

## Three-C Body Shop in OH Wins Lawsuit Against American Family Insurance

*Three-C Body Shop* in Ohio recently won a lawsuit against *American Family Insurance*. On September 29th, 2014, during a bench trial in the Court of Common Pleas of Franklin County, Ohio, Civil Division, American Family, the Plaintiff, levied a complaint against Three-C Body Shop.

On April 10, 2013, American Family Insurance filed a lawsuit for replevin against the shop due to a dispute arising from Three-C Body Shop's billing. On January 21st, 2015, the Magistrate ruled in favor of the insurer.

Three-C's legal team filed a Motion for Reconsideration, which was granted, and on April 29, the Magistrate reversed his earlier judgment and ruled in favor of Three-C Body Shop.

The facts surrounding this matter stem from when the vehicle owner had a vehicle towed to Three-C Body Shop for repair. During the repair process, American Family Insurance, recognizing they had not properly evaluated the cost to repair, and after reviewing Three-C's blueprint deemed the vehicle a total loss. On September 19, 2011 the insurer made a settlement with the vehicle owner (their policy holder), took title/ownership of the vehicle and on October 5 took possession of the vehicle. Prior to this, Three-C Body Shop deducted its billing for services rendered from the amount

received for the repair. Because the final billing was the same as the initial payment for repair, no monies were left for reimbursement to the insurer. The insurer contested Three-C Body Shop's billing, which prompted the legal proceedings.

American Family filed a motion for replevin against Three-C Body Shop to argue the charges and to take possession of the vehicle, of which they already obtained from the shop one year, six months and 24 days earlier.

***"We are happy that our customer [the vehicle owner] did not need to come out of pocket for work that was clearly owed by American Family,"***

***—Bob Juniper, Owner and President of Three-C Body Shop***

When asked why the insurer would attempt litigation to seize a vehicle they already possessed, **Bob Juniper**, Owner and President of Three-C Body Shop, stated, "It's either one-hand didn't know what the other-hand was doing and it was a false action, which is unlikely; We have been to court a number of times with American Family and find them to be quite inept in that venue. It's more probable that the insurer used the action as a predatory practice to use the legal system as a means to fight us on our charges and it was with intent that the insurer filed a motion with the court for a

writ of replevin."

A writ of replevin is a prejudgment process ordering the seizure or attachment of alleged illegally taken or wrongfully withheld property. Where a dispute in billing is at question, the disputed amount is paid to the courts and the court issues a bond that enables the consumer possession of his/her vehicle and holds the funds in escrow until either the time passes or the matter is heard by the courts and settled. The repairer has a pre-

determined time (i.e. 60 days) of which to file a lawsuit against the customer to settle the dispute.

Juniper said, "Some insurers have used and abused the legal system and employed a replevin in an effort to dare the repairer into filing a lawsuit against their customer to recover their billing. This generally results in a lengthy legal battle (as was ours) which the insurer will make as costly as possible. The insurers know that most shop owners are ill prepared and don't want to file a lawsuit against their own customers and incur the legal costs, and as a result, the repairers often

cave to the insurer's pressures and reduce their billings. This often times results in the shop merely accepting what they can for their billing and foregoing or "eating" the rest to avoid a replevin. Thereafter, the repairers accept what they're given to avoid similar issues in the future. The insurer wins and the repairer loses. At Three-C we don't play that game; we charge what's competitive and reasonable and will do what is necessary to collect it and stop such behavior."

In this instance the court initially sided with the insurer and then reversed itself when the Magistrate learned that Three-C had relinquished the vehicle and American Family Insurance had taken possession of it well before the replevin was filed. The court found on behalf of Three-C Body Shop and that American Family was not entitled to any award. There was also a claim made by American Family against Three-C Body Shop for violation of the Consumer Sales Practices Act that the Court ruled in Three-C's favor and dismissed it.

American Family had 14 days to appeal the decision; they did not do so.

"It is rare for a court to grant a motion to reconsider so it was a good win. We are happy that our customer (the vehicle owner) did not need to come out of pocket for work that was clearly owed by American Family," said Juniper.

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