
TEXAS



REAL ESTATE COMMISSION

DOUGLAS E. OLDMIXON, ADMINISTRATOR

Standards & Enforcement Services

Direct Line: (512) 936-3005

Facsimile: (512) 936-3809

December 3, 2015

J. Hinken

Sent Via Email: [REDACTED]

Re: Our File No. 160485

Dear Ms. Hinken:

We have received your complaint against Kelley Anne Harris and have assigned the referenced file number. However, due to the nature of your complaint, the Commission will not be able to proceed further.

The Commission is charged with administering The Real Estate License Act (the "Act") found in Chapter 1101 of Texas Occupations Code and the Rules of the Texas Real Estate Commission, Title 22 of the Texas Administrative Code (the "Rules"). The Commission only has authority to take appropriate disciplinary action should a person be found to be in violation of the Act or Rules.

The Commission has authority to investigate complaints and take disciplinary action against persons under the provisions of The Real Estate License Act. The Commission does not have jurisdiction over contract disputes between parties to contracts. Furthermore, the Legislature has not seen fit as this time for the Commission to take action against a licensee for threatening or unprofessional behavior.

Although this office does not have jurisdiction to open your complaint, this does not preclude you from possible civil remedies. You may wish to consult a private attorney and seek court assistance.

This concludes our consideration of this matter.

Sincerely,

Raquel Salazar
Legal Assistant II

RS:kl

Non-Order Complaint Closing Sheet (blue sheet)

Atty/LA initials RS

Complaint No: 160485

Date: 12/3/15

Respondent: Kelley Anne Harris Lic/Entity#: 405740

Violations (if any):

☒ NONE

Discipline: NJUR - No Jurisdiction

☒ NONE

Dates: Impose 12/3/15 Start

Add'l Respondent:

Lic/Entity#:

Violations (if any):

☐ NONE

Discipline:

☐ NONE

Dates: Impose

Start

Add'l Respondent:

Lic/Entity#:

Violations (if any):

☐ NONE

Discipline:

☐ NONE

Dates: Impose

Start

Add'l Respondent:

Lic/Entity#:

Violations (if any):

☐ NONE

Discipline:

☐ NONE

Dates: Impose

Start

Complaint Category (choose 1-4): 13 - Sales - Other
SELECT

SELECT

SELECT

Case Disposition Code: "Jurisdiction Codes" NJNA - No Jurisdiction not licensee activity
12/3/15 (closing letter date)

Disposition Date:

Close Case Status: ☒ YES ☐ NO

SES case modifier on Licensing Screen: ☐ ADD ☐ DELETE ☐ REMAIN

Nuke: ☐ ADD ☐ DELETE ☐ REMAIN ☒ N/A

Send Letter by: ☐ Certified Mail ☐ Regular Mail ☐ Email ☒ N/A

Copy of Advisory Letter in Master File: ☐ YES ☐ NO ☒ N/A

Clean File: ☒ YES ☐ NO

Clear Application Background Check: ☐ YES ☐ NO ☒ N/A

Special Instructions:

Attorney approval:

Date:

Rev. 1/16/14

Exhibit

16


Consumer Complaints
Logged in to Texas Department of Insurance as
JESUSA HAYGOOD


Workspace | Consumer Services | Inquiries | Printing | Miscellaneous | Administration

Review/Update Problem Report

Document Management Interface
History Log
Search Problem Report

Report ID	Status	Open Date	Report Type	Respondent	Complainant
116015	Closed	11-25-2015	Complaint	AUSTIN TITLE COMPANY	Hinken, J

Printable Version
Activity Log 

Actions	Dispositions	Reasons	Related Documents
Audits	Involved Parties 	Recoveries	Staff Members
Comments	Problem Report Details	Related Cases	Violations

☒ **Problem Report Details** Top

Report ID 116015
Status +

Report Type
Opened Date 11-25-2015
Days Open 94

Closed Date 02-26-2016

Description

Title

Review/Update Complainant

Complainant
EIN/SSN
Role
Age Group

☒ **Complainant Contact Information** Top

Respondents

Name	EIN/SSN	Employment Type	NAIC ID/NPN	Complaint Confirmed
<input checked="" type="checkbox"/> AUSTIN TITLE COMPANY	75-2345570	Other		No

Source
Incident Date
Finding Type
Subject
System Source Sircon For States

Complaint Type
Received Date

Subject Additional Details

Insurer
Agent/Agency
Type Of Insurance
Coverage
Coverage Type
Coverage Level

Sublevel One ☐

Sublevel Two ☐

Sublevel Three ☐

Reasons[Top](#)

Respondent	Category	Type Reason Types
AUSTIN TITLE COMPANY	Title Insurance	Contract Disputes

Actions[Top](#)**Involved Parties**[Top](#)**Related Cases**[Top](#)**Violations**[Top](#)**Dispositions**[Top](#)

Date	Respondent	Disposition Type	Disposition Amount	Paid Amount
02-26-2016	AUSTIN TITLE COMPANY	Contract Language/Legal Issue		
02-26-2016	AUSTIN TITLE COMPANY	Question of Fact		

Audits[Top](#)**Related Documents**[Top](#)**Staff Members**[Top](#)**Comments**[Top](#)**Recoveries**[Top](#)

[Home](#) | [Help](#) | [Release Notes](#)
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November 23, 2015

Texas Dept of Insurance
Austin, TX 787

Re: Complaint against Title Company Austin Title Company
Bastrop, TX 78602

RECEIVED
CONSUMER PROTECTION
NOV 25 2015
TEXAS DEPARTMENT
OF INSURANCE

I would like to file a complaint against Austin Title Company, who closed on the sale of my property to Anastacio & Laura Reyna in August, 2015. I was out of state at the time of the sale, & it was frustrating that although numerous closings were scheduled between the dates of June 15 until August 13th, and despite my request for the closing figures, I did not receive them or other necessary information. I requested Beth Hartman, as I was pleased with her prior performance; I was never told not only that she wasn't the closing agent, but who the agent was. Nor was I told about the requirement for a Mobile Notary Service (there wasn't one a year prior), nor that there was a charge for it. But it is the Title company's habit of unilaterally deciding that written contracts are what they want them to be, rather than as they are, that are the real problem.


There was/is a problem where Bastrop West Water utility illegally removed the meter from the property, in order to extort money prior to the sale. From the beginning, I have stated I refuse to pay this ~~bill~~ bill as it is not valid; I have had no service agreement with BWW since I sold the house in 2014 & nothing owing at that time. I agreed to put the amount of the alleged bill (which has varied on a weekly basis) in escrow until the Formal PUC complaint (45207) has been resolved. On 10/21/15, in their formal response to PUC, BWW stated that they did not require anything but a ~~reconnect~~ reconnect fee from the buyers. Nor have I ever received an invoice TO THE SELLERS, only the alleged bill to ME. Since the alleged bill has not been paid at this time, since the escrow was solely to ensure that the Buyers not be charged for a previous bill, this money is owed to me.

The Escrow Agreement I signed states, "All parties must agree on the final amount to be paid to Bastrop West Water Company or if funds are not used...." It also has a clause where the escrow agent may tender the funds into court for settlement, or back to me. I have yet to receive them despite my requests.

On October 5th, I received an email from Dalana Goetz stating that she would release the funds to Bastrop West Water/Buyers, without my signed Release of funds. Yet although she received my October 22 email stating that BWW denied all claims on the buyers for the Seller's alleged bill, and my November 12 email requesting it be returned to me, I have yet to receive the money.

And this is not the first time that the actual performance from the Title company has differed from their written contract. Although I was not informed of the Mobile Notary charges in advance, when I finally received the closing funds, I was charged a different amount than that on the closing statement. The excess amount was eventually refunded, but not until I had to make a formal complaint.

I believe that the Austin Title company should be required to abide by the written contracts that they themselves wrote. Thank you for your time & consideration.


Attachments: Escrow Agreement, 10/22/15 email, 1/12/15 email

BWW 00015



TEXAS DEPARTMENT OF INSURANCE

Compliance Division - Consumer Protection (111-1A)

333 Guadalupe, Austin, Texas 78701 ★ PO Box 149091, Austin, Texas 78714-9091
(800) 252-3439 | F: (512) 490-1007 | TDI.texas.gov | @TexasTDI

11/16/15

DATE

Complaint Form

Contact Information

J Hinken

NAME

PROVIDER (if applicable)

ADDRESS

Cedar Creek

TX

78612

CITY

STATE

ZIP CODE

608-298-3995

real0est@hotmail.com

real0est@hotmail.com

PREFERRED PHONE

WORK PHONE

EMAIL

CONFIRM EMAIL

TDI may release my email address in response to a public information request? ☐ Yes ☒ No

Policyholder Information (if different than above)

NAME

ADDRESS

CITY

STATE

ZIP CODE

My Complaint Is Against

Austin Title Company

INSURANCE COMPANY NAME

Dalana Goetz

INSURANCE AGENT/AGENCY NAME

INSURANCE ADJUSTER NAME

OTHER NAME

Policy Information

INSURANCE POLICY NUMBER

CLAIM NUMBER

DATE OF LOSS

TYPE OF POLICY

Accident

☐ Annuity

☐ Automobile

☐ Bond

Commercial

Disability

☐ Flood

Federal

Health

HMO

Homeowner

☐ Liability

☐ Life

☐ Medicare

Supplement

☐ PPO

☒ Title

☐ Warranty Contract

Windstorm

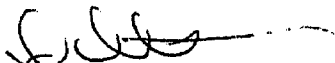
Workers' Compensation

☐ Other: _____

My complaint is:

What do you consider a fair resolution to your problem?

If you need more space, please attach additional pages.


SIGNATURE

11/23/15
DATE

Note: A copy of this complaint will be sent to the insurance companies or agents involved.

Have you submitted this complaint to TDI previously? Yes ☐ No ☒ Complaint ID # _____

Submitting Your Complaint

Please submit complaints:

- **Online:** Use the Online Complaint Portal at www.tdi.texas.gov/consumer/complfrm.html.
- **By mail:** MC 111-1A, Consumer Protection, Texas Department of Insurance, P.O. Box 149091, Austin, Texas 78714-9091
- **In person or by delivery service:** Texas Department of Insurance, Consumer Protection (111-1A), 333 Guadalupe St., Austin, Texas 78701
- **By fax:** (512) 490-1007
- **By email:** ConsumerProtection@tdi.texas.gov

Note: We can only accept hard copies, CDs, USB flash drives, and email attachments with documents, photos, and videos in PDF or JPEG format. We can't accept links to online documents and pictures.

Box 149091
78714

3

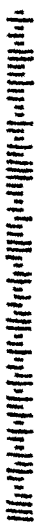
TX Dept Ins
PO Box 149091
Austin TX 78714-9091

AUSTIN TX 787
RPO GRADED DISTRICT
24 NOV 2015 PM 2:1

RECEIVED
NOV 25 2015
TEXAS DEPT. OF INSURANCE
MAIL SERVICES



78714-909191



BWW 000157



TEXAS DEPARTMENT OF INSURANCE

Compliance Division - Consumer Protection (111-1A)

333 Guadalupe, Austin, Texas 78701 ★ PO Box 149091, Austin, Texas 78714-9091
(800) 252-3439 | F: (512) 490-1007 | TDI.texas.gov | @TexasTDI

December 16, 2015

AUSTIN TITLE COMPANY
9600 N MOPAC EXPRESSWAY SUITE 125
AUSTIN TX 78759

Sent via Email: [REDACTED]

PROBLEM REPORT ID: 116015
SUBJECT(S): J HINKEN
ANASTACIO REYNA

Dear Austin Title Company:

A complaint has been filed against Austin Title. We have enclosed a copy of the complaint for your review.

To assist in our evaluation of this complaint, please thoroughly review the complaint and respond specifically to each allegation. Please include supporting documentation.

At a minimum, provide the following information with your response:

- a copy of the sales contract
- any addendum to sales contract
- title commitment
- HUD settlement statement
- disbursement worksheet
- any agreements signed at closing
- title insurance policy

You must send your response within 15 days after receiving this letter. If you are unable to respond within the 15-day limit, you must request an extension in writing. If you fail to respond, you may be subject to enforcement action.

We are providing the enclosed information for complaint resolution only. Some of the enclosed information may be confidential. *[For example, the enclosed information may include private information protected by the doctrine of common law privacy, or individual e-mail addresses protected by the Texas Public Information Act.]* Disclosure of this information to you does not constitute public release of this information. If you would like more information about the public or confidential nature of information maintained by the Texas Department of Insurance, please consult the open records information on the TDI Web page at www.tdi.texas.gov.

Please include the PRI 116016 on any correspondence relating to this matter. Fax your response to 512-490-1007.

Sincerely,

P&C Intake Unit 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091
E-mail: PCIntakeUnit@tdi.texas.gov

Enclosure/mth



TEXAS DEPARTMENT OF INSURANCE

Compliance Division - Consumer Protection (111-1A)

333 Guadalupe, Austin, Texas 78701 * PO Box 149091, Austin, Texas 78714-9091
(800) 252-3439 | F: (512) 490-1007 | TDI.texas.gov | @TexasTDI

December 16, 2015

J HINKEN
PO BOX 149091
AUSTIN TX 78714-9091

PROBLEM REPORT ID: 116015
SUBJECT ENTITIES: AUSTIN TITLE COMPANY
DALANA SUE GOETZ

Dear J Hinken:

We received your complaint against Austin Title. We have opened a complaint file concerning this matter and are beginning an investigation. We will keep you informed about the progress of our review.

If you have any documents that may assist us in reviewing your complaint, please send us a copy. Helpful documents may include:

- a copy of the real estate sales contract
- any addendum to the sale contract
- title commitment
- HUD settlement statement
- disbursement worksheet
- any agreements signed at closing
- title insurance policy

Please keep us informed of any developments or changes in the circumstances relating to this matter. If you resolve your complaint with the title company, please let us know. Please include the PRI 116015 on all correspondence about your complaint.

If you have any questions, please contact us by phone at 1-800-252-3439 or email at consumer.protection@tdi.texas.gov.

Sincerely,

P&C Intake Unit 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091
E-mail: PCIntakeUnit@tdi.texas.gov

Enclosure/mth

If your complaint included additional documents, they require your expressed permission for our release. If you approve of the release of attached documents, please complete and return the enclosed form.

BWW 00016

To expedite the resolution of your complaint, please return the signed form by mail, fax, or email as soon as possible.

Mail: Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, Texas 78714-9091

Fax: (512) 490-1007 or
Email: ConsumerProtection@tdi.texas.gov

PROBLEM REPORT ID: 116015
COMPLAINANT: J HINKEN

Authorization to Disclose Protected Health Information or Other Confidential Information

In order to fully resolve a complaint filed with TDI, TDI may need to disclose your protected health information or other confidential information provided with the complaint. Please read this entire form before signing and complete all the sections that apply to you.

Covered entities, as that term is defined by Texas Health & Safety Code § 181.001, and including TDI, must obtain a signed authorization from the individual or the individual's legally authorized representative to electronically disclose that individual's protected health information. Authorization is not required for disclosures related to treatment, payment, health care operations, performing certain insurance functions, or as may be otherwise authorized by law.

NAME OF PATIENT OR INDIVIDUAL

OTHER NAMES USED

DATE OF BIRTH

ADDRESS

CITY

STATE

ZIP CODE

PHONE

ALTERNATE PHONE

EMAIL (OPTIONAL)

I authorize the following to disclose the individual's protected health information or other confidential information:
Texas Department of Insurance
333 Guadalupe
Austin, TX 78701

Who can receive and use the health information or other confidential information?

PERSON/ORGANIZATION NAME

ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

By signing this form, I also authorize TDI to share the complaint and any attached documents, which may contain my health information or other confidential information, with other state, federal, and international regulatory agencies and law enforcement authorities.

Reason for disclosure: Complaint filed with the Texas Department of Insurance.

What information can TDI disclose? Complete the following by indicating those items that you want TDI to disclose. A minor patient must sign for the release of some of these items.

☐ All health information ☐ Email address ☐ All other information

Your signature is required to release the following information:

____ Mental health records (excluding psychotherapy notes)
____ Genetic information (including genetic test results)
____ Drug, alcohol, or substance abuse records
____ HIV/AIDS test results/treatment
____ Motor vehicle records

Effective time period (optional). This authorization is valid until the earlier of the occurrence of the death of the individual; the individual reaching the age of majority; or permission is withdrawn; or the following specific date:

MONTH

DAY

YEAR

Right to revoke: I understand that I can withdraw my permission at any time by giving written notice stating my intent to revoke this authorization to the person or organization or agency named under "Who can receive and use the health information or other confidential information." I understand that withdrawing my permission will not affect prior actions taken in reliance on this authorization by entities that had permission to access my health information or other confidential information.

Signature authorization: I have read this form and agree to the uses and disclosures of the information as described. I understand that refusing to sign this form does not stop disclosure of health information or other confidential information that has occurred prior to revocation or that is otherwise permitted by law without my specific authorization or permission, including disclosures to covered entities as provided by Texas Health & Safety Code §181.154(c). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by federal or state privacy laws.

SIGNATURE OF INDIVIDUAL OR INDIVIDUAL'S LEGALLY AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE (IF APPLICABLE)

If representative, specify relationship to the individual:

☐ Parent of minor ☐ Guardian Other _____

A minor individual must sign to authorize the release of certain types of information, including for example, the release of information related to certain types of reproductive care, sexually transmitted diseases, and drug, alcohol or substance abuse, and mental health treatment (See, for example, Texas Family Code § 32.003).

SIGNATURE OF MINOR INDIVIDUAL

DATE

Access and Correction of Personal Information

With few exceptions, you are entitled to be informed about the information that the Texas Department of Insurance (TDI) collects about you. Under sections 552.021 and 552.023 of the Texas Government Code, you have a right to review or receive copies of information about yourself, including private information. However, TDI may withhold information for reasons other than to protect your right to privacy. Under section 559.004 of the Texas Government Code, you are entitled to request that TDI correct information that TDI has about you that is incorrect. For more information about the procedure and costs for obtaining information from TDI or about the procedure for correcting information kept by TDI, please email TDI's Legal Services Division at AgencyCounsel@tdi.texas.gov or review TDI's Corrections Procedures (www.tdi.texas.gov/commish/legal/lccorprc.html).

From: Maria Harp
Sent: Wednesday, December 16, 2015 3:23 PM
To: [REDACTED]
Subject: pri-116015/j hinken



TEXAS DEPARTMENT OF INSURANCE

Compliance Division - Consumer Protection (111-1A)
333 Guadalupe, Austin, Texas 78701 ★ PO Box 149091, Austin, Texas 78714-9091
(800) 252-3439 | F: (512) 490-1007 | TDI.texas.gov | @TexasTDI

RECEIVED
CONSUMER PROTECT

DEC 21 2015

TEXAS DEPARTMENT
OF INSURANCE

December 16, 2015

J HINKEN

PO BOX 149091

AUSTIN TX 78714-9091

PROBLEM REPORT ID: 116015
SUBJECT ENTITIES: AUSTIN TITLE COMPANY
DALANA SUE GOETZ

Dear J Hinken:

We received your complaint against Austin Title. We have opened a complaint file concerning this matter and are beginning an investigation. We will keep you informed about the progress of our review.

If you have any documents that may assist us in reviewing your complaint, please send us a copy. Helpful documents may include:

- a copy of the real estate sales contract
- any addendum to the sale contract
- title commitment
- HUD settlement statement
- disbursement worksheet
- any agreements signed at closing
- title insurance policy

Please keep us informed of any developments or changes in the circumstances relating to this matter. If you resolve your complaint with the title company, please let us know. Please include the PRI 116015 on all correspondence about your complaint.

If you have any questions, please contact us by phone at 1-800-252-3439 or email at consumer.protection@tdi.texas.gov.

Sincerely,

P&C Intake Unit 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091
E-mail: PCIntakeUnit@tdi.texas.gov

Enclosure/mth

If your complaint included additional documents, they require your expressed permission for our release. If you approve of the release of attached documents, please complete and return the enclosed form.

BWW 00016

To expedite the resolution of your complaint, please return the signed form by mail, fax, or email as soon as possible.

Mail: Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, Texas 78714-9091

Fax: (512) 490-1007 or
Email: ConsumerProtection@tdi.texas.gov

PROBLEM REPORT ID: 116015
COMPLAINANT: J HINKEN

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Covered entities, as that term is defined by Texas Health & Safety Code § 181.001, and including TDI, must obtain a signed authorization from the individual or the individual's legally authorized representative to electronically disclose that individual's protected health information. Authorization is not required for disclosures related to treatment, payment, health care operations, performing certain insurance functions, or as may be otherwise authorized by law.

NAME OF PATIENT OR INDIVIDUAL

OTHER NAMES USED

DATE OF BIRTH

ADDRESS

CITY

STATE

ZIP CODE

PHONE

ALTERNATE PHONE

EMAIL (OPTIONAL)

I authorize the following to disclose the individual's protected health information or other confidential information:

Texas Department of Insurance
333 Guadalupe
Austin, TX 78701

Who can receive and use the health information or other confidential information?

PERSON/ORGANIZATION NAME

ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

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Your signature is required to release the following information:

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____ Genetic information (including genetic test results)
____ Drug, alcohol, or substance abuse records
____ HIV/AIDS test results/treatment
____ Motor vehicle records

Effective time period (optional). This authorization is valid until the earlier of the occurrence of the death of the individual; the individual reaching the age of majority; or permission is withdrawn; or the following specific date:

____ MONTH

____ DAY

____ YEAR

Right to revoke: I understand that I can withdraw my permission at any time by giving written notice stating my intent to revoke this authorization to the person or organization or agency named under "Who can receive and use the health information or other confidential information." I understand that withdrawing my permission will not affect prior actions taken in reliance on this authorization by entities that had permission to access my health information or other confidential information.

Signature authorization: I have read this form and agree to the uses and disclosures of the information as described. I understand that refusing to sign this form does not stop disclosure of health information or other confidential information that has occurred prior to revocation or that is otherwise permitted by law without my specific authorization or permission, including disclosures to covered entities as provided by Texas Health & Safety Code §181.154(c). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by federal or state privacy laws.

____ SIGNATURE OF INDIVIDUAL OR INDIVIDUAL'S LEGALLY AUTHORIZED REPRESENTATIVE

____ DATE

____ PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE (IF APPLICABLE)

If representative, specify relationship to the individual:

☐ Parent of minor

☐ Guardian

Other _____

A minor individual must sign to authorize the release of certain types of information, including for example, the release of information related to certain types of reproductive care, sexually transmitted diseases, and drug, alcohol or substance abuse, and mental health treatment (See, for example, Texas Family Code § 32.003).

____ SIGNATURE OF MINOR INDIVIDUAL

____ DATE

Access and Correction of Personal Information

With few exceptions, you are entitled to be informed about the information that the Texas Department of Insurance (TDI) collects about you. Under sections 552.021 and 552.023 of the Texas Government Code, you have a right to review or receive copies of information about yourself, including private information. However, TDI may withhold information for reasons other than to protect your right to privacy. Under section 559.004 of the Texas Government Code, you are entitled to request that TDI correct information that TDI has about you that is incorrect. For more information about the procedure and costs for obtaining information from TDI or about the procedure for correcting information kept by TDI, please email TDI's Legal Services Division at AgencyCounsel@tdi.texas.gov or review TDI's Corrections Procedures (www.tdi.texas.gov/commish/legal/lccorprc.html).



Texas Department of Insurance
 Consumer Protection, MC 111-1A
 333 Guadalupe St. • P.O. Box 149091, Austin, Texas 78714-9091
www.tdi.texas.gov

RETURN SERVICE REQUESTED

RECEIVED

DEC 21 2015

TEXAS DEPT. OF INSURANCE
 MAIL SERVICES

DEC

OFFICIAL BUSINESS
 STATE OF TEXAS
 PENALTY FOR PRIVATE USE

neopost[®]
 12/16/2015
US POSTAGE **\$000.41**
 FIRST-CLASS MAIL
 AUTO



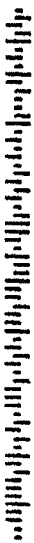
ZIP 78701
 07411209074

3

DEC

21

55 KGV-438 78714



FAX

Date: 12/22/2015 12:53:58 PM

Pages: 1

Subject: Claim no. 531228

To:

From: elisha desmangles

Organization:

Organization: Fidelity National Financial

Fax Number: 15124901007

Fax Number: 402-496-8802

Phone Number:

Phone Number: 402-498-7033

Email: [REDACTED]

Comments:

Good Afternoon,

Please see the attached sent on behalf of Neeralee Patel. Should you have any questions or concerns, please contact Ms. Patel directly.

Best,

Elisha Desmangles
Legal Assistant

Sent by MFS-Text Systems
FaxFinder

If you received this fax in error, or would like to opt-out, please call
or email

, fax

12/22/2015 12:55PM (GMT-06:00)

BWW 00016



Alamo Title Insurance

A Fidelity National Financial Company

December 22, 2015

VIA FAX AND US MAIL
(512) 490-1007

Texas Department of Insurance,
P&C Intake Unite 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091

RE: Problem Report ID: 116015 ("Complaint")
 Complainant: Jade Hinken
 Property Address: 000 Edmonson Lane,
 Cedar Creek, TX 78612 ("Property")

Dear Sir or Madam:

Please be advised that Alamo Title Insurance ("Company") is continuing to review the Complaint. Presently, the Company is in need of certain documents pertaining to closing in order to complete a thorough analysis of the issue. The Company will provide you with a response to the Complaint as soon as possible. Thank you for your patience in the meantime.

As always, please feel free to contact me at [REDACTED] with any questions you may have. All future correspondence regarding this claim should be directed to my attention. Please include the above claim number on all future correspondence.

Sincerely,

Neeralee Patel
Associate Claims Counsel



Alamo Title Insurance

A Fidelity National Financial Company

RECEIVED
CONSUMER PROTECTION
DEC 28 2015
TEXAS DEPARTMENT
OF INSURANCE

December 22, 2015

VIA FAX AND US MAIL
(512) 490-1007

Texas Department of Insurance,
P&C Intake Unit 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091

RE: Problem Report ID: 116015 ("Complaint")
 Complainant: Jade Hinken
 Property Address: 000 Edmonson Lane,
 Cedar Creek, TX 78612 ("Property")

Dear Sir or Madam:

Please be advised that Alamo Title Insurance ("Company") is continuing to review the Complaint. Presently, the Company is in need of certain documents pertaining to closing in order to complete a thorough analysis of the issue. The Company will provide you with a response to the Complaint as soon as possible. Thank you for your patience in the meantime.

As always, please feel free to contact me at [REDACTED] with any questions you may have. All future correspondence regarding this claim should be directed to my attention. Please include the above claim number on all future correspondence.

Sincerely,

Neeralee Patel
Associate Claims Counsel



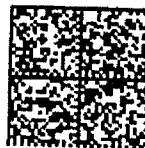
2533 North 117th Avenue
Omaha, NE 68164-3679

RECEIVED
DEC 28 2015

TEXAS DEPT. OF INSURANCE
MAIL SERVICES

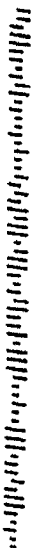
✓

Texas Department of Insurance,
P&C Intake Unit 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091



UNITED STATES POSTAGE
PITNEY BOWES
\$000.485
02 1P
0000858284 DEC 22 2015
MAILED FROM ZIP CODE 68108

7871439091 B100



FAX

Date: 01/05/2016 09:52:20 AM

Pages: 4

Subject: Problem Report ID: 116015

To:

From: elisha desmangles

Organization:

Organization: Fidelity National Financial

Fax Number: 15124901007

Fax Number: 402-496-8802

Phone Number:

Phone Number: 402-498-7033

Email: ~~XXXXXXXXXXXXXXXXXXXX~~

Comments:

Good Morning,

Please see the attached sent on behalf of Neeralee Patel. Should you have any questions or concerns, please contact Ms. Patel at ~~XXXXXXXXXXXXXXXXXXXX~~.

Regards,

Elisha Desmangles
Legal Assistant to Neeralee Patel
Fidelity National Title Group

Send by Multi-Tech Systems
FaxFinder

If you received this fax in error, or would like to opt-out, please call _____, fax _____ or email _____



Alamo Title Insurance

A Fidelity National Financial Company

January 5, 2016

VIA FAX AND US MAIL

(512) 490-1007

Texas Department of Insurance,
P&C Intake Unit 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091

RE: Problem Report ID: 116015
Complainant: J. Hinken
Property Address: 000 Edmonson Lane,
Cedar Creek, TX 78612

Dear Sir or Madam:

This letter is in response to the Notice of complaint, Problem Report ID 116015 (the "Complaint"), filed by J. Hinken ("Complainant") with the Texas Department of Insurance, Compliance Division – Consumer Protection (111-1A), against Alamo Title Insurance (the "Company"). The Company has reviewed the Complaint and the supporting documentation include herewith and can now provide a response.

On or about November 23, 2015, the Complainant filed the Complaint contesting certain funds held in escrow as a result of a Bastrop West Water Company bill ("BWW Bill"). The Complainant says that the funds were never disbursed to her pursuant to an escrow agreement ("Escrow Agreement"). Consequently, the Complainant is requesting that the Company "be required to abide by the written [contract]" and disburse the Escrow Funds.

The facts, as understood by the Company, are as follows: On August 13, 2015, the Company closed a sales transaction between the Complainant and Anastacio and Laura Reyna ("Buyers") involving property located at 000 Edmonson Lane, Cedar Creek, TX 78612 ("Property"). Based on the Company's investigation, the Buyers' Realtor, Kelley Harris, contacted

Bastrop West Water Company ("BWW") before closing to inquire about water services for the Property. At this time, she learned about the BWW Bill in the amount of [REDACTED]. The BWW Bill arose from certain services performed for the Complainant while she owned the Property. Specifically, the BWW Bill is comprised of two charges: (1) a [REDACTED] charge for repairs to the water main after damage caused by one of the Complainant's contractors on January 29, 2015, and (2) a [REDACTED] charge for installing a new water meter pursuant to an agreement on February 2, 2015. Based on the Company's investigation, it appears that although there is a charge for the installation of a meter, the meter was removed after the Complainant denied having requested installation of the meter and refused to pay the [REDACTED] for installation. Consequently, before closing, there was no water meter or water service for the Property.

Upon discovery of the BWW Bill, Ms. Harris and the Buyers requested that the Complainant pay the BWW Bill so that the Buyers could receive water service at the Property. The Complainant, however, refused to pay the BWW Bill since she believed it was an attempt by BWW to "extort money prior to the sale" and therefore "not valid." Subsequently, the Complainant initiated a Public Utilities Commission complaint (Complaint Number 45207) contesting the validity of the BWW Bill ("PUC Complaint"). Pursuant to the Claimant's decision to initiate the PUC Complaint, the Buyers, the Complainant, and the escrow agent entered into the Escrow Agreement on August 12, 2015, in order to close the sale. The Escrow Agreement provides that [REDACTED] be held in escrow ("Escrow Funds") pending satisfaction of the following:

2. Restoring the water meter. All parties must agree on the final amount to be paid to Bastrop West Water Company or if funds are not used for the Water installation/restoration, all parties must agree to release the funds to the seller. Seller agrees to sign disbursement release within 5 business days of receipt of the invoice. All parties but sign the disbursement of funds. (Emphasis Added).

Based on the Company's written records, Ms. Harris received a copy of an invoice for the BWW Bill on August 11, 2015 ("Invoice"). The Invoice was subsequently given to the Complainant since she had agreed to "sign disbursement release within 5 days of receipt of the [Invoice]." The Company's investigation demonstrates that the Complainant received the Invoice on more than one occasion. When the Complainant received the Invoice, she refused to release the Escrow Funds because she believed that she "[had] not received a legitimate invoice" and her "attorney had advised [her] not to pay until the PUC made its final ruling." Suspecting the Escrow Funds would not be disbursed to BWW in time, Ms. Harris paid the BWW Bill out of her personal funds on September 8, 2015.

In accordance with the Escrow Agreement, since the Escrow Funds were "not used for the Water installation/restoration," the escrow agent sought the agreement of the Complainant and the Buyer before it would release the Escrow Funds. When the Complainant requested that Escrow

Funds be disbursed back to her on October 22, 2015, the escrow agent specifically informed her that it "[would] not release the funds to [the Complainant] without the [Buyers'] signatures." When the Complainant requested the Escrow Funds be disbursed a second time on November 12, 2015, the escrow agent contacted the Buyers' Realtor inquiring whether "the [Buyers are] willing to release the funds." The closing agent again contacted both the Complainant and Buyers in December 2015, stating that if the Complainant and Buyers had "come into agreement on who will receive these funds, [it] need[s] a signed authorization signed by all parties showing agreement on how the funds are to be disbursed." Based on the Company's investigation, the parties have not come to an agreement so the Escrow Funds have not been released to date.

In her Complaint, the Complainant also states that the "[Escrow Agreement]...has a clause where the escrow agent may tender the funds into court for settlement, or back to [the Complainant.]" The provision is as follows:

6. In the event no written notification is received by Escrow Agent on or before [September 14, 2015], Escrow Agent, at its sole discretion, shall pay all remaining funds to [Complainant] without recourse or liability to Escrow Agent and its underwriter and without notice to the undersigned.

7. In the event a controversy arises over said funds, Escrow Agent, at its sole discretion, may tender the funds into court for settlement, after deducting its attorney's fees, court costs, and escrow fees, if any, which have accrued.

(Emphasis Added).

Although Paragraphs 6 and 7 of the Escrow Agreement grant the escrow agent the ability, depending on the circumstances, to either pay the Escrow Funds to the Complainant or tender the Escrow Funds into court for settlement, the escrow agent may do so *at its sole discretion*. Here, the escrow agent decided to act pursuant to Paragraph 2, cited earlier, and obtain the agreement of all parties before releasing the Escrow Funds. This is also consistent with paragraph 5 of the Escrow Agreement which states:

5. The funds are to be released ONLY upon written notification given by ALL PARTIES.

Consequently, although the escrow agent did not take those steps available to it under Paragraphs 6 and 7, the Company does not believe the escrow agent violated the Escrow Agreement as the escrow agent's actions comport with Paragraphs 2 and 5 of the Escrow Agreement. Furthermore, the Company does not believe that the escrow agent abused its discretion in handling the Escrow Funds. Under Texas law, the fiduciary duty of an escrow agent "consists

of (1) the duty of loyalty, (2) the duty to make full disclosure, and (3) the duty to exercise a high degree of care to conserve the money and pay it only to those persons entitled to receive it. *Bell v. Safeco Title Ins. Co.*, 830 S.W.2d 157, 161 (Tex. App. 1992), writ denied (Sept. 9, 1992). In this case the escrow agent appears to have exercised a high degree of care in conserving the money to ensure the proper party is the recipient. As such, there is no indication that the escrow agent breached any duty.

Based on the foregoing, it is the Company's position that the escrow agent's actions did not violate the Escrow Agreement or fiduciary obligation. The Company's review of the documents associated with this transaction confirm that no Escrow Funds have been released without the Complainant's consent. Furthermore, the Escrow Agent's retention of the Escrow Funds is pursuant to the Escrow Agreement entered into by the Complainant which requires that the Escrow Agent get the authorization of all parties before the Escrow Funds can be released to the Complainant. Written documents associated with this claim demonstrate that the Escrow Agent has reached out to both the Complainant and Buyers to have the Escrow Funds released; however, the Escrow Agent has been unable to receive the consent of both parties. As there appears to be no violation of the Texas Insurance Code at this time, the Company respectfully requests that the Texas Department of Insurance determine this Complaint to be unfounded and close its file.

Please contact me at (402) 498-7001 or [REDACTED] if you have any questions or require any additional information. Thank you.

Sincerely,



Neerafee Patel
Associate Claims Counsel

Greg Pittenger

From: Hataway, Janice <[REDACTED]>
Sent: Thursday, December 17, 2015 8:22 AM
To: PCIntakeUnit
Subject: FW: pri-116015/j hinken
Attachments: C:\Users\mharp\AppData\Local\Temp\DMS525aa8b.tif

Good Morning!

The attached was received. We will review our records and provide a response within the required timeframe.

Thank you,

Janice (JJ) Hataway
Sr. Vice President
Operations Manager
Austin Title Company
9600 N. MoPac Expwy, Ste. 125
Austin, TX 78759
512-954-8212 direct
210-837-2217 mobile

From: Maria Harp (mailto:Maria.Harp@tdi.texas.gov)
Sent: Wednesday, December 16, 2015 3:23 PM
To: Hataway, Janice [REDACTED]
Subject: pri-116015/j hinken

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

Dwight Meredith

From: T PE <real0est@hotmail.com>
Sent: Monday, December 21, 2015 2:10 PM
To: ConsumerProtection
Subject: Re: Austin Title complaint 116015
Attachments: ReleaseofEscrowAgreement.pdf

This is the October 5th email stating that the Title company would release funds WITHOUT my signature

Hello,

I filed a complaint against the Austin Title company, located in Bastrop TX 78602 earlier this month. I am forwarding emails mentioned in my original complaint.

From: Goetz, Dalana [REDACTED]
Sent: Monday, October 5, 2015 3:48 PM
To: Harris, Kelley; Hinken, J.; Reyna, Anastacio
Cc: [REDACTED]
Subject: Document Delivery Notice - Order [REDACTED] Ref 1: 000 Edmonson Ln, Cedar Creek TX 78612 Ref 2: Anastacio A. Reyna , Laura P. Reyna



DOCUMENT DELIVERY NOTICE

Please click on the attachment(s) above to access your documents.

Ms. Hinken,


We closed a transaction on August 12, 2005 which you requested our office to hold in escrow the amount of \$[REDACTED] until which time you were presented with a copy of the Bastrop Water invoice. Currently my office is still holding the escrow funds in the amount of \$[REDACTED] for Bastrop Water bill and meter installation. On two separate occasions we forwarded the the copy of the invoice submitted to our office for payment and the Release of Escrow Funds. As of today we still have not received your signed release back in our office.

If we do not receive your signed Release of Escrow Funds by October 14, 2015, we will release the funds to Bastrop Water for payment on the invoice as requested.

Thank you,



Dalana Goetz

Austin Title Company
696 Hwy 71 W, Bldg 2, Ste B
Bastrop, TX 78602
512-303-9633 phone
512-303-9649 - fax


NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

Dwight Meredith

From: T PE <real0est@hotmail.com>
Sent: Monday, December 21, 2015 2:10 PM
To: ConsumerProtection
Subject: Fw: Re; Austin Title complaint 116015
Attachments: BWW- [REDACTED].JPG

From: T PE <real0est@hotmail.com>
Sent: Monday, December 21, 2015 2:03 PM
To: consumerprotection@tdi.com
Subject: Re; Austin Title complaint 116015

Jason Aldridge, the attorney at PUC has stated to me that all parties involved with the escrow account at the closing have agreed that the Reyna's were charged only [REDACTED]

Hello,

I filed a complaint against the Austin Title company, located in Bastrop TX 78602 earlier this month. I am forwarding emails mentioned in my original complaint.

From: T PE <real0est@hotmail.com>
Sent: Thursday, October 22, 2015 7:30 PM
To: Goetz, Dalana; 'Anastasio'; Kelley Harris
Subject: BWW escrow

Hello,

In page 2 of Paul Klaus', BWW, October 21, 2015 response to Jason Aldridge, PUC Formal complaint, he states twice that he never tried charging the Reynas anything other [REDACTED] reconnection fee. (see attached).

That means BWW denies any & all claims on the [REDACTED] held in escrow. If valid, the Reyna's would have been charged the [REDACTED] reconnection whether the service was shut off July 2014, when the house was sold or this last March. So BWW has no claim on the escrow amount, which means the Reyna's have no claim, because BWW cannot charge them anything more than [REDACTED]

I don't know if you wish to wait for the final determination by PUC on October 31 or release it to me immediately.

RELEASE OF ESCROW AGREEMENT

GF#: [REDACTED]

RE: Escrow Agreement dated August 12, 2015

By and between AUSTIN TITLE COMPANY, Escrow Agent and J. Hinken.

The undersigned hereby instructs and authorizes AUSTIN TITLE COMPANY to release funds as itemized below:

[REDACTED] to Bastrop West Water Company

Anastacio A. Reyna

Laura P. Reyna

J. Hinken

- nt response, L.pdf
- a. Paul and Karen Klaus purchased BWW from the previous owners, Clyde and Karen Clardy, in January, 2012. We have no knowledge of any previous attempts of "extorting money" from Ms. Hinken in 2007. Any previous disputes regarding charges is irrelevant to the current dispute between Ms. Hinken and the current owners of BWW.
- b. BWW has never attempted to charge the new owners for a balance owed on the account. BWW advised Ms. Harris on August 11, 2015 that Ms. Hinken owed a previous balance of [REDACTED] and the new owners would be charged a reconnect fee of [REDACTED]. Exhibit 6.
- c. BWW has repeatedly informed Ms. Hinken and Mr. Jeff Hill that the resolution to this whole dispute would be to install a new meter and for each party to pay half, [REDACTED]. The total charge for a new meter is [REDACTED]. Exhibit 1. Mr. Hill paid [REDACTED] for his 1/2 of the meter charge that was agreed upon. Again, BWW has never attempted to charge the new owners anything other than the [REDACTED] reconnect fee.

II. Proper Disconnection of Water Service

- a. BWW did not receive a request from Ms. Hinken to disconnect the service on July 21, 2014. We did receive a request to transfer the name on the account to Ms.



Alamo Title Insurance

A Fidelity National Financial Company

RECEIVED
CONSUMER PROTECTION

JAN 11 2016

TEXAS DEPARTMENT
OF INSURANCE

January 5, 2016

VIA FAX AND US MAIL
(512) 490-1007

Texas Department of Insurance,
P&C Intake Unite 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091

RE: Problem Report ID: 116015
Complainant: J. Hinken
Property Address: 000 Edmonson Lane,
Cedar Creek, TX 78612

Dear Sir or Madam:

This letter is in response to the Notice of complaint, Problem Report ID 116015 (the "Complaint"), filed by J. Hinken ("Complainant") with the Texas Department of Insurance, Compliance Division – Consumer Protection (111-1A), against Alamo Title Insurance (the "Company"). The Company has reviewed the Complaint and the supporting documentation include herewith and can now provide a response.

On or about November 23, 2015, the Complainant filed the Complaint contesting certain funds held in escrow as a result of a Bastrop West Water Company bill ("BWW Bill"). The Complainant says that the funds were never disbursed to her pursuant to an escrow agreement ("Escrow Agreement"). Consequently, the Complainant is requesting that the Company "be required to abide by the written [contract]" and disburse the Escrow Funds.

The facts, as understood by the Company, are as follows: On August 13, 2015, the Company closed a sales transaction between the Complainant and Anastacio and Laura Reyna ("Buyers") involving property located at 000 Edmonson Lane, Cedar Creek, TX 78612 ("Property"). Based on the Company's investigation, the Buyers' Realtor, Kelley Harris, contacted

Bastrop West Water Company ("BWW") before closing to inquire about water services for the Property. At this time, she learned about the BWW Bill in the amount of [REDACTED]. The BWW Bill arose from certain services performed for the Complainant while she owned the Property. Specifically, the BWW Bill is comprised of two charges: (1) a [REDACTED] charge for repairs to the water main after damage caused by one of the Complainant's contractors on January 29, 2015, and (2) a [REDACTED] charge for installing a new water meter pursuant to an agreement on February 2, 2015. Based on the Company's investigation, it appears that although there is a charge for the installation of a meter, the meter was removed after the Complainant denied having requested installation of the meter and refused to pay the [REDACTED] for installation. Consequently, before closing, there was no water meter or water service for the Property.

Upon discovery of the BWW Bill, Ms. Harris and the Buyers requested that the Complainant pay the BWW Bill so that the Buyers could receive water service at the Property. The Complainant, however, refused to pay the BWW Bill since she believed it was an attempt by BWW to "extort money prior to the sale" and therefore "not valid." Subsequently, the Complainant initiated a Public Utilities Commission complaint (Complaint Number 45207) contesting the validity of the BWW Bill ("PUC Complaint"). Pursuant to the Claimant's decision to initiate the PUC Complaint, the Buyers, the Complainant, and the escrow agent entered into the Escrow Agreement on August 12, 2015, in order to close the sale. The Escrow Agreement provides that [REDACTED] be held in escrow ("Escrow Funds") pending satisfaction of the following:

2. Restoring the water meter. All parties must agree on the final amount to be paid to Bastrop West Water Company or if funds are not used for the Water installation/restoration, all parties must agree to release the funds to the seller. Seller agrees to sign disbursement release within 5 business days of receipt of the invoice. All parties but sign the disbursement of funds. (Emphasis Added).

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In accordance with the Escrow Agreement, since the Escrow Funds were "not used for the Water installation/restoration," the escrow agent sought the agreement of the Complainant and the Buyer before it would release the Escrow Funds. When the Complainant requested that Escrow

Funds be disbursed back to her on October 22, 2015, the escrow agent specifically informed her that it "[would] not release the funds to [the Complainant] without the [Buyers'] signatures." When the Complainant requested the Escrow Funds be disbursed a second time on November 12, 2015, the escrow agent contacted the Buyers' Realtor inquiring whether "the [Buyers are] willing to release the funds." The closing agent again contacted both the Complainant and Buyers in December 2015, stating that if the Complainant and Buyers had "come into agreement on who will receive these funds, [it] need[s] a signed authorization signed by all parties showing agreement on how the funds are to be disbursed." Based on the Company's investigation, the parties have not come to an agreement so the Escrow Funds have not been released to date.

In her Complaint, the Complainant also states that the "[Escrow Agreement]...has a clause where the escrow agent may tender the funds into court for settlement, or back to [the Complainant.]" The provision is as follows:

6. In the event no written notification is received by Escrow Agent on or before [September 14, 2015], Escrow Agent, at its sole discretion, shall pay all remaining funds to [Complainant] without recourse or liability to Escrow Agent and its underwriter and without notice to the undersigned.

7. In the event a controversy arises over said funds, Escrow Agent, at its sole discretion, may tender the funds into court for settlement, after deducting its attorney's fees, court costs, and escrow fees, if any, which have accrued.

(Emphasis Added).

Although Paragraphs 6 and 7 of the Escrow Agreement grant the escrow agent the ability, depending on the circumstances, to either pay the Escrow Funds to the Complainant or tender the Escrow Funds into court for settlement, the escrow agent may do so *at its sole discretion*. Here, the escrow agent decided to act pursuant to Paragraph 2, cited earlier, and obtain the agreement of all parties before releasing the Escrow Funds. This is also consistent with paragraph 5 of the Escrow Agreement which states:

5. The funds are to be released ONLY upon written notification given by ALL PARTIES.

Consequently, although the escrow agent did not take those steps available to it under Paragraphs 6 and 7, the Company does not believe the escrow agent violated the Escrow Agreement as the escrow agent's actions comport with Paragraphs 2 and 5 of the Escrow Agreement. Furthermore, the Company does not believe that the escrow agent abused its discretion in handling the Escrow Funds. Under Texas law, the fiduciary duty of an escrow agent "consists

of (1) the duty of loyalty, (2) the duty to make full disclosure, and (3) the duty to exercise a high degree of care to conserve the money and pay it only to those persons entitled to receive it. *Bell v. Safeco Title Ins. Co.*, 830 S.W.2d 157, 161 (Tex. App. 1992), writ denied (Sept. 9, 1992). In this case the escrow agent appears to have exercised a high degree of care in conserving the money to ensure the proper party is the recipient. As such, there is no indication that the escrow agent breached any duty.

Based on the foregoing, it is the Company's position that the escrow agent's actions did not violate the Escrow Agreement or fiduciary obligation. The Company's review of the documents associated with this transaction confirm that no Escrow Funds have been released without the Complainant's consent. Furthermore, the Escrow Agent's retention of the Escrow Funds is pursuant to the Escrow Agreement entered into by the Complainant which requires that the Escrow Agent get the authorization of all parties before the Escrow Funds can be released to the Complainant. Written documents associated with this claim demonstrate that the Escrow Agent has reached out to both the Complainant and Buyers to have the Escrow Funds released; however, the Escrow Agent has been unable to receive the consent of both parties. As there appears to be no violation of the Texas Insurance Code at this time, the Company respectfully requests that the Texas Department of Insurance determine this Complaint to be unfounded and close its file.

Please contact me at (402) 498-7001 or [REDACTED] if you have any questions or require any additional information. Thank you.

Sincerely,



Neeralee Patel

Associate Claims Counsel



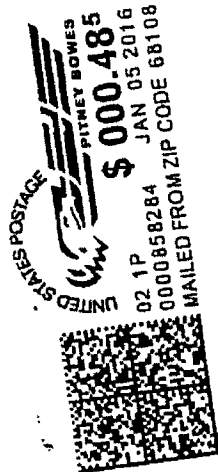
2533 North 117th Avenue
Omaha, NE 68164-3679

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JAN 11 2016

**TEXAS DEPT. OF INSURANCE
MAIL SERVICES**

Texas Department of Insurance,
P&C Intake Unite 111-1A
Complaints Resolution
P.O. Box 149091
Austin, TX 78714-9091



3



TEXAS DEPARTMENT OF INSURANCE

Compliance Division - Consumer Protection (111-1A)

333 Guadalupe, Austin, Texas 78701 * PO Box 149091, Austin, Texas 78714-9091
(800) 252-3439 | F: (512) 490-1007 | TDI.texas.gov | @TexasTDI

February 26, 2016

AUSTIN TITLE COMPANY
NEERALEE PATEL
9600 N MOPAC EXPY STE 125
AUSTIN, TEXAS 78759-6521

PROBLEM REPORT ID: 116015
SUBJECT(S): J HINKEN

Dear Ms. Patel:

Thank you for your response about the complainant listed above. The Consumer Protection Section is closing this complaint file. However, we will re-open this complaint if the Consumer Protection Section determines that the matter needs further review based on additional information from the complainant. In addition, this action by Consumer Protection does not prevent another TDI section from further investigation or action.

Sincerely,

Kevin Washington

Kevin Washington
Insurance Specialist
Compliance Division
Telephone: (512) 676-6233
E-mail: kevin.washington@tdi.texas.gov



TEXAS DEPARTMENT OF INSURANCE

Compliance Division - Consumer Protection (111-1A)

333 Guadalupe, Austin, Texas 78701 ★ PO Box 149091, Austin, Texas 78714-9091
(800) 252-3439 | F: (512) 490-1007 | TDI.texas.gov | @TexasTDI

February 26, 2016

J HINKEN
PO BOX 149091
AUSTIN TX 78714-9091

PROBLEM REPORT ID: 116015
SUBJECT(S): AUSTIN TITLE COMPANY

Dear Mr. Hinken:

We have completed our review of your complaint against Austin Title Company. The company contends that the escrow agent did not violate the escrow agreement or any fiduciary obligation.

The company has denied the allegations outlined in your letter. As such, the basis of this complaint appears to be a question of fact dispute, i.e., whether what is alleged can be proven as factual. When the nature of the dispute between a single Insured and a company is a question of fact issue, our staff is unable to mediate this type of dispute. The complainant must normally pursue legal action to have the complaint resolved in court.

While we understand your frustration, our authority is limited to the rules and statutes defined in the Texas Administrative Code and the Texas Insurance Code.

We are sorry that we were unable to resolve this matter to your satisfaction. However, please contact us again if you have other insurance problems or concerns.

Sincerely,

Kevin Washington

Kevin Washington
Insurance Specialist
Compliance Division
Telephone: (512) 676-6233
E-mail: kevin.washington@tdi.texas.gov



TEXAS DEPARTMENT OF INSURANCE

Compliance Division - Consumer Protection (111-1A)
333 Guadalupe, Austin, Texas 78701 ★ PO Box 149091, Austin, Texas 78714-9091
(800) 252-3439 | F: (512) 490-1007 | TDI.texas.gov | @TexasTDI

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CONSUMER PROTECTION
MAR 07 2016
TEXAS DEPARTMENT
OF INSURANCE

February 26, 2016

*RTN
MAN*

J HINKEN
PO BOX 149091
AUSTIN TX 78714-9091

PROBLEM REPORT ID: 116015
SUBJECT(S): AUSTIN TITLE COMPANY

Dear Mr. Hinken:

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We are sorry that we were unable to resolve this matter to your satisfaction. However, please contact us again if you have other insurance problems or concerns.

Sincerely,

Kevin Washington

Kevin Washington
Insurance Specialist
Compliance Division
Telephone: (512) 676-6233
E-mail: kevin.washington@tdi.texas.gov



Texas Department of Insurance
Consumer Protection, MC 111-1A
333 Guadalupe St. • P.O. Box 149091, Austin, Texas 78714-9091
www.tdi.texas.gov

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MAR 07 2016
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April 20, 2016

Texas Dept Insurance
333 Guadalupe, PO Box 149091
Austin, TX 78714-9091

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CONSUMER PROTECTION
APR 25 2016
TEXAS DEPARTMENT
OF INSURANCE

I received a request for a response of your February 26, 2016 letter re: my Austin Title complaint, 116015 yesterday.

I filed that complaint several months ago; on November 23, 2015. I did not receive any response, despite several phone calls.

It was my opinion that Austin Title has violated the terms of the August 13, 2015 Escrow agreement that they themselves wrote, and have illegally withheld my money from me. It does not belong to them & Bastrop West Water, who originally alleged they had a claim for it, has refuted it in a public PUC document.

My opinion was supported by the following facts:

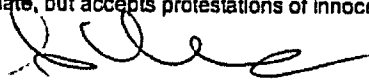
- 1) Austin Title's Escrow Agreement; p2, item 6: "All parties must agree on the final amount to be paid to Bastrop West Water Company..." It also states "... that if no written notification is received by September 14, 2015, the Escrow Agent will pay all remaining funds to the SELLER."
- 2) It is a fact that no written notification was received by September 14, 2014.
- 3) On October 5th, 2015, the Alamo Title company sent out an email to all parties, stating that they were going to release the escrow funds to the Bastrop West Water, benefitting the buyers, without having received my required written authorization and against my express wishes.
- 4) On October 11, 2015, Alamo Title Company sent out an email to all parties which reiterated that the Escrow was supposed to be terminated no later than September 14, 2015.
- 5) On October 12, 2015, I sent an email to Austin Title company pointing out that their retention of my money violates the August 13, 2015 Escrow agreement.

These are facts.

Your letter mentions "fact dispute". I have not received, nor am I aware of any facts that support Austin Title's opinion that it did not violate the escrow agreement or fiduciary obligations. If there are any facts, I would appreciate learning of them. I would also like to learn the following:

- 1) How many complaints are filed each year against Title/insurance companies?
- 2) How many Title/insurance companies return the opinion that they did not violate any obligations?
- 3) What investigation, if any, is ever done by TDI to obtain the facts of the complaint?
- 4) Do you even have copies of the Escrow Agreement, the October 5th, the October 11th, and the October 12th emails in your files?

I cannot understand the purpose of a regulatory agency, which does not investigate nor regulate, but accepts protestations of innocence as "fact". Who regulates TDI?



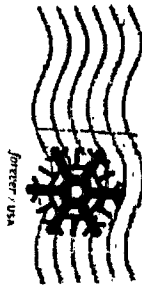
23 Sherman Terr #5
Madison, WI 53704

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TEXAS DEPT. OF INSURANCE
MAIL SERVICES

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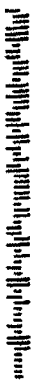
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MAIL SERVICES

MILWAUKEE WI 530
21 APR 2016 PM 6 L



TX Dept of Insurance
333 Guadalupe, PO Box 149091
Austin, TX 78714-9091

78714503151



Exhibit

17

Re: 000 Edmonson/ Jade Hinken

Wednesday, August 19, 2015 5:33 PM

From: "Paul Klaus" <p_m_klaus@yahoo.com>

To: "Kelley Harris" <kelley.harris1@gmail.com>

Ok thanks

Sent from my iPhone

On Aug 19, 2015, at 5:26 PM, Kelley Harris <kelley.harris1@gmail.com> wrote:

Yes,
We are waiting on signatures for disbursement It is in Escrow at Austin Title

Sent from my iPad

On Aug 19, 2015, at 4:11 PM, Paul Klaus <p_m_klaus@yahoo.com> wrote:

Just wondering if you closed on the property haven't heard anything

Sent from my iPhone

On Aug 11, 2015, at 3:50 PM, Kelley Harris <kelley.harris1@gmail.com> wrote:

Hi Karen,
Thank you for your rapid response. The invoice shows \$655 and you are stating the total to begin service is \$705. When we spoke before it was up to \$780.
My main goal is to make sure my client has a good working water meter and what is the amount to get this done? Thank you.

<image002.jpg>

Kelley Harris
Realtor
(512) 517-6650
kelley.harris1@gmail.com

Stanberry & Associates Realtors
111 N. Hasler Blvd.
Bastrop TX 78602
FAX 512-581-9985

From: Karen Klaus [<mailto:karenklaus@rocketmail.com>]
Sent: Tuesday, August 11, 2015 3:35 PM
To: Kelley Harris; p_m_klaus@yahoo.com
Cc: dalana.goetz@austintitle.com
Subject: Re: 000 Edmonson/ Jade Hinken

Hi Kelley,

I'm attaching the invoice that was sent to Ms. Hinken back in February. The total is \$655.00 for the repairs and meter installation. Ms. Hinken requested that the water be turned off, therefore, there will be a reconnection fee of \$50.00 due as well. This makes a total balance owed of \$705.00 to begin the service.

Please let me know if you have any questions.

The email address you have for Paul is correct. I'm not sure why it did not go through.

Thank you,

Karen Klaus
(512) 629-5717

Paul Klaus
(512) 663-1921

From: Kelley Harris <kelley.harris1@gmail.com>
To: p_m_klaus@yahoo.com; 'Karen Klaus' <karenklaus@rocketmail.com>
Cc: dalana.goetz@austintitle.com
Sent: Tuesday, August 11, 2015 3:24 PM
Subject: FW: 000 Edmonson/ Jade Hinken

From: Kelley Harris [<mailto:kelley.harris1@gmail.com>]
Sent: Tuesday, August 11, 2015 3:15 PM
To: 'p.m.kaus@yahoo.com'
Cc: 'dalana.goetz@austintitle.com'
Subject: 000 Edmonson/ Jade Hinken

Hi Paul & Karen.

We are closing on this property tomorrow. Can we get an invoice so the new buyer can get water service? If you have any questions please feel free to contact myself or Dalana Goetz at Austin Title 512-303-9633. Thank you and I am looking forward to hearing from you soon.

I just tried to send this to Paul, but I believe I had the wrong e-mail address.

<image001.jpg>
Kelley Harris
Realtor
(512) 517-6650
kelley.harris1@gmail.com

Stanberry & Associates Realtors
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