

Ventura Superior Court transmitted through eFiling 06/23/2025 12:00:00 AM

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**ELECTRONICALLY FILED**

Superior Court of California  
County of Ventura

06/23/2025

K. Bieker  
Executive Officer and Clerk

By: Natalie Rosete Deputy Clerk

Natalie Rosete

4  
5 Attorney for Cross-Complainant  
6 Craig M. Crosby, individually, and as Trustee of the  
Craig M. Crosby Living Trust Dated March 22, 2011

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF VENTURA

10 ONE SILVER SERVE, LLC

11 Plaintiff,

12 vs.

13 CRAIG M. CROSBY, INDIVIDUALLY,  
14 and AS TRUSTEE OF THE CRAIG M.  
CROSBY LIVING TRUST DATED  
15 MARCH 22, 2011

16 Defendants.

17  
18 CRAIG M. CROSBY, INDIVIDUALLY,  
and AS TRUSTEE OF THE CRAIG M.  
CROSBY LIVING TRUST DATED  
19 MARCH 22, 2011

20 Cross-Complainants,

21 vs.

22 ONE SILVER SERVE, LLC, and DBA  
SERVPRO GLOBAL DRT, AND ROES I  
23 THROUGH 50, INCLUSIVE.

24 Cross-Defendants.

Case No.: 2025CUBC044025

CROSS-COMPLAINT FOR DAMAGES:  
1. VIOLATION OF CONSUMER LEGAL  
REMEDIES ACT

2. BREACH OF ORAL CONTRACT

3. FRAUD

4. INTENTIONAL INFLICTION OF  
EMOTIONAL AND PHYSICAL  
DISTRESS

5. NEGLIGENT INFLICTION OF  
EMOTIONAL AND PHYSICAL  
DISTRESS

6. DECLARATORY RELIEF

7. ELDER ABUSE

8. PROPERTY DAMAGE

COMPLAINT FILED: MAY 13, 2025

JUDGE: HON. CHARMAINE H.  
BUEHNER

**(JURY TRIAL DEMANDED)**

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26  
27 Cross-Complainant CRAIG M. CROSBY, individually, and as TRUSTEE OF THE

28 CROSBY CROSS-COMPLAINT

1 CRAIG M. CROSBY TRUST dated March 22, 2011, hereby allege as follows:

2 **GENERAL ALLEGATIONS**

3 **THE PARTIES**

4 1. Cross-Complainant CRAIG M. CROSBY, individually and as Trustee of the  
5 Craig M. Crosby Living Trust dated March 22, 2011 (hereinafter CROSBY), is, and at all  
6 times herein mentioned was, an individual, residing in the State of California, County of  
7 Ventura.

8 2. Cross-Complainant CROSBY is informed and believes and based upon such  
9 information and belief, alleges that Cross-Defendant ONE SILVER SERVE, LLC (hereinafter  
10 ONE SILVER SERVE), is a corporation, organized and existing under the laws of the State of  
11 Delaware, and is and at all times herein mentioned is, licensed to do and doing business in the  
12 State of California, County of Ventura.

13 3. Cross-Complainant CROSBY is informed and believes and based upon such  
14 information and belief, alleges that Cross-Defendant ONE SILVER SERVE is doing business  
15 under the fictitious name SERVPRO GLOBAL DRT (hereinafter "SERVPRO GLOBAL  
16 DRT") and is and at all times herein mentioned is licensed to do and doing business in the  
17 State of California, County of Ventura.

18 4. Cross-Complainant CROSBY is informed and believes and based upon such  
19 information and belief, alleges that ROES 1 through 25, are, at all times herein mentioned  
20 were, corporations, partnerships, or other business entities, which were and are legally  
21 responsible and liable for the acts, omissions, and events referred to in this Cross-Complaint.

22 5. Cross-Complainant CROSBY is informed and believes and, based upon such  
23 information and belief alleges that ROES 26 through 50 are, and at all times herein mentioned  
24 were individuals, employees, agents, or independent contractors, who were and are legally  
25 responsible and liable for the acts, omissions, and events referred to in this Complaint.

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**INTRODUCTION**

6. Cross-Complainant CROSBY is a victim of the Camarillo Mountain Wildfire ("FIRE") that occurred on November 6, 2024. The FIRE destroyed 233 structures, including all of CROSBY's adjacent neighbors' homes and most nearby homes. Although CROSBY's house was spared complete destruction, it sustained significant structural and content damage from fire, smoke, and ash. The interior and contents of CROSBY's home were declared a total loss on December 10, 2024, by AAA Insurance ("AAA") senior large loss adjuster Lyn Walsh and Content Mitigation Service, Inc.

7. Days after the fire, on November 9, 2024, Plaintiff's agents, Mitchell McLaren and his assistant "Gilbert," were conducting door-to-door canvassing of fire damaged homes on behalf of ONE SILVER SERVE dba SERVPRO GLOBAL DRT. They solicited CROSBY for fire restoration services and presented him with a SERVPRO® one-page contract, repeatedly asserting that insurance would cover any repairs and renovations undertaken by SERVPRO GLOBAL DRT.

8. CROSBY reviewed the SERVPRO GLOBAL DRT contract (**Exhibit A**) and, with pen and ink insertions, modified the proposed contract by expressly stating that SERVPRO GLOBAL DRT was only authorized to "perform any evaluation inspection, recommendation, and documentation services on customer's property." Mr. McLaren then executed this revised proposed contract on behalf of Plaintiffs.

9. As noted in the contract for evaluation services, and during subsequent discussions with McLaren, CROSBY made it clear that all examination and evaluation services to his property required prior approval from AAA Insurance, CROSBY's homeowner's insurance carrier, and noted on the contract that all payments were to be made directly by AAA Insurance to SERVPRO GLOBAL DRT. CROSBY hand wrote his AAA adjuster's name and phone number as part of the SERVPRO GLOBAL DRT contract.

10. On November 10, 2024, CROSBY received an email chain (**Exhibit B**) from SERVPRO advising "our team is approved to begin cleaning after the initial inspection at

1 your home" and SERVPRO will be onsite tomorrow, Sunday 11/10/2024 at approximately  
2 10:30 AM " to perform an initial combustion byproduct assessment and documentation."  
3 SERVPRO did not provide any further contractual documentation, cost estimates, or  
4 necessary disclosures required by California Business & Professions Code §7159.

5 11. On November 11, 2024, a SERVPRO GLOBAL DRT team arrived at the  
6 CROSBY residence and began cleaning throughout the residence and attached garage. Several  
7 weeks into the cleaning process CROSBY observed substantial damage to the residence  
8 HVAC ducting and heating system which was caused by SERVPRO GLOBAL DRT  
9 employees inartfully removing attic insulation, often crushing the HVAC vents, pipes and  
10 junction boxes. CROSBY also noted damage to personal items such as blinds, cabinets, doors,  
11 carpet, and walls. SERVPRO GLOBAL DRT team manager Jose Flores informed CROSBY  
12 that SERVPRO GLOBAL DRT was paid by AAA per square foot for remediation, rather than  
13 based on the time spent on the job.

14 12. Crosby inspected the damage to his residence's HVAC system caused by  
15 SERVPRO GLOBAL DRT's employees. Based on the evaluation of the crushed ventilation  
16 pipes by a licensed HVAC contractor, the HVAC system was deemed dangerous and  
17 inoperable until the damaged components were repaired or replaced.

18 13. On or about November 24, 2024, CROSBY reported the HVAC damage to  
19 AAA Insurance, advising his homeowner insurance carrier that SERVPRO GLOBAL DRT's  
20 work was unsatisfactory, had caused additional property damage, and that SERVPRO  
21 GLOBAL DRT should not be compensated until the damage was repaired or reimbursed.  
22 AAA Senior Adjuster Lyn Walsh and AAA Claims Manager Ignacio Cardenas each  
23 confirmed that SERVPRO GLOBAL DRT was not an approved vendor for AAA Insurance  
24 claims and had not been authorized to perform any fire remediation work on CROSBYs  
25 residence. AAA further stated they would not be issuing payment to SERVPRO GLOBAL  
26 DRT, as they were not an approved vendor.

27 14. CROSBY emailed SERVPRO GLOBAL DRT on November 25, 2024 to  
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1 suspend all work immediately and notified AAA of the stop-work order. CROSBY sent  
2 SERVPRO GLOBAL DRT photos of the damage caused by SERVPRO GLOBAL DRT  
3 employees to the HVAC system components within his residence.

4 15. On November 27, 2024, SERVPRO GLOBAL DRT Manager Mitchell  
5 McLaren and his assistant Gilbert ("Gil") inspected CROSBY's attic HVAC damage along  
6 with other property damage, including a broken and dismantled attic access door, damaged  
7 vertical blinds, damaged garage man-door, stained carpeting, and inoperable self-closing  
8 cabinet hinges. Gilbert repeatedly stated the work performed by his employees was what he  
9 described as a "shit show" and assured that he would escalate the issue to management for  
10 resolution.

11 16. CROSBY obtained a \$16,918 HVAC repair estimate for the damage caused  
12 by SERVPRO employees and forwarded it to SERVPRO GLOBAL DRT. After several email  
13 exchanges with SERVPRO GLOBAL DRT Claims Manager Hannah Masresha, SERVPRO  
14 GLOBAL DRT agreed to reimburse CROSBY \$16,918 for the HVAC damage and requested  
15 a liability release from CROSBY. *"We are happy to replace the ducts that were damaged*  
16 *"(Exhibit C - email 12/3/2024). CROSBY provided the conditional liability release to*  
17 *SERVPRO GLOBAL DRT on 12/13/2024.*

18 17. On December 4, 2024, CROSBY received a demand for payment from  
19 SERVPRO GLOBAL DRT for \$62,427.88, listing CROSBY as the payor. CROSBY  
20 immediately notified SERVPRO GLOBAL DRT that he was neither the payor nor guarantor  
21 and had no contractual obligation for the work performed. CROSBY reiterated that  
22 SERVPRO GLOBAL DRT had misrepresented its authorization from AAA and that all  
23 billing should be directed to AAA.

24 18. CROSBY reviewed SERVPRO GLOBAL DRT 's invoice (**Exhibit D**), noting  
25 a charge of \$12,844.35 for *"Attic Insulation Removal and Replacement."* However,  
26 CROSBY's inspection revealed that the insulation had been removed but never replaced.  
27 CROSBY notified AAA and SERVPRO GLOBAL DRT of the discrepancy in billing. A  
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1 employee of SERVPRO GLOBAL DRT altered the invoice to read "Attic Insulation  
 2 Removal" (**Exhibit E**) while maintaining the \$12,844.35 charge. The industry rate for  
 3 insulation removal is \$1-\$2 per square foot; CROSBY's residence is approximately 3,000  
 4 square feet. CROSBY paid Conejo HVAC Inc.\$7,450.00 to replace the missing insulation and  
 5 complete the job.

6 Original Invoice 2024-11-29 (**Exhibit D**)

7

Attic Insulation Removal & Replacement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3 <u>Attic Insulation Removal &amp; Replacement</u>	3,285.00 SF	0.00	3.91	0.00	12,844.35

Field verified and priced at \$3.91 per sq. ft.  
 Includes the following:  
 Scope of work as typical with wild fire events.  
 a. Remove insulation  
 b. HEPA vacuum attic  
 c. Dispose of insulation

13 Revised Invoice 2024-12-05 (**Exhibit E**)

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Attic Insulation Removal & Replacement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3 <u>Attic Insulation Removal</u>	3,285.00 SF	0.00	3.91	0.00	12,844.35

Field verified and priced at \$3.91 per sq. ft.  
 Includes the following:  
 Scope of work as typical with wild fire events.  
 a. Remove insulation  
 b. HEPA vacuum attic  
 c. Dispose of insulation

19 19. On January 7, 2025, CROSBY received an email from SERVPRO GLOBAL  
 20 DRT 's legal counsel, Darren Read ("REED"). REED advised CROSBY that the liability  
 21 release had been reviewed but would not be executed because CROSBY refused to "pay their  
 22 bill." REED further stated that no discussions would proceed unless CROSBY agreed to pay  
 23 SERVPRO GLOBAL DRT the amount of \$45,409.88 (\$62,487.88 less the HVAC damage),  
 24 thereby extorting the amount of the damaged HVAC system. (**Exhibit F**)

25 20. Crosby asked REED to provide him with the legal basis and statutory  
 26 authority supporting SERVPRO GLOBAL DRT's claim for payment from CROSBY.  
 27 (**Exhibit G**)



1 Southern California Auto Club.

2 25. SERVPRO GLOBAL DRT performed unnecessary, unauthorized,  
3 substandard service at CROSBY's residence.

4 26. SERVPRO GLOBAL DRT wrongfully and deceptively represented to  
5 CROSBY that his homeowner's insurance carrier, AAA Insurance, had been contacted by  
6 SERVPRO GLOBAL DRT, and that AAA Insurance had approved the use of SERVPRO  
7 GLOBAL DRT as a contractor, agreeing to provide payment from insurance coverage for the  
8 wildfire damage.

9 27. SERVPRO GLOBAL DRT failed to provide CROSBY with advance written  
10 estimates and cost disclosure as required by California Business & Professions Code §7159.

11 28. SERVPRO GLOBAL DRT's mitigation/restoration service was wholly  
12 unnecessary, as AAA and an independent content mitigation company each determined that  
13 the interior and contents of CROSBY's home were a total loss and required complete removal  
14 of all dwelling contents, after which wall and ceiling restoration, including sealing the drywall,  
15 painting, and other restorative work were required, *prior* to household items being cleaned, if  
16 possible, and returned to the dwelling. Accordingly, SERVPRO GLOBAL DRT's  
17 unauthorized "*cleaning and restoration efforts*" were akin to an auto body shop painting and  
18 detailing a vehicle damaged in an accident prior to replacing the damaged body panels and  
19 removing the dents. The supposed "service" provided by SERVPRO GLOBAL DRT were  
20 not reasonably necessary and of no value.

21 29. SERVPRO GLOBAL DRT fraudulently charged for work that was either not  
22 performed or misrepresented. Upon notification, SERVPRO GLOBAL DRT altered the work  
23 descriptions without adjusting the billable amount.

24 30. SERVPRO GLOBAL DRT's notice of intent to file a mechanic's lien is  
25 without merit, is nothing more than an extortionate attempt to force payment for nothing of  
26 value being provided, and amounts to slander of title to CROSBY's title to his home.

27 31. SERVPRO GLOBAL DRT has failed to reimburse CROSBY for the HVAC  
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1 damage to his residence, to which SERVPRO GLOBAL DRT admitted liability; furthermore,  
2 SERVPRO GLOBAL DRT did not return numerous items of personal property removed from  
3 his dwelling, and did not repair the other damage SERVPRO GLOBAL DRT caused to  
4 CROSBY's residence during the work.

5  
6 **FIRST CAUSE OF ACTION**

7 **(Violation of the California Consumer**

8 **Legal Remedies Act – Civil Code §1750 Against All Cross-Defendants)**

9 32. Cross-Complainant adopts, realleges, and by this reference incorporates  
10 Paragraphs 1 through 31, inclusive, hereinabove.

11 33. Cross-Defendant ONE SILVER SERVE violated CA Civil Code §1770(a) by  
12 engaging in one or more of the following unfair or deceptive acts:

13 (a) Passing off goods or services as those of another.

14 (b) Misrepresenting the source, sponsorship, approval, or certification of  
15 goods or services.

16 (c) Misrepresenting the affiliation, connection, or association with, or  
17 certification by, another.

18 (d) Representing that goods or services have sponsorship, approval,  
19 characteristics, ingredients, uses, benefits, or quantities which they do not have or that a  
20 person has a sponsorship, approval, status, affiliation, or connection which he or she does not  
21 have.

22 (e) Representing that goods or services are of a particular standard, quality,  
23 or grade, or that goods are of a particular style or model, if they are of another.

24 (f) Advertising goods or services with intent not to sell them as advertised.

25 **SECOND CAUSE OF ACTION**

26 **(Violation of California Business & Professions Code §7159**

27 **Against All Cross-Defendants)**

28 34. Cross-Complainant adopts and realleges, and by this reference incorporates,

1 Paragraphs 1 - 31, inclusive, hereinabove.

2 35. SERVPRO GLOBAL DRT failed to provide written estimates and cost  
3 disclosures as required by CA Business & Professions Code §7159.

4 **THIRD CAUSE OF ACTION**

5 **(BREACH OF CONTRACT Against All Cross-Defendants)**

6 36. Cross-Complainant adopts and realleges, and by this reference incorporates,  
7 Paragraphs 1 - 31, inclusive, hereinabove.

8 37. SERVPRO GLOBAL DRT failed to perform contractual obligations and oral  
9 agreements, without legal excuse, or to deliver the unambiguous conditions of the contract,  
10 causing substantial harm to CROSBY.

11 **FOURTH CAUSE OF ACTION**

12 **(FRAUD Against All Cross-Defendants)**

13 38. Cross-Complainant adopts and realleges with specificity, and by this reference  
14 incorporate, Paragraphs 1 - 31, inclusive, hereinabove.

15 39. SERVPRO GLOBAL DRT knowingly, intentionally, and recklessly engaged  
16 in a pattern of false representation, concealment, and non-disclosure of material facts for  
17 financial gain causing harm and financial damage to CROSBY.

18 **FIFTH CAUSE OF ACTION**

19 **(INTENTIONAL INFLICTION OF EMOTIONAL AND PHYSICAL DISTRESS**

20 **Against All Cross-Defendants)**

21 40. Cross-Complainant adopts and realleges, and by this reference incorporates,  
22 Paragraphs 1 - 31, inclusive, hereinabove

23 41. SERVPRO GLOBAL DRT engaged in an intentional pattern of recklessness,  
24 manipulation, deception, and fraud with the high probability of mental and physical harm to  
25 CROSBY.

26 **SIXTH CAUSE OF ACTION**

27 **(NEGLIGENT INFLICTION OF EMOTIONAL AND PHYSICAL DISTRESS**

28 CROSBY CROSS-COMPLAINT

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**Against All Cross-Defendants)**

42. Cross-Complainant adopts and realleges, and by this reference incorporates, Paragraphs 1 - 31, inclusive, hereinabove.

43. SERVPRO GLOBAL DRT negligently engaged in a pattern of recklessness, manipulation, deception, and fraud with the high probability of mental and physical harm to CROSBY.

**SEVENTH CAUSE OF ACTION**

**(ELDER ABUSE (Welfare & Institutions Code § 15600 et seq.**

**Against All Cross-Defendants)**

44. Cross-Complainant adopts and realleges, and by this reference incorporate, Paragraphs 1 - 31, inclusive, hereinabove.

45. SERVPRO GLOBAL DRT subjected CROSBY, an elder (over the age of 65 years), to financial abuse, reckless behavior, and fraud through conduct that caused unjust hardship through despicable actions, acts, and representations with the intent to gain financially and harm CROSBY.

**EIGHTH CAUSE OF ACTION**

**(PROPERTY DAMAGE Against All Cross-Defendants)**

46. Cross-Complainant adopts and realleges, and by this reference incorporate, Paragraphs 1 - 31, inclusive, hereinabove.

47. SERVPRO GLOBAL DRT damaged CROSBY'S home HVAC system and agreed to reimburse CROSBY for \$16,918 but did not do so, nor was CROSBY reimbursed for other identified items damaged by SERVPRO GLOBAL DRT.

**PRAYER**

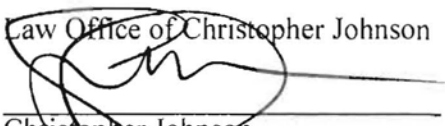
48. WHEREFORE, this Cross Complainant prays as follows:

- a. That Plaintiff and Cross Defendant take nothing by way of its Complaint;
- b. That the Complaint be dismissed with prejudice;

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- c. That the Mechanics Lien be dismissed with prejudice;
- d. That Cross-Complainant CROSBY be awarded attorneys' fees and costs of suit incurred in this action; and
- e. For such other and further relief as the Court may deem proper.

Dated: June 22, 2025

Law Office of Christopher Johnson  
  
\_\_\_\_\_  
Christopher Johnson  
Attorney for Defendant  
Craig M. Crosby, individually, and as Trustee of the  
Craig M. Crosby Living Trust Dated March 22, 2011

# **EXHIBITS**

**EXHIBIT A**



**Authorization to Perform Services and Direction of Payment**

Customer Name: CRAIG CROSBY Date of Loss: 11/6/2024  
Loss Address: 18 CERRO CREST  
City: CAMARILLO State: CA Zip: 93010  
Insurance Company: AAA Claim Number (if available): 016809169

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any ~~and all necessary cleaning, restoration and/or reconstruction~~ services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary. AAA = "HAILEY" 714-885-1669  
EVACUATION, RECOMMENDATION, DOCUMENTATION INSPECTION

Customer authorizes AAA Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney in fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider's services. AA DIRECT PAYMENT TO PROVIDER SERVPRO.

Customer agrees to pay Customer's deductible in the amount of \$ 0 that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer <sup>UNTIL ASSIGNED</sup> and not Customer's insurance company or any agent/adjuster.

Property Owned By: CRAIG CROSBY 18 CERRO CREST

Customer Reviewed Customer Information Form:  Y  N

**RIGHT TO CANCEL:** Residential customers have the right to cancel this contract within three business days by email, mail, fax or by delivering other written notice to Provider's business address by midnight of the third business day after Customer receives a signed and dated copy of this contract. If you cancel, Provider must return anything you paid within 10 days of receiving the notice of cancellation. Customer may waive the Right to Cancel. NOT PROVIDED ?

**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

**I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE NEXT PAGE HEREOF, AND I AGREE TO SAME.**

Customer's Signature: [Signature] Provider's Signature: [Signature]  
Printed Name: CRAIG CROSBY Franchise Legal Name: One Silver Serve, LLC  
Date: 11/9/2024 d/b/a SERVPRO® of: \_\_\_\_\_  
E-mail Address: email@omcrosby.com Date: 11/9/24  
Contractor License #: \_\_\_\_\_  
Provider's Address: \_\_\_\_\_

## **EXHIBIT B**

**From:** Hannah Masresha <[hannah@spglobaldrt.com](mailto:hannah@spglobaldrt.com)>  
**Sent:** Sunday, November 10, 2024 11:47 AM  
**To:** [email@cmcrosby.com](mailto:email@cmcrosby.com); [jmm4italy@gmail.com](mailto:jmm4italy@gmail.com); Mitchell McClaran <[mitchell@spglobaldrt.com](mailto:mitchell@spglobaldrt.com)>  
**Cc:** Mountain Fire <[mountainfire@spglobaldrt.com](mailto:mountainfire@spglobaldrt.com)>  
**Subject:** SERVPRO Global DRT // 18 Cerro Crest Drive

Hello Craig and Jeanne,

Craig, thank you for speaking with [@Mitchell McClaran](#) earlier today, Sunday 10/10/2024. As you both discussed, our team is approved to begin cleaning after completing the initial inspection at your home.

Upon completing the initial combustion byproduct assessment and documentation today, we will begin to perform the following scope of work that is estimated to take approximately 3-4 days to complete:

1. Detail interior structure cleaning.
2. On location contents cleaning.
3. Attic Insulation removal and replacement.
4. Exterior pressure washing.

**Client:** Craig and Jeanne Crosby  
**Address:** 18 Cerro Crest Drive Camarillo CA 93010  
**POC1:** Craig Crosby / (805) 890-8466 / [email@cmcrosby.com](mailto:email@cmcrosby.com)  
**POC2:** Jeanne Crosby / (805) 890-8455 / [jmm4italy@gmail.com](mailto:jmm4italy@gmail.com)  
**Carrier:** AAA  
**Claim:** #016809169

Should you have any questions in the meantime, please do not hesitate to contact me directly as I am here to help. You can reach me at (818) 634-0704.

Kind regards,



**Hannah Masresha**  
Claims Manager CSLB: 1026761  
SERVPRO® Global DRT  
Global Disaster Response Team - Elite Designation  
Direct: (818)380-5967

---

**From:** Hannah Masresha <[hannah@spglobaldrt.com](mailto:hannah@spglobaldrt.com)>  
**Sent:** Saturday, November 9, 2024 12:18 PM  
**To:** [email@cmcrosby.com](mailto:email@cmcrosby.com) <[email@cmcrosby.com](mailto:email@cmcrosby.com)>; [jmm4italy@gmail.com](mailto:jmm4italy@gmail.com) <[jmm4italy@gmail.com](mailto:jmm4italy@gmail.com)>  
**Cc:** Mountain Fire <[mountainfire@spglobaldrt.com](mailto:mountainfire@spglobaldrt.com)>; Mitchell McClaran <[mitchell@spglobaldrt.com](mailto:mitchell@spglobaldrt.com)>  
**Subject:** SERVPRO Global DRT // 18 Cerro Crest Drive

**EXHIBIT B (con't)**

Hello Craig and Jeanne,

Jeanne, thank you for speaking with me moments ago. I am sorry you both are going through this and want to assure you that our team is here to help.

As I mentioned, I will be your designated SERVPRO Global Disaster Response Team Project Administrator assisting with providing you updates regarding our findings, recommendations and work performed.

This email is to confirm that our SERVPRO Global Disaster Response Team will be onsite **tomorrow, Sunday 11/10/2024 at approximately 10:30 AM** to perform an initial combustion byproduct assessment and documentation. Our team inspects both contents and structure for soot, ash, char.

**Client:** Craig and Jeanne Crosby

**Address:** 18 Cerro Crest Drive Camarillo CA 93010

**POC1:** Craig Crosby / (805) 890-8466 / [email@cmcrosby.com](mailto:email@cmcrosby.com)

**POC2:** Jeanne Crosby / (805) 890-8455 / [jmm4italy@gmail.com](mailto:jmm4italy@gmail.com)

**Carrier:** AAA

**Claim:** #016809169

Should you have any questions in the meantime, please do not hesitate to contact me directly. You can reach me at (818) 634-0704.

Kind regards,



**Hannah Mastashev**

Claims Manager

CSLB: 1026761

SERVPRO® Global DRT

Global Disaster Response Team - Elite Designation

Direct: (818)380-5967

## EXHIBIT C

**From:** Hannah Masresha <hannah@spglobaldrt.com>  
**Sent:** Tuesday, December 3, 2024 11:44 AM  
**To:** email@cmcrosby.com  
**Cc:** Mitchell McClaran <mitchell@spglobaldrt.com>; Piscopo.Halie <Piscopo.Halie@ace.aaa.com>; Craig Crosby <craig@TheCounterfeitReport.com>; Gilbert Cervantes <gil@spglobaldrt.com>; Anna Hawatmeh <anna@spglobaldrt.com>; Hannah Masresha <hannah@spglobaldrt.com>  
**Subject:** Crosby - Heating duct claim

Hello Craig,

We are happy to replace the ducts that were damaged. The estimate you provided appears to replace equipment as well. We are certainly responsible for replacing the ducts we damaged, and we will do so or provide you the reasonable monies for you to hire your own HVAC duct vendor. We are so sorry this happened, and we will be sure to rectify this.

The \$16,918.00 proposal seems exorbitant and we need to better understand what the West Coast AC unit pricing is i.e., the scope, materials and cost need to be quantified for the duct replacement scope of work.

Thank you,



**Hannah Masresha**

Claims Manager

CSLB: 1026761

SERVPRO® Global DRT

Global Disaster Response Team - Elite Designation

Direct: (818)380-5967

## EXHIBIT D



### SERVPRO Global DRT – Elite Designation

16601 Ventura Blvd 4th Floor  
 Encino, CA 91436  
 Tel: (833)WTR-FIRE (987-3473)  
 SERVPRO Global - DRT Elite Designation  
 Tax ID 47-5185722  
 CSLB #1026761

2411-642169SMK\_TBB-1

#### On Location Content: Cleaning

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1 On Location Contents Cleaning	4,861.13 SF	0.00	4.30	0.00	20,902.86
<b>Square footage pricing includes:</b>					
a. Labor - Cleaning Technicians - Labor includes on-site content manipulation to effectuate content cleaning and all decontamination charges relative to the equipment as the equipment needs to be cleaned before it goes into other homes/residences. Reset contents back to its pre-loss location.					
b. Consumables (Mastika cloths and/or soot sponges, HEPA air filters, activated charcoal filters, shoe covers, IDI-99 masks, gloves, botanical disinfectant)					
c. Equipment (HEPA Air Filtration Devices, Canister HEPA Vacuums, Backpack HEPA Vacuums, Associated Attachments, Extension Poles)					
Totals: On Location Contents Cleaning				0.00	20,902.86

#### Interior Structure Cleaning

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2 Interior Structure Cleaning	4,861.13 SF	0.00	5.90	0.00	28,680.67
<b>Square footage pricing based upon an average amount of soot/ash/charred material includes the following:</b>					
a. All Labor - Cleaning Technicians - Cleaning Technicians to perform interior structure cleaning scope, but not limited to: HEPA vacuum floors, walls, ceilings, built-in cabinetry, horizontal surfaces such as countertops, shelving, etc. Clean interior windows, window panes, window screens, doors and door hardware thresholds. Clean tanks, toilets, vanities, showers, tubs, closets.					
b. All necessary Consumables (Mastika cloths and/or soot sponges, HEPA air filter replacement, activated charcoal filters, shoe covers, IDI-99 masks, gloves, botanical cleaner/disinfectant)					
c. All Equipment (HEPA Air Filtration Devices (HEPA 500 CFM air scrubbers will be deployed in the home to capture air borne particulate. HEPA air scrubbers will have the activated carbon filter in line with the HEPA air filter to mitigate smoke odor and/or odor while the HEPA air filter captures combustion byproduct and particulate up to 0.3 microns.) Canister HEPA Vacuums, Backpack HEPA Vacuums, Associated Attachments, Extension Poles)					
Totals: Interior Structure Cleaning				0.00	28,680.67

#### Attic Insulation Removal & Replacement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3 Attic Insulation Removal & Replacement	3,285.00 SF	0.00	3.91	0.00	12,844.55
<b>Field verified and priced at \$3.91 per sq. ft.</b>					
<b>Includes the following:</b>					
Scope of work as typical with wild fire event:					
a. Remove insulation					
b. HEPA vacuum attic					
c. Dispose of insulation					

## EXHIBIT E



### SERVPRO Global DRT – Elite Designation

16601 Venners Blvd 4th Floor  
 Encino, CA 91436  
 Tel: (833)WTR-FIRE (987-3473)  
 SERVPRO Global - DRT Elite Designation  
 Tax ID 47-5185722  
 CSLB #1026761

2411-6421695MK\_TBB-1

#### On Location Content: Cleaning

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. On Location Contents Cleaning	4,861.13 SF	0.00	4.33	0.00	20,902.86
<b>Square footage pricing includes:</b>					
a. Labor - Cleaning Technicians - Labor includes on-site content manipulation to facilitate content cleaning and all decontamination charges relative to the equipment, as the equipment needs to be cleaned before it goes into other homes/residences. Reset contents back to its pre-loss location.					
b. Consumables (Maximum cloths and/or soot sponges, HEPA air filters, activated charcoal filters, shoe covers, IDI-95 masks, gloves, botanical disinfectant)					
c. Equipment (HEPA Air Filtration Devices, Canister HEPA Vacuums, Backpack HEPA Vacuums, Associated Attachments, Extension Poles)					
Totals: On Location Contents Cleaning				0.00	20,902.86

#### Interior Structure Cleaning

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Interior Structure Cleaning	4,861.13 SF	0.00	5.90	0.00	28,680.67
<b>Square footage pricing based upon an average amount of soot/ash charred material includes the following:</b>					
a. All Labor - Cleaning Technicians - Cleaning Technicians to perform interior structure cleaning scope, but not limited to: HEPA vacuum floors, walls, ceilings, built-in cabinetry, horizontal surfaces such as countertops, shelving, etc. Clean interior windows, window panes, window screens, doors and door hardware, thresholds. Clean sinks, toilets, vanities, showers, tubs, closets.					
b. All necessary Consumables (Maximum cloths and/or soot sponges, HEPA air filter replacement, activated charcoal filters, shoe covers, IDI-95 masks, gloves, botanical cleaner/disinfectant)					
c. All Equipment (HEPA Air Filtration Devices) (HEPA 500 CFM air scrubbers will be deployed in the home to capture air borne particulates. HEPA air scrubbers will have the activated carbon filter in line with the HEPA air filter to mitigate smoke odor and odor while the HEPA air filter captures combustion byproduct and particulate up to 0.3 microns.) Canister HEPA Vacuums, Backpack HEPA Vacuums, Associated Attachments, Extension Poles.					
Totals: Interior Structure Cleaning				0.00	28,680.67

#### Attic Insulation Removal & Replacement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Attic Insulation Removal	3,285.00 SF	0.00	3.91	0.00	12,844.55
<b>Field verified and priced at \$3.91 per sq. ft. includes the following:</b>					
Scope of work as typical with wild fire events:					
a. Remove insulation					
b. HEPA vacuum attic					
c. Dispose of insulation					

**EXHIBIT F**

**From:** Darren Reed <Darren@msreedlaw.com>

**Sent:** Tuesday, January 7, 2025 3:41 PM

**To:** email@cmcrosby.com

**Cc:** Alan Reed <alan@spglobaldrt.com>; Hannah Masresha <hannah@spglobaldrt.com>; Anna Hawatmeh <anna@spglobaldrt.com>

**Subject:** RE: 016809169 // Crosby damage release

Mr. Crosby,

I am counsel for Servpro West Coast DRT. I know you have been working with Hanna Masresha on resolving the issue of some damaged ductwork and **a settlement agreement has been passed around**. My client cannot sign the agreement as is because it doesn't include an agreement on your part to pay their bill. Additionally, you have now claimed that you do not have a contract with Servpro. That is not correct.

If you cannot agree to pay my client's bill, they cannot agree to reduce their bill to cover any claimed damages to the ductwork.

If however, you have other issues/damages you want to discuss, we would be happy to discuss them and try and settle all matters now, but that would have to include an acknowledgement that my client is owed money for the work they performed. **If you are not willing to agree to that for purposes of settlement discussions, then there is no point in having them.**

I look forward to hearing from you.

Sincerely,

**Darren G. Reed, Esq.**

**Reed & Reed, APC**

**1901 Avenue of The Stars, Suite 1100**

**Los Angeles, California 90067**

**Office: (310) 286-7100**

**Facsimile: (310) 286-7120**

**Cellular: (310) 925-7032**

**[darren@msreedlaw.com](mailto:darren@msreedlaw.com)**

**EXHIBIT G**

**From:** email@cmcrosby.com <email@cmcrosby.com>  
**Sent:** Friday, January 10, 2025 4:50 PM  
**To:** darren@msreedlaw.com  
**Cc:** Walsh.Lyn@ace.aaa.com; Craig Crosby <craig@TheCounterfeitReport.com>  
**Subject:** RE: 016809169 // Crosby damage release

Mr. Reed,

Nice try, but your assertion is fundamentally flawed, rendering your conclusion invalid.

I hold a binding and unambiguous contract with ServPro that speaks for itself. Furthermore, AAA confirmed they never authorized restoration work at my property, nor did I provide such authorization. Despite this, your client knowingly and deceptively proceeded to work at will.

Furthermore, Hanna Masresha requested and received my release for the HVAC damages for which ServPro admitted fault. Two ServPro field managers, Mitchell McClaran and his assistant Gilbert, inspected the damages at my property. Documentation and photographic evidence were provided to Ms. Masresha. Despite this, none of the acknowledged issues have been addressed.

I would be interested to see the points and authorities upon which your claim is based and clarify what relief your client believes they are entitled to and from whom. Since you made any discussion conditional, that issue is moot. In the meantime, I suggest your time would be better spent counseling your client on ethical and lawful business practices.

Regards,

Craig Crosby

**EXHIBIT H**

Recording Requested By:  
ONE SILVER SERVE LLC

Please Return to:  
One Silver Serve, LLC  
16601 Ventura Blvd 4<sup>th</sup> FL  
Encino CA 91436-1921

CLAIM OF MECHANIC'S LIEN

Recording Requested By:  
ONE SILVER SERVE, LLC

Please Return to:  
One Silver Serve, LLC  
16601 Ventura Blvd 4th FL  
Encino CA 91436-1921  
APN: 152-0-232-045

CLAIM OF MECHANIC'S LIEN  
California Civil Code Section 8416

**CLAIMANT:**  
One Silver Serve, LLC dba ServPro Global DRT  
16601 Ventura Blvd Fl 4  
Encino CA 91436  
(818) 995-6444

**SERVICES:** The lien is claimed for the following  
labor, services, equipment or materials:  
contents cleaning, interior structure cleaning,  
& attic insulation removal services

**Job Number (if any):** Inv. 5212774

**PROPERTY OWNER:**  
Craig M. Crosby, Trustee  
Craig M. Crosby Living Trust dated  
March 22, 2011  
18 Cerro Crest Dr  
Camarillo CA 93010-1604

**Amount Due:** Amount due after deducting  
all just credits and offsets: \$ 62,427.88

**Hiring Party:** Name and address of person or  
Entity to whom Claimant furnished labor,  
Services, equipment and/or materials:

Craig Crosby  
18 Cerro Crest Dr  
Camarillo CA 93010-1604

**Property Lined:**  
County: Ventura  
APN: 152-0-232-045

**Legal Property Description:** Lot 29 of Tract No. 1096, according to the map thereof recorded in Book 27, Pages 12 to 14, Inclusive of Miscellaneous Records, in the Office of the County Recorder of said County.

## NOTICE OF MECHANICS LIEN ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT [www.csib.ca.gov](http://www.csib.ca.gov).

NOTICE IS HEREBY GIVEN that Claimant claims a lien for labor, service, equipment or materials under Section 8416 et seq. of the Civil Code of the State of California, upon the Property, above-described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein. The labor, service, equipment or materials were furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land above-described as the Property.

I, the undersigned, as a disclosed and authorized agent of the Claimant, state that I have read the foregoing Claim of Lien, that I have been provided information regarding the facts and contents therein, and that based thereupon, I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

Signed:

ONE SILVER SERVE, LLC



Claimant, ONE SILVER SERVE, LLC

By authorized limited agent

Gale Washington

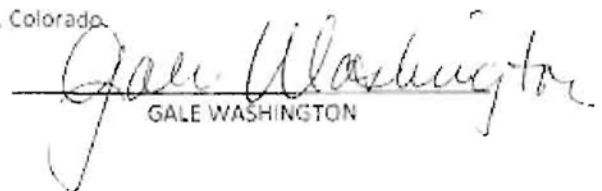
Date: February 13, 2025

State of Colorado

#### VERIFICATION

I, the undersigned, certify that I am the authorized limited agent of the claimant named in the foregoing Mechanics' Lien, and that I am informed and believe the facts herein to be true, and, on that ground, allege that the facts stated in the foregoing Mechanics' Lien are true. I certify (or declare) under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

Executed on February 13, 2025 at Colorado Springs, Colorado.



GALE WASHINGTON

PROOF OF SERVICE AFFIDAVIT  
California Civil Code section 8416(a)(7) and (c)  
California Civil Code Section 3084(a)(6), (c)(1)(a)

AFFIDAVIT FOR SERVICE ON THE OWNER

California Civil Code Section 8416 (a)(7) and (c)(1)

I, Gale Washington, declare that I served a copy of this Mechanics' Lien and Notice of Mechanics' Lien by registered mail, certified mail, or first-class mail, evidenced by a certificate of mailing, postage prepaid, addressed to the owner(s) or reputed owner(s) of the property:

Name and title of person or entity served: Craig M. Crosby, Trustee  
Craig M. Crosby Living Trust dated March 22, 2011

Service Address: 18 CERRO CREST DR, CAMARILLO, CA 93010-1604  
Certified Mail/RRR: 7022 2410 0001 6930 5556/9590 9402 9040 4122 4528 83

Said service address is the owner's residence, place of business, or address shown by the building permit on file with the permitting authority for the work.

Executed on February 13, 2025 at Colorado Springs, Colorado

By:   
Gale Washington

