

Sheridan Test Depo Transcript_pl_summary.pdf

Citation	Summary of Testimony	Topic Summary
1:1-4:23	The deposition of Susan Sheridan begins with the introduction of the case details and the parties involved. Susan Sheridan is sworn in and begins her testimony, stating her current occupation as a realtor with Progressive Real Estate in Melbourne, Florida. She confirms she has been licensed since January of the current year.	<ul style="list-style-type: none"> - Introduction of the case and parties - Susan Sheridan's current occupation and licensing details
4:1-5:23	Sheridan details her previous employment at Nationwide, where she worked for nearly 10 years handling various types of claims, including homeowners, auto, and bodily injury claims. She specifically mentions handling more than a hundred mold loss claims starting from the end of 1999.	<ul style="list-style-type: none"> - Previous employment at Nationwide - Experience with various types of claims, including mold losses
6:1-6:8	Sheridan discusses her transition into real estate, clarifying the process of obtaining a sales associate license before a broker license, though she only mentions the initial step in her own career path.	<ul style="list-style-type: none"> - Transition to real estate - Licensing process for real estate professionals
7:1-9:23	Susan Sheridan began working on mold losses around the end of 1999, initially handling homeowners claims earlier in her career. This is her first deposition in a legal matter, and she has never testified in a civil or criminal trial. She received training on mold losses through seminars and courses provided by Nationwide and attended some external ones, learning about various types of mold and cleanup processes.	<ul style="list-style-type: none"> - Start of work on mold losses - First deposition experience - Training on mold losses
9:24-10:23	Sheridan spoke with Pauline Phillip Hawkins by telephone regarding a claim but does not recall the exact date of loss, suggesting it might have been around September 23, 2002. She first learned about the loss in November 2002 but does not remember who reported the claim. She reviewed the claim file briefly the day before the deposition and spoke with Phillip Hawkins' brother, Laurence Remetz, who is not the insured.	<ul style="list-style-type: none"> - Communication with claimant - Date of loss and claim reporting - Review of claim file - Interaction with claimant's brother
10:1-11:23	Susan Sheridan testifies about her interaction with Laurence Remetz, who was handling a loss for his sister while she was out of state. Sheridan, a licensed adjuster in Florida, mentions she was informed by both the sister and Remetz that he would be handling the loss. However, she does not recall sending a confirmation letter to the sister or receiving a formal release.	<ul style="list-style-type: none"> - Role of Laurence Remetz in handling the loss - Susan Sheridan's responsibilities and actions as a licensed adjuster - Communication and authorization process
12:1-13:5	Sheridan discusses her visit to the property for inspection, which occurred the day after she received the claim. She had tried to visit the property the same day but was unable to due to Remetz's availability. The exact date of this event is unclear to her. Additionally, she acknowledges that the property owner resides in Massachusetts.	<ul style="list-style-type: none"> - Property inspection process - Timing and scheduling of the inspection - Property owner's residence

13:6-13:21	Sheridan explains the purpose of a reservation of rights letter, which she sent on September 25, 2002. This letter is sent when further investigation is needed on a claim, reserving the insurer's right to either proceed with or deny the claim after additional information is gathered. She believes she visited the property before sending this letter.	<ul style="list-style-type: none"> - Reservation of rights letter - Procedure for handling claims requiring further investigation - Visit to the property before sending the reservation of rights letter
14:12-17:9	Susan Sheridan testifies about her standard practice of visiting properties for claims unless it's a lightning claim handled by phone. She emphasizes never handling a water loss without a site visit. Sheridan confirms visiting the property before sending a letter (Exhibit A) and encountering Mr. Remetz and Chris from Servpro there. Mr. Remetz expressed strong dissatisfaction with insurance companies. Sheridan inspected the property, noting heavy water damage everywhere except the kitchen, and described the property as a two-story townhome. She also mentioned attempting to speak with county officials after her visit.	<ul style="list-style-type: none"> - Standard practice for property visits - Interaction with Mr. Remetz and Chris from Servpro - Property inspection and damage assessment - Attempt to speak with county officials
3:1-19:23	The deponent, Susan Sheridan, discusses her investigation into a water damage claim. She mentions speaking with Tessa from the county, who indicated no excessive water usage was recorded. Sheridan also notes that she was told the water main valve had been shut off, but it was unclear who turned it back on. She did not interview several suggested officials or workers from Meeks Plumbing but did speak with Chris Reinhart, Laurence Remetz, Mr. Hawkins, and another unnamed person from the city.	<ul style="list-style-type: none"> - Investigation of water damage claim - Communication with county officials - Inquiry into water main valve status
20:1-20:23	Sheridan details her interaction with Mr. Hawkins, including taking notes during their conversation but not recording it, which is not her standard practice unless the loss is theft or questionable. She notes that Mr. Hawkins had shut off the water valve herself and had her brother check on her residence weekly. No lawyers were involved at this stage of the investigation.	<ul style="list-style-type: none"> - Interaction with Mr. Hawkins - Note-taking and recording practices - Role of lawyers in the investigation
21:14-22:23	The deponent confirms identifying the complex and specific areas within a unit from photographs, acknowledging the presence of mold.	<ul style="list-style-type: none"> - Identification of locations from photographs - Presence of mold
23:1-24:11	The deponent discusses the condition of the unit, including water damage and mold, and clarifies not having seen the water bill initially but later confirming a significant increase in water usage.	<ul style="list-style-type: none"> - Condition of the unit (water damage, mold) - Water usage investigation

25:1-27:22	The deponent, Susan Sheridan, testified about investigating a slow leak in a unit, which she believed was caused by a severely corroded toilet valve. Despite being aware of county work in the area, she could not confirm any related actions by the county affecting the unit. Sheridan made attempts to contact the county's water department and the Waverly apartment complex's association office but received no responses. She visited the complex and observed city workers addressing a separate water pipe issue but did not interact with them regarding the leak in question.	<ul style="list-style-type: none"> - Investigation of the leak's cause - Attempts to contact county and apartment complex officials - Observation of unrelated county work at the apartment complex
28:14-30:7	The deponent, Susan Sheridan, did not inquire with county officials about work in the area during June or July and is unsure if anyone from Nationwide did. She worked on the file under supervisor William Lang and had not decided whether to pay a claim before sending a letter marked as Exhibit A. She explained policy terms to Mr. Hawkins and based on her investigation, determined there was a slow leak causing damage.	<ul style="list-style-type: none"> - Inquiry with county officials - Decision-making process on claims - Investigation and determination of damage cause
30:8-31:7	Sheridan conducted a personal investigation at Mr. Hawkins' property, concluding a slow leak caused the damage. This was communicated in a conference call with Mr. Varvaro and Natalie Simons, where photos and findings were reviewed. The claim's denial was implied in this discussion. The date of the incident was reported as 9/23/02, but Sheridan visited the property the day after receiving the claim.	<ul style="list-style-type: none"> - Personal investigation findings - Communication of findings and claim denial - Date of incident and property visit
31:1-32:3	The deponent, Susan Sheridan, discusses the timing of her visit to a property following a claim and her meeting with Mr. Remetz and Mr. Reinhart. She confirms the meeting occurred before September 25th and was instructed by her manager, William Lang, to send out a document after observing county workers fixing a pipe.	<ul style="list-style-type: none"> - Timing of property visit and meeting - Instruction from manager
32:4-33:3	Sheridan recounts Mr. Reinhart's observations about the extent of water damage and mold, suggesting the issue had been present for weeks. She also mentions discrepancies in Mr. Remetz's account of his last visit to the property. Sheridan was instructed by Mr. Varvaro to gather more information from county officials.	<ul style="list-style-type: none"> - Extent of water damage and mold - Discrepancies in property visits - Instructions to gather more information
33:4-34:6	Sheridan speaks highly of her professional relationship with Mr. Reinhart and Servpro over the last ten years, noting their credibility and experience with water claims. She clarifies that while Servpro's role involves water restoration, they may not determine the source of water damage.	<ul style="list-style-type: none"> - Professional relationship with Mr. Reinhart and Servpro - Credibility and experience with water claims - Role of Servpro in water restoration
34:7-21	Sheridan discusses her lack of communication with the plumber involved in the incident and her previous dealings with the plumbing company, Meeks, on other claims. She notes Meeks is a main plumbing company in Vero, indicating a long-standing professional relationship.	<ul style="list-style-type: none"> - Lack of communication with the plumber - Previous dealings with Meeks plumbing company - Professional relationship with Meeks

35:11-36:14	The deponent discusses their interaction with Mr. Hawkins and the circumstances leading to water damage in a unit, including the valve being turned back on and the damage originating from the master bathroom. They also begin to describe the type of insurance policy involved, initially identifying it as an Elite II policy.	<ul style="list-style-type: none"> - Interaction with Mr. Hawkins - Circumstances of water damage - Type of insurance policy
36:15-37:23	The deponent explains the Elite II policy as an all-risk policy unless specifically excluded and notes that sudden and accidental water loss would be covered. They also detail the reasons for denying the claim, citing continuous and repeated seepage or leakage that resulted in damage not covered under the policy.	<ul style="list-style-type: none"> - Explanation of Elite II policy - Coverage conditions - Reasons for claim denial
38:1-38:12	The deponent discusses their interaction with a public adjuster, Pat Garrett, including correspondence and a phone call, but notes they have never met him. They also mention their departure from Nationwide due to disability.	<ul style="list-style-type: none"> - Interaction with public adjuster - Departure from Nationwide - Disability
39:1-40:23	The deponent, Susan Sheridan, testified about verifying a claim of a thousand gallons of water usage with the City of Vero Beach Water Department, which was initially reported by Mr. Garrett, a public adjuster. She confirmed the statement was true but found no records of the water being turned off and on at the unit in question. Despite suspicions, no evidence was found that another unit was responsible for the water damage.	<ul style="list-style-type: none"> - Verification of water usage claim - Investigation into water damage source - Lack of evidence for other units' involvement
41:1-42:6	During cross-examination, Sheridan acknowledged operating under the assumption that Mr. Hawkins had turned off the water. She admitted to having no independent verification of this. Discussion also covered a period of no water usage reported between July and the loss report in September, with no knowledge of who might have turned off the water.	<ul style="list-style-type: none"> - Assumption about water being turned off - Lack of independent verification - Period of no water usage before loss report
42:1-42:10	Susan Sheridan testified about a delay in reporting a claim related to water damage in a condominium. She mentioned that Mr. Hawkins explained the delay by stating his brother was supposed to check the home weekly but had not done so for at least six weeks. Sheridan expressed her disbelief in relying on Hawkins' brother for regular checks.	<ul style="list-style-type: none"> - Delay in reporting claim - Responsibility for checking the property - Reliability of the individual supposed to check the property
42:11-42:18	The deposition concluded with the attorneys thanking Susan Sheridan and the official waiving of reading and signing the deposition transcript by Sheridan.	<ul style="list-style-type: none"> - Conclusion of deposition - Waiving of reading and signing
43:1-43:10	The Certificate of Oath section documents that Susan Sheridan was duly sworn in by Joan D. Barton, a Registered Professional Reporter, in Melbourne, Florida.	<ul style="list-style-type: none"> - Swearing in of the deponent - Official certification
44:1-44:21	The Certificate of Reporter section by Joan D. Barton certifies the accuracy of the deposition transcript of Melissa Burton (Susan Sheridan), stating that the transcript is a true record of the stenographic notes and clarifying Barton's impartiality in the case.	<ul style="list-style-type: none"> - Certification of transcript accuracy - Reporter's impartiality