

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY,	)	
<i>Plaintiff, Counter-Defendant,</i>	)	
v.	)	CIVIL ACTION
CAROL ANN STUTTE; LAURA JEAN STUTTE,	)	NO. 3:11-CV-219
<i>Defendants, Counter-Plaintiffs,</i>	)	
and	)	
CHASE HOME FINANCE, LLC,	)	
<i>Defendant.</i>	)	

**THE STUTTES’ RESPONSES TO ANPAC’S STATEMENT OF UNDISPUTED FACTS**

Defendants and Counter-Plaintiffs, Carol Ann Stutte and Laura Jean Stutte (collectively, the “Stuttes”), by and through counsel, submit the following responses to the Statement of Undisputed Facts filed by Plaintiff and Counter-Defendant American National Property and Casualty Company (“ANPAC”):

1. On September 4, 2010, the insured premises located at 2715 Highway 360, Vonore, Tennessee 37885, owned by Carol Anne Stutte and Laura Jean Stutte was destroyed by fire.

**Response: Admitted.**

2. Someone spray painted the word “QUEERS” on the garage at some point in between the afternoon of the day of the fire and when the fire occurred.

**Response: Admitted only to the extent that, the day after the fire, Carol Ann Stutte discovered that the word “QUEERS” had been spray painted on the garage, and that the**

word “QUEERS” was not present on the garage when the Stuttes left for Nashville on the day of the fire. Otherwise, denied.

3. The Stuttes claim this was a “hate crime” directed against them.

**Response: Admitted only to the extent that the Stuttes claimed that they apparently were the target of harassment, threats and crime, at least in part, because they are a lesbian couple. Denied that the Stuttes claimed they were targeted solely because of their sexual orientation.**

4. As a result of the fire, the Stuttes submitted a fire insurance claim to ANPAC requesting \$206,000.00 for the dwelling, \$69,133.31 for destroyed personal property, and \$1,142.15 for damage to other structures.

**Response: Admitted only to the extent that the Stuttes submitted to ANPAC a Sworn Statement in Proof of Loss dated October 27, 2011, initially claiming \$206,000 for the dwelling, \$69,133.31 for destroyed personal property, and \$1,142.15 for damage to other structures. Otherwise, denied. The Stuttes later revised their insurance claim to approximately \$300,000.00.**

5. In addition, the Stuttes have claimed additional living expenses under the policy.

**Response: Admitted.**

6. Upon being notified of the fire, ANPAC began to handle the insurance claim.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

7. Within days of being notified of the fire, ANPAC had explained to the Stuttes the loss process, had mailed them claim reporting forms, had engaged an independent adjuster to scope

the loss, had engaged a company called Bright Claims to help the Stuttes prepare their personal property inventory forms, and began the process of obtaining temporary housing for the Stuttes.

**Response: Admitted only to the extent that ANPAC explained to the Stuttes the loss process, emailed them claim reporting forms, engaged Bright Claims to help the Stuttes prepare their personal property inventory forms, and initiated the process of obtaining temporary housing for the Stuttes. Without discovery, the Stuttes lack information sufficient to admit or deny the remaining allegations in this paragraph and, on that basis, they are denied.**

8. ANPAC located and paid for temporary housing for the Stuttes.

**Response: Admitted only to the extent that ANPAC initially located and paid for temporary housing for approximately one month after the fire. Otherwise, denied.**

9. ANPAC hired a private investigator, Gary Noland, to assist in its investigation of the fire loss.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

10. Gary Noland provided regular updates to ANPAC concerning the results of his investigation work and regarding the witness interviews he conducted.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

11. ANPAC hired an origin and cause expert, Gary Young with EFI Global, to conduct an origin and cause investigation.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

12. While performing his debris examination and removal process, Mr. Young observed faint odors of gasoline.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

13. As part of this investigation, Mr. Young collected debris samples and sent the samples to a laboratory, AK Analytical Services, Inc., for analysis.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

14. AK Analytical Services, Inc. determined that there were ignitable liquids, identified as gasoline, in two of the debris samples.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

15. After ruling out other possible causes, Mr. Young opined that the fire was incendiary, caused by the intentional application of a large amount of gasoline which was then ignited.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

16. The fire was also classified as incendiary by the Tennessee State Bomb and Arson Investigator, Gary Elliott.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

17. ANPAC requested that the Stuttes and Kimberly Holloway, also a resident of the insured premises, submit to Examinations Under Oath, and they did so on December 21, 2010.

**Response: Admitted.**

18. The Stuttes reported that at the time of the fire, they were in Nashville with Kimberly Holloway and Lora Black celebrating the fact that the Stuttes had been in the subject home for five years and had completed remodeling it.

**Response: Admitted only to the extent that, at the time of the fire, the Stuttes, Lora Black, and Kimberly Holloway were in Nashville, and that one of several reasons for their trip to Nashville was to celebrate the Stuttes' five-year anniversary of living in their home and the completion of its remodeling. Otherwise, denied.**

19. The Stuttes reported that while at the Wildhorse Saloon in Nashville, Lora Black's daughter called and said that the Stuttes' house was on fire.

**Response: Admitted.**

20. The Stuttes reported that the group stayed at the bar for a while, returned to the hotel, and then Carol Stutte decided to drive home later that night.

**Response: Admitted.**

21. The Stuttes' house was listed for sale at the time of the fire.

**Response: Admitted.**

22. Lora Black reported that the Stutte house was going to be shown by a realtor two or three times that weekend while the group was away in Nashville.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

23. Lora Black reported that this was the reason the vehicles were parked away from the house at the time of the fire.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

24. Realtor Dan Watson told ANPAC that the house was not scheduled to be shown on the weekend of the fire.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

25. The Stuttes had recently removed important papers and belongings from the subject property, including their insurance policy, titles to vehicles, tax returns, real estate contract, living wills, divorce papers, family photos, clothing, guns, books, tools, landscaping supplies, office supplies, furniture and other items.

**Response: Admitted only to the extent that the Stuttes removed certain items from their home for purposes related to the showing of the property to prospective buyers, in accordance with instructions from their realtor. Otherwise, denied.**

26. Some of the removed items were taken to another house owned by the Stuttes, located at 216 Depot Street, while others were taken to a storage unit.

**Response: Admitted.**

27. Carol Stutte reported that any gasoline containers on the property were empty before the fire and that there were no other flammable liquids around.

**Response: Admitted.**

28. Kimberly Holloway is the biological adult daughter of Carol Stutte and was reported as living with the Stuttes at the time of the fire.

**Response: Admitted.**

29. Holloway was never involved with and never had any trouble with neighbor Janice Millsaps, nor did she observe any threats being made against the Stuttes by Janie Millsaps.

**Response: Denied.**

30. The Stuttes reported that Carol Stutte decided to drive home alone on the night of the fire.

**Response: Admitted.**

31. The Stuttes reported that the next day, Kimberly Holloway, Laura Stutte, and Lora Black got a rental car, continued to explore Nashville, and eventually drove back to Vonore.

**Response: Admitted only to the extent that, on the day after the fire, Laura Stutte, Kimberly Holloway, and Lora Black rented a car and drove from Nashville to Vonore. Otherwise, denied.**

32. ANPAC interviewed several witnesses, including Eddie Hammondtree, Larry Bookout, Carl Self, Pam Self, Catherine Daughtery, Gerald Daughtery, Jack Welch, Jade Black, Lora Black, Kimberly Holloway, Janice Millsaps, Realtor Dan Watson, Fire Marshall Gary Elliott, and Postmaster Mark Smith, Agent Eric Kurtz, Detective Travis Jones, Tommy Self, and Rick Harris.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

33. Witnesses Larry Bookout and Eddie Hammondtree reported that they had been fishing near the Stutte house on the day of the fire.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

34. Their attention was drawn to the house when they heard a large explosion, so they went to the house to make sure no one was inside or injured.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

35. Larry Bookout reported that after he heard the explosion, he smelled what appeared to be an odor of kerosene.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

36. Neither Bookout nor Hammondtree recalls anyone coming or going from the Stutte driveway on the day of the fire.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

37. Carl Self reported that he went to the fire scene and was able to see into the house due to the light provided by the flames.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

38. Carl Self reported that he could see into the kitchen, sunroom, front bedroom, and back bedroom, and that he did not see any furniture or pictures on the wall in those rooms.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

39. The Stuttes blame neighbor Janice Millsaps for the fire.

**Response: Admitted only to the extent that the Stuttes have suspected that their neighbor, Janice Millsaps, was involved with the fire, and that the Stuttes filed a civil lawsuit against Ms. Millsaps. Otherwise, denied.**

40. Janice Millsaps has denied the Stuttes' accusations.

**Response: Admitted.**



41. Janice Millsaps voluntarily underwent and passed a polygraph test.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

42. Monroe County Detective Travis Jones examined Janice Millsaps' fingers after the fire.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

43. Monroe County Detective Travis Jones found no evidence of paint on Janice Millsaps' hands.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

44. Neighbors gave a different description of Janice Millsaps than did the Stuttes.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

45. Neighbors indicated that the Stuttes and their friend, Joe Neubert, had exhibited hostile behavior to neighbors and others who came near their property.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

46. The receipt provided by the Stuttes from the Wildhorse Saloon states that there were five (5) guests and that the ticket for (2) two sandwiches was paid for with Lora Black's credit card.

**Response: Admitted only that the document speaks for itself. Otherwise, denied.**

47. National Car Rental opened for business at 6:00 a.m. the day after the fire.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

48. The Stuttes provided their cell phone records to ANPAC or otherwise allowed ANPAC to obtain them.

**Response: Admitted.**

49. ANPAC hired a forensic expert, Kevin Levy with TKR Technologies, to analyze the Stuttes' cell phone records, as well as the corresponding cell tower records.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

50. Mr. Levy's analysis of the cell tower records indicated that Carol Stutte was in an area northeast of Vonore, towards Knoxville, Tennessee during the time period of midnight to 2:00 a.m. on September 5, 2010.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

51. Mr. Levy's analysis of the cell tower records indicated that Laura Stutte was in the Vonore area at approximately 3:00 a.m. on September 5, 2010.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

52. Mr. Levy's analysis indicated that there was no conclusive evidence of travel to Nashville by either of the Stuttes and that the records indicated northerly or northeast travel away from the direction of reported travel to Nashville.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

53. ANPAC denied the Stuttes' insurance claim by letter dated May 12, 2011.

**Response: Admitted.**

54. Before the insurance claim was denied, ANPAC paid \$2,847.00 on or about September 20, 2010 for temporary housing from September 15, 2010 through October 15, 2010.

**Response: Admitted.**

55. Before the insurance claim was denied, ANPAC paid \$610.17 directly to the Stuttes on February 11, 2011 for gas, water and sewer for the time period of October 19, 2010 through January 26, 2011.

**Response: Admitted.**

56. Before the insurance claim was denied, ANPAC further paid \$3,500.00 directly to the Stuttes on April 15, 2011 for a pet deposit, security deposit and rent from November 1, 2010 through January 19, 2011.

**Response: Admitted only to the extent that ANPAC paid \$3,500.00 to the Stuttes as reimbursement for a pet deposit, security deposit, and rent. Otherwise, denied.**

57. At the time of the fire, the Stuttes' owned two pieces of real property, with three mortgages and had a monthly car payment.

**Response: Admitted.**

58. At the time of the fire, the Stuttes had credit cards, one of which had a balance of approximately \$7,000.00, another which had a balance of approximately \$2,000.00, and they owed Lumber Liquidators approximately \$4,000.00.

**Response: Admitted.**

59. At the time of the fire, the Stuttes owed approximately \$3,0000.00 [sic] to the IRS.

**Response: Denied.**

60. The Stuttes' home was for sale at the time of the fire and Dan Watson was the real estate agent who listed the property on or about August 4, 2010.

**Response: Admitted.**

61. At the time of the fire, the Stuttes wanted to move away from where they lived and had wanted to sell the house for some time.

**Response: Admitted only to the extent that, at the time of the fire, the Stuttes wished to move out of the house located at 2715 Highway 360 in Vonore. Otherwise, denied.**

62. Only Laura Stutte, Carol Stutte, and Kimberly Holloway had keys to the property.

**Response: Denied.**

63. The Stuttes described their dogs as their "alarm system."

**Response: Admitted.**

64. Neighbors reported that the Stuttes removed a large amount of furniture from the house during the two weeks before the fire.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

65. Before the fire, the Stuttes changed their mailing address at the post office and electric company.

**Response: Admitted.**

66. Before the fire, the Stuttes increased their insurance coverage on the house and the contents.

**Response: Admitted.**

67. The Stuttes own another house located at 216 Deport Street in Vonore.

**Response: Admitted.**

68. ANPAC retained a handwriting expert, Theresa F. Dean, to analyze and compare the handwriting used to write on the plywood at the Stuttes' 216 Depot Street house with the handwriting used to spray paint the word "QUEERS" on the Stuttes' garage.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

69. Ms. Dean opined, based on a reasonable degree of certainty, that the person who spray painted the word "QUEERS" on the Stuttes' garage was probably the same person who spray painted on the plywood at the Stuttes' 216 Depot Street House.

**Response: Without discovery, the Stuttes lack information sufficient to admit or deny the allegations in this paragraph and, on that basis, they are denied.**

70. In its Complaint for Declaratory Judgment, ANPAC asserted the defense of arson as well as the intentional act exclusion and the concealment of fraud provision contained in the policy.

**Response: Admitted.**

71. In response to the Complaint for Declaratory Judgment, the Stuttes counterclaimed against ANPAC, alleging breach of contract, violation of the Tennessee Consumer Protection Act, and statutory bad faith.

**Response: Admitted.**

Dated: November 15, 2011

Respectfully submitted,

/s/ Seth A. Tucker

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and Laura Jean Stutte*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 15th day of November, 2011, a copy of the foregoing **The Stuttes' Responses to ANPAC's Statement of Undisputed Facts** was filed electronically using the Court's Electronic Filing System. Notice of this filing will be served through the Electronic Filing System to parties or counsel who are Filing Users, and by first-class mail to any party or counsel who is not served through the Electronic Filing System.

/s/ Jonathan G. Hardin

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