

**FILED** UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
2012 MAY 11 P 3:20 NORTHEASTERN DIVISION

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
**PENNSYLVANIA** )  
**LUMBERMENS MUTUAL** )  
**INSURANCE COMPANY,** )  
)  
**Plaintiff,** )  
)  
**vs.** )  
)  
**BUETTNER BROTHERS** )  
**LUMBER COMPANY, INC.,** )  
)  
**Defendant.** )

**Civil Action No. CV-12-S-865-NE**

**MEMORANDUM OPINION AND ORDER**

This diversity jurisdiction case is before the court on the petition of plaintiff, Pennsylvania Lumbersmens Mutual Insurance, asking the court to appoint a neutral to umpire a dispute between the parties' respective appraisers over the amount of a covered loss, the counterclaim of defendant, Buettner Brothers Lumber Company, Inc., seeking the same relief, and defendant's motion for oral argument.<sup>1</sup>

Defendant holds a commercial property insurance policy issued by plaintiff and insuring a building owned by defendant located at 700 7th Avenue in Cullman,

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<sup>1</sup> See doc. no. 1 (Petition for Appointment of a Neutral Umpire); doc. no. 3 (Answer and Response to Petition for Appointment of Umpire), at 5-6; and doc. no. 4 (defendant's Motion for Oral Argument). This court has jurisdiction over this action under 28 U.S.C. § 1332. Plaintiff is a Pennsylvania corporation and its principal place of business is Pennsylvania, and defendant is an Alabama corporation and its principal place of business is Alabama. *Id.* at 1-2. The amount in controversy is well in excess of \$75,000. See *id.* at 4 ("Buettner contends that its losses are approximately \$700,000 more than [plaintiff] has identified and paid . . .").

Alabama.<sup>2</sup> The action arises from an insurance claim filed by defendant following damage suffered by an EF-4 tornado on or about April 27, 2011.<sup>3</sup> Plaintiff engaged an independent adjuster who determined that the covered losses totaled \$630,300.37, and plaintiff subsequently paid defendant that amount.<sup>4</sup>

Defendant contends that it suffered covered losses greater than those identified by plaintiff's adjuster, however,<sup>5</sup> and invoked the appraisal provision of the insurance policy.<sup>6</sup> The policy provisions controlling that process read as follows:

If we and you disagree on the value of the property or the amount of loss, either may make a written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. *If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction.* The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. *A decision agreed to by any two will be binding.* Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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<sup>2</sup> See doc. no. 1 (Petition for Appointment of a Neutral Umpire) ¶ 3.

<sup>3</sup> See *id.* ¶¶ 6-7; doc. no. 3 (Answer and Response to Petition for Appointment of Umpire) ¶¶ 6-7.

<sup>4</sup> See doc. no. 1 (Petition for Appointment of a Neutral Umpire) ¶ 9; doc. no. 3 (Answer and Response to Petition for Appointment of Umpire) ¶ 9.

<sup>5</sup> See doc. no. 1 (Petition for Appointment of a Neutral Umpire) ¶ 10; doc. no. 3 (Answer and Response to Petition for Appointment of Umpire) ¶ 10.

<sup>6</sup> See doc. no. 1 (Petition for Appointment of a Neutral Umpire) ¶ 11; doc. no. 3 (Answer and Response to Petition for Appointment of Umpire) ¶ 11.

If there is an appraisal, we still retain our right to deny the claim.<sup>7</sup>

Defendant engaged an appraiser to represent its interests, and the appraiser valued the physical damage to the covered property at \$1,309,667.80.<sup>8</sup>

The parties' appraisers could not agree on the choice of an umpire, and plaintiff filed the subject petition on March 19, 2012,<sup>9</sup> and simultaneously submitted the names of three potential umpires.<sup>10</sup> Defendant answered the petition on April 6, 2012, asserted a counterclaim requesting the court to appoint a neutral umpire under the policy provisions quoted above,<sup>11</sup> and proposed two additional umpires.<sup>12</sup> Thereafter, the parties submitted briefs outlining their arguments in favor of their proffered umpires and objections to the names submitted by the opposing party.<sup>13</sup>

Finally, defendant "requests a scheduling order and/or reasonable time designation within which an Umpire shall take evidence and render a decision," and "requests the Court to retain jurisdiction of the matter pending complete and final

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<sup>7</sup> See doc. no. 1 (Petition for Appointment of a Neutral Umpire), Ex. B (Insurance Policy), at 9.

<sup>8</sup> *Id.* ¶ 13; doc. no. 3 (Answer and Response to Petition for Appointment of Umpire) ¶ 13.

<sup>9</sup> See doc. no. 1 (Petition for Appointment of a Neutral Umpire), at 5.

<sup>10</sup> *Id.* ¶ 17.

<sup>11</sup> See doc. no. 3 (Answer and Response to Petition for Appointment of Umpire), at 5-6.

<sup>12</sup> *Id.* at 4-5.

<sup>13</sup> See doc. no. 7 (Defendant's Memorandum in Support of Proffered Umpires); doc. no. 8 (Petitioner's Position Statement for Court Appointed Umpires).

resolution of the claims of the parties.”<sup>14</sup>

## I. UMPIRE CANDIDATES

The policy does not outline any criteria to be used in the umpire selection process.<sup>15</sup> “[G]enerally accepted insurance principles dictate only that ‘an umpire selected to arbitrate a loss should be disinterested, unprejudiced, honest and competent.’” *Brothers v. Generali U.S. Branch*, No. CIV.A. 1:97-CV-798-MHS, 1997 WL 578681, at \*3 (N.D. Ga. July 11, 1997) (quoting 6 Appleman, *Insurance Law and Practice* § 3928, at 554 (1972)). The umpire “should be impartial, honest, and competent, and should not live an unreasonable distance from the scene of the loss.” *Corpus Juris Secundum*, Insurance § 1897 (2011).

### A. Umpires Proffered by Plaintiff Pennsylvania Lumbermens Mutual Insurance Company

#### 1. A. H. “Nick” Gaede, Jr.

Nick Gaede is an attorney with the firm of Bainbridge, Mims, Rogers & Smith in Birmingham, Alabama.<sup>16</sup> The biographical information provided by plaintiff from the website of Gaede’s firm states that he “practices in the areas of construction law,

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<sup>14</sup> See doc. no. 3 (Answer and Response to Petition for Appointment of Umpire), at 6.

<sup>15</sup> See generally Insurance Policy.

<sup>16</sup> See doc. no. 8 (Petitioner’s Position Statement for Court Appointed Umpires), Ex. A (Background of Umpires Proffered by Pennsylvania Lumbermens), at 9.

alternative dispute resolution, international litigation, and business litigation.”<sup>17</sup> He received a Bachelor of Science from Yale University and a Bachelor of Laws from Duke University.<sup>18</sup>

## **2. Arthur J. Hanes, Jr.**

Arthur Hanes is an attorney with the firm of Upchurch, Watson, White & Max in Birmingham, Alabama.<sup>19</sup> According to the information submitted by plaintiff from Hanes’s profile on the website of The National Academy of Distinguished Neutrals, Hanes “served as a Circuit Judge, Civil Division for the 10th Judicial Circuit of Alabama from 1984 until his retirement in 2002, when he launched his ADR practice, specializing in arbitration, . . .”<sup>20</sup> The firm website also states that he has experience in the areas, among others, of “commercial/business,” “construction,” “contract disputes,” and “insurance.”<sup>21</sup> He received a Bachelor of Arts from Princeton University and a Juris Doctor from the University of Alabama.<sup>22</sup>

## **3. William A. Ratliff**

William Ratliff is an attorney with the firm of Wallace, Jordan, Ratliff &

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<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> *Id.* at 6.

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> See doc. no. 8 (Petitioner’s Position Statement for Court Appointed Umpires), Ex. A (Background of Umpires Proffered by Pennsylvania Lumbermens), at 7.

Brandt in Birmingham, Alabama.<sup>23</sup> According to the information submitted by plaintiff from Ratliff's profile on the website of The National Academy of Distinguished Neutrals, the focus of his legal practice is his service as a mediator and arbitrator, and he serves as a federal court neutral.<sup>24</sup> He also has experience in the areas of commercial litigation and insurance defense.<sup>25</sup> He received a Bachelor of Science from the University of Alabama and a Juris Doctor from the Cumberland School of Law.<sup>26</sup>

**B. Umpires Proffered by Defendant Buettner Brothers Lumber Company, Inc.**

**1. John A. Voelpel III**

Since 1998, John Voelpel has worked at Voelpel Claim Service, Inc., in Orlando, Florida.<sup>27</sup> Prior to 1998, he worked at American States Insurance and Nationwide Insurance.<sup>28</sup> At those companies, he held several positions, including "Claims Examiner," "Claims Coordinator," "Claims Representative," "Branch Claims

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<sup>23</sup> *Id.*

<sup>24</sup> *Id.*

<sup>25</sup> *Id.* at 8.

<sup>26</sup> *Id.*

<sup>27</sup> See doc. no. 5 (Curriculum Vitae of John A. Voelpel III), and Ex. 3 (Resume of John A. Voelpel III, CPCU, AIC, and description of Voelpel Claim Service, Inc.).

<sup>28</sup> *Id.*

Manager,” and “Division Claims Supervisor.”<sup>29</sup> Voelpel has been a member of the Umpire Committee of the Windstorm Insurance Network, Inc. since the inception of the committee, and he has taught “Umpire Certification at every conference and symposium.”<sup>30</sup>

Additionally, defendant submitted a list of the 853 appraisal matters in which Voelpel has been involved.<sup>31</sup> Of those 853 appraisal matters, Voelpel served as the appointed umpire in 801, on behalf of the insured in 2, and on behalf of the insurance carrier in 50.<sup>32</sup> In 24 of those appraisal matters, a court appointed Voelpel as an umpire.<sup>33</sup>

## **2. Douglas J. McColl Jr.**

Douglas McColl is a contractor and adjuster from Mobile, Alabama.<sup>34</sup> He performs insurance claims adjusting, appraisals, and serves as an umpire through DSM & Associates, Inc.<sup>35</sup> Since 1985, he performed claims adjusting following 25

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<sup>29</sup> *Id.*

<sup>30</sup> *Id.*

<sup>31</sup> Doc. no. 5 (Curriculum Vitae of John A. Voelpel III), and Ex. 1 (List of Voelpel’s Appraisal Experience).

<sup>32</sup> *Id.*

<sup>33</sup> *Id.*, Ex. 3 (Statement of Voelpel’s Experience).

<sup>34</sup> Doc. no. 5, Ex. 4 (Resume of Douglas J. McColl Jr.).

<sup>35</sup> *Id.* at 2.

hurricanes and tropical storms.<sup>36</sup> He has been selected as an umpire for at least 40 appraisals since 1996.<sup>37</sup> Finally, he has handled wind storm claims, and attended the Windstorm Insurance Network conference.<sup>38</sup>

## II. ANALYSIS

### A. Bias

Plaintiff argues that both of the umpire candidates offered by defendant would show bias in favor of defendant, the insured. Plaintiff states that both of defendant's proposed umpires "make their living in the insurance claim industry and have close affiliations with public adjusters who advocate for insureds."<sup>39</sup> Plaintiff further alleges that "[b]ased on inquiries with attorneys in Florida and other sources, [it] believes prior rulings by both Voelpel and McColl have been skewed in favor of public adjusters and insureds."<sup>40</sup> Plaintiff provides no support for this claim.

Defendant asserts that its proposed umpires are "professionals with reputations for unbiased estimations . . . ."<sup>41</sup> Additionally, defendant implicitly attacks any claim of a bias by McColl against insurers by stating that he "has worked for Allstate, State

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<sup>36</sup> *Id.* Ex. 5 (List of Hurricane and Tropical Storm Adjusting Work Performed by McColl).

<sup>37</sup> *Id.*

<sup>38</sup> Resume of Douglas McColl, at 2.

<sup>39</sup> Doc. no. 8 (Petitioner's Position Statement for Court Appointed Umpires), at 1.

<sup>40</sup> *Id.*

<sup>41</sup> Doc. no. 7 (Defendant's Memorandum in Support of Proffered Umpires), at 9.



Farm, Farmers Insurance Company, Liberty National, Bankers, and various other insurance companies,” and that from “2007 to 2010 Mr. McColl worked on more than 100 appraisals for several insurance carriers in the Florida panhandle, South Florida, and Alabama.”<sup>42</sup> Insurers presumably would not hire as an appraiser an individual who was biased against them.

Defendant does not question the impartiality of plaintiff’s proposed umpires.

## **B. Competence**

The real crux of the dispute between the parties over the selection of an umpire is what qualifications make an individual a proper umpire. Plaintiff asserts that a proper umpire is a neutral individual who can make a decision between the estimates made by the parties’ appraisers free of background knowledge or opinions. Defendant asserts that a proper umpire is an individual with experience and training as an umpire and in the construction and insurance appraisal fields.

Plaintiff asserts that the umpire should be “an independent and neutral trier of fact” who will “consider each party’s evidence and make determinations of the scope and amount of claimed property damages and alleged loss of business income.”<sup>43</sup> Plaintiff believes that the issues to be resolved do not require “the umpire to be an

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<sup>42</sup> *Id.* at 8.

<sup>43</sup> Doc. no. 8 (Petitioner’s Position Statement for Court Appointed Umpires), at 1.

expert or have significant experience in wind damage claims or construction costs.”<sup>44</sup> Rather, plaintiff conceptualizes the function of the umpire as making “determinations of fact and rulings” on “the information from respective engineers and estimators” submitted by the parties and, thus, asserts that the “umpire need not be more experienced than a judge or jury who would decide the issues had the matter been filed as a lawsuit.”<sup>45</sup> Plaintiff characterizes defendant’s position as demanding “an umpire capable of disregarding the information to be submitted by the parties and willing to substitute his own opinion for those of the engineer reports.”<sup>46</sup>

Defendant claims that

it is certainly the standard in the industry for the two . . . appraisers, when they can agree on an umpire, to select a qualified professional with construction, architectural, engineering or casualty insurance claims adjusting experience. Qualified appraisers very rarely, if ever, select an umpire with no experience in the claims adjusting or construction field.<sup>47</sup>

Defendant believes that the umpire needs to have a background in construction and insurance appraisal because “[i]t is expected that the real disputes between the parties will come down to the scope of work which has to be completed to provide the insured its replacement costs entitlement under the policy,” and it will be difficult for

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<sup>44</sup> *Id.* at 1-2.

<sup>45</sup> *Id.* at 2.

<sup>46</sup> *Id.*

<sup>47</sup> Doc. no. 7 (Defendant’s Memorandum in Support of Proffered Umpires), at 5.

an individual without such a background to resolve this dispute.<sup>48</sup>

The court finds that defendant presents an overly complicated view of the umpire position and the appraisal process, and an overly simplified view of the qualifications of plaintiff's proposed umpires. An umpire essentially serves in the same role as that of a judge or jury tasked with deciding which of two damages calculations is correct. Judges and juries are entrusted with the ability to make such decisions despite their general lack of specialized knowledge. The umpire need only consider the evidence presented by each party in order to reach its decision. Thus, there is no reason that an attorney is not qualified to serve as an umpire.

Defendant also discounts the fact that while the attorneys proffered as potential umpires by plaintiff are not engineers or construction professionals, they each list construction law as one of the focuses of their practices. Throughout a career focusing, at least in part, on construction law, an attorney can accumulate a working knowledge of the construction industry. Thus, while not experts in construction or industry appraisal, plaintiff's proposed umpires possess a working knowledge sufficient to resolve the dispute between the parties. Additionally, each of the attorneys proposed by plaintiff have experience in arbitration, which essentially is the task the umpire must perform.

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<sup>48</sup> *Id.*

### **C. Distance from the Loss**

Defendant's proposed umpires reside in Mobile, Alabama, and Orlando, Florida, and both locations are significantly distant from the scene of the loss in Cullman, Alabama. Plaintiff's proposed umpires reside in Birmingham, Alabama, which obviously is much closer to the scene of the loss. Thus, plaintiff's proposed umpires would minimize the expenses for the parties due to the reduced travel costs to serve as umpire.

### **III. CONCLUSION AND ORDERS**

A close reading of the pleadings filed in this case reveals the deep level of distrust that exists between the parties and their respective attorneys. Selection of any of the persons proffered as potential umpires would be misconstrued by the parties as a vindication of the fiscal interests of one at the expense of the other.

Accordingly, invoking the inherent supervisory powers of this court, and mindful of the fundamental proposition that an umpire should be impartial, honest, competent, and not reside an unreasonable distance from the scene of the loss,<sup>49</sup> this court rejects all of the parties' proposals, and ORDERS that Mr. Wilbur P. Fowler, MAI, the owner of Fowler Bedwell & Associates, Real Estate Appraisal and

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<sup>49</sup> See, e.g., 6 Appleman, *Insurance Law and Practice* § 3928, at 554 (1972); *Corpus Juris Secundum*, Insurance § 1897 (2011).

Consultant Services in Arab, Alabama, shall serve as umpire of the parties' dispute.<sup>50</sup>

A summary of Mr. Fowler's qualifications is attached.

The parties are further ORDERED to mail, *forthwith*, copies of all materials necessary for Mr. Fowler to begin the process of assessing the loss in controversy,<sup>51</sup> together with the names, addresses, telephone numbers, email addresses, and resumes of the parties' respective appraisers. Other than those mailings — complete copies of which shall be furnished to opposing counsel and to this court — *there must be no contact by any representative of plaintiff or defendant with Mr. Fowler.*<sup>52</sup> All discussions and conferences between and among Mr. Fowler and the parties' respective appraisers shall be initiated by Mr. Fowler. No representative of either party may be present during any of such discussions or meetings, except such as may be explicitly requested by Mr. Fowler. Mr. Fowler's fees and expenses shall be paid in equal shares by the parties, within five business days of presentation. Once a decision is agreed to by any two members of the triumvirate (*i.e.*, the parties'

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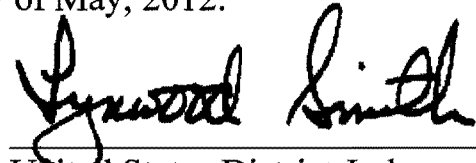
<sup>50</sup> *Cf. Romeo and Juliet*, act 3, scene 1, line 91 (a passage that often is misquoted as "a pox on both your houses." The line attributed to the character "Mercutio" in the play, however, actually reads – depending upon the edition of the play that one consults – either "A plague on both your houses!," or "A plague a' both your houses!").

<sup>51</sup> Wilbur P. ("Phil") Fowler, Fowler Bedwell & Associates, Real Estate Appraisal and Consultant Services, Post Office Box 488, Arab, Alabama 35016.

<sup>52</sup> This prohibition is not inclusive, but extends to each party's agents, servants, employees, attorneys, paralegals, investigators, or any other person regardless of description of the nature of the relationship with either party or their respective attorneys.

respective appraisers and Mr. Fowler as umpire), that decision shall be simultaneously reported, in writing, to this court and counsel for each party

**DONE and ORDERED** this 11th day of May, 2012.

  
\_\_\_\_\_  
United States District Judge

Attachment (Qualification of Wilbur P. Fowler, MAI)

## **QUALIFICATIONS**

*Wilbur P. Fowler, MAI*

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**Alabama State Certified General Real Estate Appraiser, No. CG00035**

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### **EDUCATION:**

Graduated from the University of Alabama, June 1966, receiving a B.S. degree in Business Administration, with a major in finance and major emphasis on real estate.

Completed Courses, I, II, III, IV and VI sponsored by the American Institute of Real Estate Appraisers. Attended Income Analysis Seminar of the American Institute of Real Estate Appraisers and successfully completed the R-2 Seminar and examination sponsored by the Society of Real Estate Appraisers prior to 1980, and was awarded the MAI designation in 1981.

Continuing specialized education from 1980 to the present included completion of the AIREA Standards of Professional Practice course and periodic updates. Other continuing education involved an average of 20 hours per year amounting to more than 500 credit hours in valuation/evaluation curriculum.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I (Fowler - MAI 6197) am currently certified under this program.

Completed all requirements requisite to General Real Estate Appraiser certification by states of Alabama (CG-00035) and Tennessee (CG-1179).

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### **EXPERIENCE:**

1976 to Present - Independent fee appraiser, appraising residential, agricultural, industrial, and commercial properties, easement, and Urban Renewal Projects. Owner and principal appraiser for Fowler Bedwell & Associates (formerly Fowler Appraisal), located in Arab, Alabama, and president and managing partner of AVE Real Estate Consultants, with offices in Arab and Huntsville, Alabama.

Provide advisory and consultant services to investment, environmental, accounting, legal, engineering, and property management clients with respect to use, development, redevelopment, or valuation of commercial and/or industrial real estate.

1966 to 1976 - Employed by the Tennessee Valley Authority as appraiser and review appraiser, completing and reviewing fee and easement appraisals for lake impoundment, railroad, transmission line and road right-of-way, as well as appraisal for fee purchase or sale of rural, urban, business, and industrial properties.

Serves as Federal Land Commissioner for the United States District Court, Alabama Northern Division.

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### **ORGANIZATIONS:**

Member: The Appraisal Institute (MAI)  
Member: American Right-of-Way Association  
Member: American Society of Farm Managers and Rural Appraisers  
Member: Alabama Real Estate Appraiser Board (District Four)

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### **COURT TESTIMONY:**

Qualified as expert in the Federal District Courts in Alabama, Georgia, Kentucky, Mississippi, and Tennessee, testifying in approximately 250 Federal condemnation litigation proceedings prior to 1976. More recent appearances involve testimony in the Circuit Courts of Alabama, and Federal Bankruptcy Courts in Alabama, Louisiana, Mississippi, and Tennessee. Testimony in real estate related litigation proceedings exceeds 400 cases.

## COMMERCIAL CLIENTS

Associated Commercial Investors, Arab, Alabama  
Big 10 Tire Stores, Cullman, Alabama  
Bobo Engineering, Arab, Alabama  
Bonner Construction Company, Huntsville, Alabama  
Bray Pharmacy, Albertville, Alabama  
Brindley Construction Company, Pulaski, Tennessee  
Brindlee Mt. Properties, LLC  
Britt Medical Center, Scottsboro, Alabama  
Burger King Corporation, Baton Rouge, Louisiana  
Campbell Oil Company, Huntsville, Alabama  
Carraway Burdick West Medical Center, Haleyville  
Clark College, Atlanta, Georgia  
Chevron Oil Company  
Circle K Corporation, Phoenix, Arizona  
Colormasters, LLC, Albertville, Alabama  
Crosson Dannis, Inc., Dallas, Texas  
Disraeli, LLC, Huntsville, Alabama  
Dr. William English, Huntsville, Alabama  
Duell, Yearout & Spina, P.C., Birmingham, Alabama  
FPK Commercial, 1414 Hawaii Building, Honolulu, Hawaii  
First Federal Savings and Loan, Augusta, Georgia  
First Federal Savings and Loan, Ft Payne, Alabama  
Hammond-Bunch Motor Company, Arab, Alabama  
Handley Construction Company, Arab, Alabama  
Hays Oil Company, Cullman, Alabama  
Hollis White Properties, Albertville, Alabama  
Kayo Oil Company, Chattanooga, Tennessee  
Kirby Ford Co., Ft. Payne, Alabama  
McDonald's Corporation, Nashville, Tennessee  
McLain Properties, Huntsville, Alabama  
Morgan Oil Company, Cullman, Alabama  
Novogradac & Company, Limited, Rockville, Maryland  
Oldfield Construction Company, Huntsville, Alabama  
Peoples Tire Store, Huntsville, Alabama  
Rax Restaurant, Huntsville, Alabama  
RDJ Development, Inc., Centre, Alabama  
Royal Group Technologies, Quebec, Canada  
Sarah Plunkett, CPA, Arab, Alabama  
Smith Medical Center, Athens, Alabama  
Spencer Oil Company, Huntsville, Alabama  
Taco Bell Company, Irvine, California  
Trammell Crow Company, Huntsville, Alabama  
Van Schaack Company, Denver, Colorado  
Wallace State College, Hanceville, Alabama  
Wendy's Restaurants Wenco, Atlanta, Georgia  
Williams Petroleum Inc., Arab, Alabama

## INDUSTRIAL CLIENTS

Applied Research, Inc., Huntsville, Alabama  
Arab Interior Trim, LLC, Arab, Alabama  
Blue Bell, Inc.  
John Blue Company, Huntsville, Alabama  
Borden Dairy Company  
Bowling Industries Metal Plating, Arab, Alabama  
Bryant Manufacturing, Albertville, Alabama  
Bryson Hill & Associates, Huntsville, Alabama  
Burnett-Nickelson Investments, Huntsville, Alabama  
Carter Freeman Company, Honolulu, Hawaii  
Cee Jays of Arkansas, Inc., Van Buren, Arkansas  
City of Albertville, Alabama  
Colsa, Inc., Huntsville, Alabama  
Cordova Mills, Inc., Jasper, Alabama  
Chrysler Corporation, Huntsville, Alabama  
Chrysler UAW, Detroit, Michigan  
Easy Trail Manufacturing Company, Huntsville, Alabama  
Edison Company, Inc., Cullman, Alabama  
Gold Kist, Inc., Atlanta, Georgia  
Goza Mills, Ft. Payne, Alabama

## INDUSTRIAL CLIENTS (continued)

Hannah Industries, Albertville, Alabama  
Heath-Latham Properties, Huntsville, Alabama  
ITEC Corporation, Huntsville, Alabama  
Independent Stave Co., Lebanon, Missouri  
Kappler Company, Guntersville, Alabama  
Lala Ellen Mills, Ft. Payne, Alabama  
Liberty Trouser, Birmingham, Alabama  
McLain Real Estate, Huntsville, Alabama  
M.I.T. Industries, Guntersville, Alabama  
Mueller Company, Albertville, Alabama  
National Door, Inc., California  
Norfolk Southern Railroad, Atlanta, Georgia  
Redstone Federal Credit Union, Huntsville, Alabama  
Research Park Advisory Board, Huntsville, Alabama  
J. T. Schrimsher Construction Company, Huntsville, AL  
SCI, Inc., Huntsville, Alabama  
Seaboard Coastal Railroad System  
Sierra Capital Corporation, San Francisco, California  
Small Business Administration  
Southerland Associates, Guntersville, Alabama  
Steel Processing Services, Albertville, Alabama  
Teledyne-Brown Engineers, Huntsville, Alabama  
Tidwell Industries, Haleyville, Alabama  
Universal Data Systems - Motorola, Inc., Huntsville, AL  
Waddell Mechanical, Decatur, Alabama  
Wells Fargo Realty Advisors, Atlanta, Georgia

## FINANCIAL INSTITUTIONS

AmSouth Bank  
Bancorp South  
The Bank, Alabama  
Bank of Pensacola  
Branch Banking & Trust Co., Raleigh, NC & Alpharetta, GA  
Bridgeview Capital, Solutions, LLC, Atlanta, Georgia  
C.I.T. Finance Company  
Charter Mortgage Company  
Citizens Bank of Alabama  
Central Bank of the South  
Coastal Bank and Trust, Florida  
Colonial Bank, Huntsville, Alabama  
Community Bank of Blountsville, Blountsville, Alabama  
Commerce Bank  
Compass Bank  
Finance America, Huntsville, Alabama  
First Alabama Bank  
First American Bank, Huntsville, Alabama  
First American Federal Savings and Loan, Huntsville, Alabama  
First Commercial Bank, Albertville and Huntsville, Alabama  
First Federal Savings and Loan, Arab, Alabama  
First Federal Savings and Loan, Huntsville, Alabama  
First National Bank, Birmingham, Alabama  
First National Bank, Florence, Alabama  
First Southern Mortgage Corporation, Huntsville, Alabama  
Heller Financial, Chicago, IL  
Heritage Bank, Huntsville, Alabama  
The Home Bank of Guntersville, Guntersville, Alabama  
Hometown Bank, Oneonta, Alabama  
Jefferson Federal Savings and Loan, Birmingham, Alabama  
Kissell Mortgage Company  
Merrill Lynch  
Mortgage America, Decatur, Alabama  
Mortgage Corporation of the South  
NationsBank Corporation, Atlanta, GA  
People's Bank, Boaz, Alabama  
People's Bank, Holly Pond, Alabama  
Peoples Bank of North Alabama  
RBC Centura Bank, Tampa, Florida  
Real Estate Finance



## FINANCIAL INSTITUTIONS (Continued)

Redstone Federal Credit Union, Huntsville, Alabama  
Regions Bank of Alabama  
Regions Morgan Keegan, Birmingham, Alabama  
Southeast Capital Investment, Inc.  
SouthTrust Bank  
Southeast Toyota Finance, Deerfield Beach, Florida  
Southern Bank of Commerce  
Stockton, Watley, Davin & Company, Cullman, Alabama  
Superior Bank  
Third National Bank, Nashville, Tennessee  
Union Planters Bank  
Wachovia

## SHOPPING CENTER CLIENTS

Aronov Realty Co., Inc., Montgomery, Alabama  
Carbine Construction Co., Florence, Alabama  
Clowers Construction Company, Huntsville, Alabama  
James E. Conn, Nashville, Tennessee  
First American Corporation  
David Green Properties, Northridge California (Outlet Malls)  
Hamilton Shopping Center, Hamilton, Alabama  
Hazelfield Plaza, Hazel Green, Alabama  
Hunnington Properties, Temple, Texas  
Massachusetts Mutual  
McLain Properties  
Mookies, Inc., Boaz, Alabama  
Morgan Oil Company, Cullman, Alabama  
Odenville Shopping Center, Odenville, Alabama  
Patel Properties  
Ranger Properties, Dallas, Texas (Outlet Malls)  
Retail Developers (Outlet Malls)  
United Companies Financial

## SUBDIVISION CLIENTS

Barney Nickelson, Huntsville, Alabama  
Brindley Construction Company, Pulaski, Tennessee  
Central Bank, Huntsville, Alabama  
Clayton Brock, Huntsville, Alabama  
Clowers Investment, Inc., Huntsville, Alabama  
David Lanier, Huntsville, Alabama  
First American Federal Savings and Loan, Huntsville, AL  
John Dobbins, Huntsville, Alabama  
Jim Dunn Real Estate, Huntsville, Alabama  
Jerry Smith, Madison, Alabama  
Sorrell, Baker, Dotts, Huntsville, Alabama  
SouthTrust Bank, Huntsville, Alabama  
Third National Bank, Huntsville, Alabama

## HOTEL CLIENTS

Barclay House Investors, Huntsville, Alabama  
Doug Owings, Owings Properties, Memphis, Tennessee  
First Federal Savings and Loan Association, Ft. Payne, AL  
K.R. Yedla, Huntsville, Alabama  
Wells Fargo Realty Advisors, Atlanta, Georgia  
Wenco Management Company, Inc., Atlanta, Georgia

## APARTMENT COMPLEX CLIENTS

Alston and Bird, Atlanta, Georgia  
Altus Bank, Mobile, Alabama  
Brown Asset Management, Inc., Athens, Alabama  
Carroll Construction Company, Madison, Alabama  
Central Bank of the South, Birmingham, Alabama  
Cornelius Shih, Huntsville, Alabama  
First Federal Savings and Loan, Huntsville, Alabama

## APARTMENT COMPLEX CLIENTS (Continued)

James I. Dawson, Huntsville, Alabama  
Melvin Hines, Huntsville, Alabama  
Hunnington Partners, Ltd., Houston, Texas  
Jefferson Federal Savings and Loan, Birmingham, Alabama  
Key Mortgage Corporation, Decatur, Alabama  
NationsBank Corporation, Atlanta, Georgia  
Manu Patel, Huntsville, Alabama  
Rao Boorgu, Sheffield, Alabama  
Resolution Trust Corporation, Mobile, Alabama  
SouthTrust Bank of Alabama, Birmingham, Alabama  
St Clair Federal Savings Bank, Pell City, Alabama  
Union Labor Life Insurance, Washington, D.C.

## GOVERNMENTAL AGENCIES

Alabama D.O.T.  
Alabama Forestry Commission  
City of Albertville, Alabama  
City of Arab, Alabama, D.C.D.  
City of Birmingham, Alabama  
City of Boaz, Alabama  
City of Cullman, Alabama, D.C.D.  
City of Gadsden  
City of Haleyville, Alabama  
City of Huntsville, Alabama, D.C.D.  
City of Huntsville Utilities, Alabama  
City of Ider, Alabama  
City of Muscle Shoals, Alabama  
City of Oneonta, Alabama  
City of Priceville, Alabama  
City of Scottsboro, Alabama  
City of Sheffield, Alabama  
City of Tuscumbia, Alabama  
FDIC  
Federal Aviation Administration  
FmHA  
H.U.D.  
Huntsville City Board of Education  
Huntsville Housing Authority  
Madison County, Alabama  
Marshall County, Alabama Commission  
Resolution Trust Corporation  
Small Business Administration  
Tennessee Valley Authority  
U.S. Postal Service  
Veteran's Administration

## LAW FIRMS

Ables, Baxter, Parker & Hall, Huntsville, Alabama  
Beck, Beck & Beck, Ft. Payne, Alabama  
Bell & McConatha, Sylacauga, AL  
John Bostwick, Birmingham, Alabama  
Blackburn, Maloney & Schuppert, Decatur, Alabama  
Bradley, Arant, Rose & White, Huntsville, Alabama  
Michael Bryan, Arab, Alabama  
Claud Burke, Arab, Alabama  
Burr and Forman, Huntsville, Alabama  
Clem Cartron, Huntsville, Alabama  
John D. Clement, Jr., Muscle Shoals, Alabama  
Cloud & Cloud, Huntsville Alabama  
David Evans, Boaz, Alabama  
Pitts, & Eckl, P.C., Florence, Alabama  
French, Robert B. Jr., Fort Payne, Alabama  
Hahn Loeser & Parks LLP, Columbus, Ohio  
Helmsing, Leach, Herlong, Newman & Rouse, Mobile, AL  
Higginbotham and Whitten, Florence, Alabama  
Clark E. Johnson, Arab, Alabama

## LAW FIRMS (Continued)

Keller and Pitts, Florence, Alabama  
Lange, Simpson, Robinson and Somerville, Huntsville, AL  
Lanier, Ford, Shaver, Payne, P.C., Huntsville, Alabama  
Long, Flanagan & McDonald, Guntersville, Alabama  
Morris, Smith, Siniard, Clouds, Fees and Conchin, Huntsville, AL  
Mooring, Schrimsher and Riley, Huntsville, Alabama  
Dalton Nesmith, Oneonta, Alabama  
Friedman, Leak & Bloom, Birmingham, Alabama  
Ogden, Jones, Guntersville, Alabama  
Travers W. Paine, III, Augusta, Georgia  
Patton, McCelvy and Kennemer, Tuscumbia, Alabama  
Alexander Smith, Oneonta, Alabama  
Spurrier and Rice, Huntsville, Alabama  
Patrick Tate, Ft. Payne, Alabama  
Patton, Latham, Legge & Cole, Athens, Alabama  
Thomas and Proctor, Scottsboro, Alabama  
Tingle and Morris, Huntsville, Alabama  
Nash Walker, Oneonta, Alabama  
Watson, Gammons and Fees, Huntsville, Alabama  
Stephens, Millirons, Harrison & Gammons, Huntsville, Alabama  
Poisson, Poisson, Bower & Clodfelter, Wadesboro, N.C.  
Lusk & Lusk, Guntersville, Alabama  
Rose Law Firm, Little Rock, Arkansas  
Wilmer & Lee, Decatur and Huntsville, Alabama

## RELOCATION FIRMS

Proskauer Rose, LLP, New York, New York  
Coldwell Bankers  
Employee Relocation Council  
Employee Transfer Corporation  
Executrans  
Lenders Service  
Merrill Lynch  
Sperry Univac  
TransAmerica

## SPECIAL PURPOSE CLIENTS

A-1 Mobile Homes, Decatur, Alabama  
Ashland, Inc., Lexington, Kentucky  
Charles Anderson, Florence, Alabama  
Big Cove Properties, LLC, Huntsville, Alabama  
Bragg Limited Partnership I, Huntsville, Alabama  
Business Reform Foundation, Perrysburg, Ohio  
Ronald Blue Company, Montgomery & Birmingham, AL  
Boy Scout of America, Birmingham, Alabama  
Cavalier Homes of Alabama, Inc., Addison, Alabama  
Cee Jays of Arkansas (Truck Stop Developers)  
Central Baptist Church, Decatur, Alabama  
EnviroMate, FLG, LLC, Moulton, Alabama  
Evergreen, Ltd, Killen, Alabama  
Ferguson Farms, Union Grove, Alabama  
First Methodist Church, Arab, Alabama  
Gilbert Baker Ford, Albertville, Alabama  
Goldsmith, Margaret Anne, Huntsville, Alabama  
The Great Combine (Granary)  
Bill Heard Enterprises, Columbia, Georgia  
Bob Hembree Buick/Chevrolet, Guntersville, Alabama  
Hillabee Brick Company, Alexander City, Alabama  
Hudson, James R., Huntsville, Alabama  
Lovorn Gin and Warehouse Company, Haleyville, Alabama  
Jane Lowe Foundation, Huntsville, Alabama  
Madison County Commission, Huntsville, Alabama  
Madison County Executive Airport Authority, Alabama  
L. Miller & Sons, Huntsville, Alabama  
Lillie Mitchell, Germantown, Tennessee  
Money Machinery, Birmingham, Alabama  
Mountain Lakes Resorts, Inc., Guntersville, Alabama

## SPECIAL PURPOSE CLIENTS (Continued)

Murphy Family Limited Partnership, Huntsville, Alabama  
North Alabama Fair Association, Florence, Alabama  
North Alabama Sports Center, Arab, Alabama  
Pryor Properties, Tanner, Alabama  
Pursell Farms, Talladega, Alabama  
Robinson Ecological Resources, Inc.  
S & H Properties, Huntsville, Alabama  
Karen Wheaton Ministries, Hamilton, Alabama  
W. Y. Shugart & Sons, Inc., Fort Payne, Alabama  
Southeastern Sports Arena, Decatur, Alabama  
Stanmore, Dr. Roger, Madison, Madison County, Alabama  
Stoney Brook Golf Course, Jacksonville, Alabama  
Stoney Mountain Golf Course, Georgia Mountain, Alabama  
Tennessee Valley Recycling, Decatur, Sheffield, Alabama  
TK Lands, Gadsden, Alabama  
Morgan Weeks, Scottsboro, Alabama  
White Gin Company, Albertville, Alabama  
University of Alabama Huntsville, Huntsville, Alabama  
University of North Alabama, Florence, Alabama  
Yeager & Boyd, Birmingham, Alabama

## CONSULTANT CLIENTS

AmSouth Bank  
ANCO, Florence, Alabama  
Bankers Trust, Huntsville, Alabama  
Barney Nicholson, Huntsville, Alabama  
Brindley Construction Company, Pulaski, Tennessee  
Bragg-Dabney Management, Birmingham, Alabama  
Brock-Latham Properties, Huntsville, Alabama  
Cecil Clowers, Huntsville, Alabama  
Central Bank of the South  
Chase Manhattan, Real Estate Division, Miami, Florida  
Chester West Construction Co., Huntsville, Alabama  
City of Albertville, Albertville, Alabama  
City of Arab, Arab, Alabama  
City of Huntsville, Huntsville, Alabama  
City of Muscle Shoals, Muscle Shoals, Alabama  
City of Sheffield, Sheffield, Alabama  
City of Tuscumbia, Tuscumbia, Alabama  
Colonial Bank  
Emmett Coshatt, Tucson, Arizona  
Elizabeth M. Daniel, Memphis, Tennessee  
First Alabama Bank  
First Commercial Bank  
FPI Huntsville Partners 841, Ltd., Huntsville, Alabama  
Leggat McCall Advisors, Boston-Washington D.C.  
Long, Mary Margaret Lanier, Huntsville, Alabama  
Gene McLain Real Estate, Huntsville, Alabama  
Goldsmith Family Properties, Huntsville, Alabama  
Heath-Latham Company, Huntsville, Alabama  
Kyuka Spring, Attalla, Alabama  
Mason-Richfield, Huntsville, Alabama  
Clara McDonald, Huntsville, Alabama  
Warren Clark Moore, Huntsville, Alabama  
Morris, Smith, Siniard, Clouds, Fees and Conchin, Huntsville, AL  
Owings Properties, Memphis, Tennessee  
Patel Properties, Huntsville, Alabama  
Pillow Properties, Florence, Alabama  
Pursell Industries, Inc., Talladega, Alabama  
Randy Hairston, Pulaski, Tennessee  
Randy Schrimsher, Huntsville, Alabama  
Ray Bissell, Huntsville, Alabama  
Ray Buchmann, Cullman, Alabama  
Britt Sexton, Waterfront Development LLC, Decatur, Alabama  
Sierra Capital, San Francisco, California  
Southpace Properties, Birmingham, Alabama  
Trammell Crow Company, Huntsville, Alabama  
Tri-Star Developers, Dallas, Texas