

**CASE:** CIV-2015-1252-HE, USDC Western District

Catherine Harris, *Plaintiff*

v.

Progressive Direct Insurance Company, *Defendant*

**JUDGE:** Joe Heaton

**ATTORNEYS:** *For the Plaintiff:*

James Buxton II  
Buxton Law Group  
Oklahoma City, OK

Travis Charles Smith  
Law Firm of Travis Charles Smith  
Oklahoma City, OK

*For the Defendant:*

Brad Roberson and Dawn Goeres  
Pignato Cooper Kolker & Roberson  
Oklahoma City, OK

**ISSUES:** *Breach of Contract (Insurance)*

**SUMMARY:** Plaintiff alleged that on March 15, 2015, while her truck, which was insured by Defendant, was at a Service Center in Wellston, OK to be repaired, thieves damaged the truck while attempting to steal it. Plaintiff maintained that there was both body damage and engine damage caused by the theft attempt. Plaintiff claimed that Defendant paid for the body damage but refused to pay for the engine damage and therefore had breached the insurance contract. *(The Court had dismissed a claim for Bad Faith by way of Summary Judgement prior to trial.)*

Defendant conceded that there was body damage and alleged that it had paid for those damages. However, Defendant claimed that any damage to the engine was the result of ordinary wear and tear or other causes not covered by the insurance policy.

**EXPERT  
WITNESSES:**

*For the Plaintiff:*

Shannon Marcy  
Wellston, OK  
Damage appraisal

Michael Coffey  
Oklahoma City, OK  
Damage Appraisal

*For the Defendant:*

Robert Martin, PE  
Edmond, OK  
Damage Appraisal

**VERDICT:** *Jury Trial*

The Jury found in Favor of the Plaintiff and awarded damages in the amount of \$5,500.00. Issues of attorney fees and costs were reserved.

*(The Defendant filed an Offer to Confess Judgement in the amount of \$14,000.00 on April 14, 2016.)*