PUSHING CAPITAL

USAA Claim #017359955-819 & Colorado Statutory Bad-Faith Lawsuit Demand Authorization

Policy: 01735 99 55C 7101 6 | VEH 16: 2013 BMW X6 M (VIN 5YMGZ0C51DLL29927) | Loss Date: 07/18/2026 | Denial Date: 09/14/2026

Claimants & Authorized Parties (USAA Casualty Insurance Company · Claim #017359955-819 · SIU Team 22 / Daniel Lopez):
1. **Yaritza D. Diaz** — Named USAA Policyholder (Operator 01) & Co-Owner | 2. **Gary L. Bates II** (+1-719-440-7766) — Scheduled Operator 04 & Titled Owner
3. **John Adolfo Josetti IV** (+1-719-659-9742) — Subrogated Loss Payee ($13,315.00 SSFCU Loan #87021 Payoff) | 4. **Pushing Capital LLC** — Claim Coordinator

1. Colorado Statutory Bad-Faith Demand Calculation (C.R.S. §§ 10-3-1115 & 10-3-1116)

Classic Collision Estimate of Record (RO #204805178, 08/18/2026) — Front Bumper, Duct, Radiator & A/C Repairs	**$7,358.16**
Less Policy Deductible (Form 5100CO(03) Amended Declarations, VEH 16 — ACV Less $250 Deductible)	**($250.00)**
Net Covered Benefit Unreasonably Delayed / Denied	**$7,108.16**
Colorado Statutory Two-Times (2x) Bad-Faith Penalty (C.R.S. § 10-3-1116(1))	**$14,216.32**
Total Statutory Lawsuit Demand (Plus Mandatory Attorney Fees & Court Costs under C.R.S. § 10-3-1116(1))	**$21,324.48**

2. Five Evidentiary & Legal Grounds from USAA's Certified Policy (Form 5100CO(03) Rev. 7-12)

2.1 Policy Definition O.1 ("Your covered auto" = Any Vehicle Shown on the Declarations): During the 08/24/2026 SIU recorded statements (DOC 1 & DOC 2), USAA Investigator Benjamin Brigante asserted that Claimants lacked insurable interest because paper title had not yet transferred. That assertion contradicts **Form 5100CO(03) Rev. 7-12, Page 4 of 28 (PDF p. 11), Definition O**, which defines **"Your covered auto"** simply as: **"1. Any vehicle shown on the Declarations."** On **Page 3 of the Amended Declarations (PDF p. 4, eff. Jul 16, 2026 – Jan 16, 2027)**, USAA explicitly schedules **VEH 16: 13 BMW X6 M 4D (VIN 5YMGZ0C51DLL29927)**, lists Operators **01 YARITZA D DIAZ** and **04 GARY L BATES**, charges **$2,585.76 per 6-month term**, and names **LOSS PAYEE: VEH 16 SECURITY SERVICE FEDERAL CREDIT UNI, SAN ANTONIO TX**.

2.2 Loss Payable Clause Protection (Page 19 of 28 / PDF p. 26) & Subrogation: Under the policy's **Loss Payable Clause**, coverage for the Loss Payee (Security Service Federal Credit Union) **"will not become invalid because of your fraudulent acts or omissions"** absent conversion, secretion, or embezzlement. By paying off SSFCU Loan #87021 via a certified **$13,315.00** cashier's check on 08/24/2026 (Chase Acct #6717; Colorado Title #016487114 to #016500913), **John Adolfo Josetti IV** stands in SSFCU's protected Loss Payee position by equitable subrogation.

2.3 Colorado Insurable Interest (C.R.S. § 10-1-102(11)) & Morley v. USAA (2019 COA 169): The Colorado Title issued 09/14/2026 prints a purchase date of **October 3, 2025** (one day before the vehicle was added to the policy on **October 4, 2025**). Under **C.R.S. § 10-1-102(11)**, insurable interest is established by actual possession, payment obligation, and economic risk of loss—distinct from paper title issuance. Under **Morley v. USAA, 2019 COA 169, ¶¶ 38–41**, and **Hollinger v. Mutual Benefit Life, 560 P.2d 824 (Colo. 1977)**, USAA cannot forfeit coverage under Page 24 ("MISREPRESENTATION") without producing the historical 10/04/2025 enrollment audit trail and proving knowing falsity and materiality.

2.4 Causation Separation (RO #204805178), Animal Impact (Def. B.9) & State Farm v. Fisher (2018 CO 39): Gary Bates's 07/31/2026 recorded statement (DOC 3) establishes a 07/18/2026 nighttime animal strike (Part D, Definition B.9: "Contact with bird or animal"). Classic Collision Estimate RO #204805178 (08/18/2026) explicitly separates pre-existing minor items (rear spoiler dent and scratches) from the covered front bumper, duct, radiator, and A/C impact ($7,358.16 gross / $7,108.16 net), and USAA already paid **$1,960.76** for Enterprise rental coverage (10/06/2026) plus **~$4,200.00** toward OEM BMW parts. Under **State Farm v. Fisher, 2018 CO 39, ¶¶ 24–25, 27**, USAA may not unreasonably withhold covered benefits.

3. Joint Authorization for Supervisory Demand, Record Preservation, DORA Filing & Colorado Lawsuit

Claimants authorize **Pushing Capital LLC** and **John Adolfo Josetti IV** to serve the formal Supervisory Reconsideration & Record Preservation Demand (requiring production of the 10/04/2025 enrollment workflow, SIU recordings/transcripts, and item-by-item causation review), obtain certified Colorado DMV Form DR 2489A title records, and coordinate enforcement with **USAA**, **Classic Collision**, the **Colorado Division of Insurance (DORA)**, and retained **Colorado bad-faith litigation counsel** under C.R.S. §§ 10-3-1115 and 10-3-1116. Pushing Capital LLC charges $0.00 public-adjuster fee; Claimants retain direct authority over licensed Colorado counsel and final settlement approval. Each Party consents to electronic execution under 15 U.S.C. § 7001 and C.R.S. § 24-71.3-101.

PUSHING CAPITAL — SIGNATURE PAGE

USAA Claim #017359955-819 | 2013 BMW X6 M (VIN 5YMGZ0C51DLL29927) | $21,324.48 Statutory Demand

Claim Recovery Distribution Order

1. Classic Collision Release: Satisfy any remaining approved repair or storage balance to release the 2013 BMW X6 M.

2. Subrogated Loss Payee Reimbursement: Credit net property-damage recovery toward the verified $13,315.00 SSFCU Loan #87021 payoff.

3. Statutory Bad-Faith Penalty Surplus (C.R.S. § 10-3-1116): Paid to Claimants after any approved litigation fees/costs.

Party Signatures

1. GARY L. BATES II — Scheduled Operator 04, Titled Owner & Covered Driver

Authorizes USAA Claim #017359955-819 Supervisory Reconsideration, Record Preservation, DR 2489A & Bad-Faith Lawsuit Coordination (+1-719-440-7766)

Signature: _____ Date: _____

2. YARITZA D. DIAZ — Named USAA Policyholder (Operator 01) & Co-Owner

Authorizes Release of Policy #01735 99 55C 7101 6 / Claim #017359955-819 Records, Supervisory Reconsideration & Bad-Faith Lawsuit Coordination

Signature: _____ Date: _____

3. JOHN ADOLFO JOSETTI IV — Subrogated Loss Payee & Co-Owner

Certifies $13,315.00 SSFCU Loan #87021 Payoff (08/24/2026), October 3, 2025 Sale Arrangement & Representative Appointment (+1-719-659-9742)

Signature: _____ Date: _____

4. PUSHING CAPITAL LLC — By: Emmanuel Haddad, Authorized Representative

Accepts Forensic & Administrative Claim Coordination Appointment (PC-ENV-2026-1105-GB819)

Signature: _____ Date: _____

Pushing Capital LLC · Colorado Springs, Colorado · Compliant with Federal E-SIGN Act (15 U.S.C. § 7001) and Colorado UETA (C.R.S. § 24-71.3-101).