN: Sure. I got you.
 22 MS. CLARK: Okay, Madam Court Reporter, thank
 23 you.
 24 (Deposition adjourned at 5:04 p.m.)
 25

1 REPORTER'S CERTIFICATE
 2
 3 STATE OF FLORIDA
 4 COUNTY OF VOLUSIA
 5
 6 I, Catherine L. Ferrell, Court Reporter,
 7 certify that I was authorized to and did
 8 stenographically report the deposition of CHRISTOPHER
 9 ROBINSON; that a review of the transcript was requested,
 10 and that the transcript is a true and complete record of
 11 my stenographic notes.
 12
 13 I further certify that I am not a relative,
 14 employee, attorney, or counsel of any of the parties,
 15 nor am I a relative or employee of any of the parties'
 16 attorney or counsel connected with this action, nor am I
 17 financially interested in the action.
 18
 19 DATED this 15th day of July, 2013, IN THE CITY
 20 OF DELEON SPRINGS, COUNTY OF VOLUSIA, STATE OF FLORIDA.
 21
 22 
 23 Catherine L. Ferrell
 24
 25

1 CERTIFICATE OF OATH
 2
 3 STATE OF FLORIDA
 4 COUNTY OF VOLUSIA
 5
 6
 7 I, the undersigned authority, certify that
 8 CHRISTOPHER ROBINSON personally appeared before me and
 9 was duly sworn.
 10 WITNESS my hand and official seal this 15th
 11 day of July, 2013.
 12
 13  
 14 Catherine L. Ferrell
 15 Notary Public-State of Florida
 16 My Commission Expires: July 10, 2017
 17 Commission No.: FF 029366
 18
 19
 20
 21
 22
 23
 24
 25

1 PLEASE ATTACH TO THE DEPOSITION OF CHRISTOPHER ROBINSON
 2 TAKEN ON JUNE 26, 2013 IN THE CASE OF GUNDER AND SKELLY
 3 VS. STATE FARM.
 4 PAGE/LINE CORRECTION AND REASON THEREFOR
 5 _____
 6 _____
 7 _____
 8 _____
 9 _____
 10 _____
 11 _____
 12 _____
 13 _____
 14 _____
 15 _____
 16 _____
 17 _____
 18 _____
 19 _____
 20 _____
 21 I HAVE READ THE FOREGOING PAGES AND, EXCEPT FOR ANY
 22 CORRECTIONS OR AMENDMENTS INDICATED ABOVE, I HEREBY
 23 SUBSCRIBE TO THE ACCURACY OF THE TRANSCRIPT.
 24
 25 WITNESS DATE

 WITNESS TO SIGNATURE DATE