

OIC Rules Coordinator

From: Ryan Borth <ryan@flashsauto.com>
Sent: Monday, October 6, 2025 3:45 PM
To: OIC Rules Coordinator
Subject: Rules Coordinator Comments and documents
Attachments: pdf.pdf

Importance: High

External Email

Dear Rules Coordinator,

My name is Ryan Borth and I own Flash's Auto Body in Spokane Washington. We are a small, local family-owned collision repair company and have a 4.9 star rating on Google with over 300 reviews. I have invested in all the latest technologies and equipment so I can perform OEM compliant and high-quality repairs and take pride in performing the best repairs in Spokane.

But, every day I see insurance company claims adjusters try to pressure my customers to NOT doing business with my shop. Many times, my customers have told me that their insurance adjuster spent over an hour on the phone with them trying to pressure them to choose a different shop than Flash's Auto Body, that they will have massive out of pocket expenses if they choose our shop, the insurance company won't be able to inspect their car for weeks causing significant delays, that our shop over bills for repairs and other false statements.

Insurers should not be allowed to pressure, intimidate, mislead, or direct customers into using their own Direct Repair Program (DRP) shops. Many other states have clear rules for how insurers can interact with consumers. The reason these rules are in place in those states is because those states have seen how insurers have engaged in trying to control the prices at auto repair shops through intimidation, boycotting like tactics, using lowball estimates and threats to consumers of having out of pocket expenses.

I honestly feel like I live in a third world country where the bad actors are trying to run me out of business. The circumstances have become really bad in the past few years due to several changes. One change is that insurers demand consumers take their cars to Copart or IAA regardless of damage under the guise of evaluation. Once the cars are at those facilities, I have seen insurers have the car moved to a DRP shop for repairs without consent or knowledge of the vehicle owner. The second thing that has changed, and likely the largest issue, is that a few of my customers had to go fight their insurer due to large out of pocket expenses the insurance company left them with. My customers have hired their own 3rd party appraiser to dispute their insurance settlement. In every case, my clients have won their cases against their insurer and were awarded much higher settlements that the insurer agreed to pay when their car was at my shop. In several of the cases, I found out that the insurance company was sued for bad faith. In another case, the Insurance Commissioner investigated Allstate insurance and Allstate was fined.

Instead of shaping up and following the rules, these insurers have gone to war against my shop and doubled down to steer every consumer away at all costs.

Here are several examples of what some insurers are telling our customers:

Nearly every customer who has Allstate insurance schedules repairs with our facility receives a message containing the following language:

"Allstate will not approve labor rate differences presented by your shop of choice and will not reimburse any labor rate differences upon final bill. This will be at the vehicle owner's expense... Allstate is authorized to pay rates based on our most recent labor rate survey that we have filed with the Washington State Department of Insurance."

These states are totally false as NO such survey has been publicly filed. This statement is misleading to consumers, implying that their chosen shop is overcharging, that Allstate doesn't even have authority to pay more than the rate on their estimate, or that they will inevitably face significant out-of-pocket costs with no recovery.

Progressive insurance uses similar language to discourage customers from choosing our shop as well. Here is a response from a recent customer.

"On September 10th, 2025, Amy with Progressive called my cell phone, informing me that I would need to choose a different autobody shop than the one I chose to avoid paying out of pocket for repairs of my 2010 Toyota Corolla. Amy refused for the call to be recorded, and refused to repeat what she stated on a recorded line."

Mutual of Enumclaw recently told one of our customers:

"You can choose to go the easy road or the hard road... the preferred shop is the easy way."

These statements are lies, deliberate false statements that mislead customers and directly harm independent auto repair shops like ours. Our small shop employs five people, and the loss of work caused by these practices has already forced us to make layoffs. At this rate, I am unsure whether we will remain open past the start of next year.

All we want is the opportunity to repair our customers vehicles safely, according to manufacturer standards, and to pay our technicians a living wage. At current insurer-controlled labor rates (as low as \$65/hour), that is not possible. \$65 dollars per hour is a wage, not a labor rate to run a business on.

For a little more perspective, I also own 5 Mile Auto Service in Spokane. We are predominately a service and general maintenance company that does some vintage and classic cars. 5 Mile's labor rates range from \$145 to \$195 per hour and are paid every day by our customers and even insurance companies. We are on the low side of the labor rate market in Spokane. My point is that the free market prices are vastly different than what insurers are trying to force on auto repair shops that mostly perform body and structural repairs. As the owner of both a collision repair shop and a general auto service company, I can tell you the cost to have a properly equipped collision shop is much higher than an auto service shop.

Lastly, I am really concerned that if insurers must rely on a "competent" repair appraiser, that individual must be both independent and qualified. DRP estimators, who are contractually obligated to write estimates within insurer guidelines, cannot be considered independent or competent appraisers under this definition.

A competent appraiser should:

- Follow OEM repair procedures.
- Be free from insurer interference.
- Be accountable for the accuracy and safety of repair assessments.

Included with this email is many emails I have received from my customers as well as insurers that authenticate my statements.

Thank you for your time and consideration,

Ryan Borth

Flash's Collision Customs Classics
2417 N. Astor St.
Spokane, WA 99207
www.flashsauto.com



From: [REDACTED]
Sent: Monday, October 6, 2025 3:08 PM
To: Estimator Flash's Auto
Subject: FW: Allstate claim: 000796846533

Subject: Re: Allstate claim: 000796846533

Reply-To: claims@claims.allstate.com

Claim 0796846533



Hello. Our Adjuster Lisa is out of the office today and will return Monday. I reviewed the letter she had sent you and your requests. In recommending the shop she did was to offer you a Allstate Good Hands repair shop that is certified by Tesla. Allstate owes for a industry standard repair and the labor rates that are accepted in this market. Allstate can have the repairs done with the labor rates shown on the estimate by a certified Tesla repair shop and this is what Allstate owes. You absolutely have the right to choose any shop you wish to have the repairs done. Allstate owes for what is reasonable and customary and the estimate we have at this time reflects that. You do have the option of having the repairs done through your carrier and your Insurance carrier will then bill Allstate for the repairs after the repairs are completed.

Brett Mathews
Phone: (888) 706-3686
Fax: (866) 447-4293
claims@claims.allstate.com
Allstate Fire and Casualty Insurance Company

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**** Please do not delete your unique Conversation ID ****

*** Conversation ID: FRebadc74f59124f ***



Sent: Tuesday, Jul 01, 2025, 07:39 PM

To: claims@claims.allstate.com

Subject: [EXTERNAL] Re: Allstate claim: 000796846533

Dear Ms. Johnson,

I am writing regarding your revised estimate for repairs to my 2016 Tesla Model X P90D, following the accident in which I was **not at fault**.

From the outset, I made it explicitly clear that I wanted my vehicle repaired at **Flasbs Auto Body**, not Crash Champions. Despite this, you persistently attempted to steer me toward Crash Champions behavior I find inappropriate.

Whats most concerning is the estimate disparity:

You approved a **body labor rate of \$100/hour** for Crash Champions.

For Flasbs Auto Body, you reduced the body labor rate to **\$67/hour**.

You also lowered the mechanical labor rate from **\$140/hour to \$110/hour**.

You justified this by stating:

Customer selected non-certified Tesla repair shop for collision repair. Tesla labor rates approved for Tesla-certified shops only. Fair market labor rates apply.

However, a \$67/hour body labor rate is **not** a fair market rate in Spokane. Independent data and labor surveys for Washington collision repair show typical labor rates between **\$135\$145/hour**, which is consistent with regional standards. Therefore, your rate reduction appears punitive and below fair market value.

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I expect the following corrective actions:

1. Update the estimate to reflect **reasonable, fair-market labor rates** consistent with the \$100 hourly rate originally approved for Crash Champions, or the true market range of **\$135\$145/hour**.
2. Resume honoring my **right to choose Flashes Auto Body** as mandated by law, without interference.
3. Provide transparent communication and justification for any future adjustments.

If this matter is not resolved correctly and without delay, I will file a formal complaint with the **Washington State Office of the Insurance Commissioner**.

Sincerely,



Sent from my iPhone

On Jun 30, 2025, at 2:25PM, claims@claims.allstate.com wrote:

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I have attached an estimate for repairing the damage to the 2016 Tesla for___. Payment has been issued to the shop per this repair estimate. Please contact the Allstate Claim File Handler at 800-255-7828 with any questions.

If you need help finding a good repair shop, please use this link to search for the Allstate Good Hands Repair Network in your area: <https://shoplocator.allstate.com/> Please check with your repair shop to discuss any possible out-of-pocket costs. This includes differences in labor and material rates between what Allstate can pay and what your shop charges.

Allstate cannot approve labor rate differences from your chosen shop and will not reimburse any differences on the final bill. This will be at vehicle owners expense.

Allstate is authorized to pay rates based on our most recent labor rate survey that we have filed with the Washington State Department of Insurance. This survey was developed using the prevailing market rates in your area and is used as a reference for settling claims.

If your repair shop finds any additional damage during repairs, Allstate will review any extra items, like parts and repair times, and may allow for reasonable additional charges.

To avoid out-of-pocket repair costs, an Allstate technician must inspect supplement items while the vehicle is at the shop and taken apart, before repairs are finished and the vehicle is released. Failure to notify Allstate of any supplemental damage may result in denial of payment for these damages. Review of all invoices will be requested.

Allstate's liability will not exceed what it would cost to repair or replace the property or part with other aftermarket or like kind and quality parts.

Using recycled, aftermarket, or reconditioned parts is common in the repair industry. Using these parts will not void your vehicle's warranty. The warranty on those parts expire once they needed replacement.

SUPPLEMENT PROCESS INSTRUCTIONS:

Any additional damages must be inspected by an Allstate technician while the vehicle is at the shop and torn down, prior to the repairs being completed.

From: claims@claims.allstate.com <claims@claims.allstate.com>

Sent: Monday, December 16, 2024 11:28 AM

To: Ryan Borth <ryan@flashsauto.com>

Cc: [REDACTED]

Subject: Allstate claim: 000776026635

Attached is the supplement & payment screen shot for the 2002 Toyota Camry for Lisa Flores. I've issued the check to the shop direct, so you should have that in 5-7 business days. The original estimate payment was issued & sent to the vehicle owner last week.

Check with your repair facility to make arrangements for potential out-of-pocket expenses. such as labor/material rate differences between the amount Allstate is authorized to pay and the amount charged by your repair facility.

Allstate will not approve labor rate differences presented by your shop of choice and will not reimburse any labor rate differences upon final bill. This will be at vehicle owners expense.

Allstate is authorized to pay rates based on our most recent labor rate survey that we have filed with the Washington State Department of Insurance. This survey was developed using the prevailing market rates in your area and is used as a reference for settling claims.

Pending any further loss related damages that your repair shop may find during the course of repair, Allstate will review any supplement items such as parts, repair/refinish times and will allow for any additional reasonable charges during the repair process.

To eliminate out of pocket repair expenses. supplement items must be inspected by an Allstate technician while the vehicle is at the shop and torn down, prior to the repairs being completed and vehicle being released. Failure to notify Allstate of any supplemental damage may result in denial of payment for these damages. Review of all invoices will be requested.

Allstate's liability will not exceed what it would cost to repair or replace the property or part with other aftermarket or like kind and quality parts.

The use of recycled/aftermarket/reconditioned parts is industry accepted and utilized every day in repairs. Utilization of these parts would not void the vehicle warranty. The warranty on those parts expire once they needed replacement.

From: daims@claims.allstate.com<claims@claims.allstate.com>

Sent: Monday, January 6, 2025 8:25 AM

To: Estima r Flash's Auto <estimator@flashsauto.com>

Cc: [REDACTED]

Subject: Allstate claim: 000778452508

Attached is the supplement & payment screen shot for the 2023 Audi Q5. Payment has been issued and sent to the body shop and should be received in 3-5 business days.

Check with your repair facility to make arrangements for potential out-of-pocket expenses, such as labor/material rate differences between the amount Allstate is authorized to pay and the amount charged by your repair facility.

Allstate will not approve labor rate differences presented by your shop of choice and will not reimburse any labor rate differences upon final bill. This will be at vehicle owners expense.

Allstate is authorized to pay rates based on our most recent labor rate survey that we have filed with the Washington State Department of Insurance. This survey was developed using the prevailing market rates in your area and is used as a reference for settling claims.

Pending any further loss related damages that your repair shop may find during the course of repair, Allstate will review any supplement items such as parts, repair/refinish times and will allow for any additional reasonable charges during the repair process.

To eliminate out of pocket repair expenses, supplement items must be inspected by an Allstate technician while the vehicle is at the shop and torn down, prior to the repairs being completed and vehicle being released. Failure to notify Allstate of any supplemental damage may result in denial of payment for these damages. Review of all invoices will be requested.

Allstate's liability will not exceed what it would cost to repair or replace the property or part with other aftermarket or like kind and quality parts.

The use of recycled/aftermarket/reconditioned parts is industry accepted and utilized every day in repairs. Utilization of these parts would not void the vehicle warranty. The warranty on those parts expires once they needed replacement.

SUPPLEMENT PROCESS INSTRUCTIONS:

From: claims@claims.allstate.com <claims@claims.allstate.com>

Sent: Friday, June 13, 2025, 1:53 PM

Cc: ryan@spokaneautobodyrepairs.com <ryan@spokaneautobodyrepairs.com>

Subject: Allstate claim: 000792737587

Attached is the Allstate approved supplement for the 2024 Cadillac Lyriq. Payment has been issued to the Shop and should be received in 5-7 business days.

Check with your repair facility to make arrangements for potential out-of-pocket expenses, such as labor/material rate differences between the amount Allstate is authorized to pay and the amount charged by your repair facility.

Allstate will not approve labor rate differences presented by your shop of choice and will not reimburse any labor rate differences upon final bill. This will be at vehicle owners expense.

Allstate is authorized to pay rates based on our most recent labor rate survey that we have filed with the Washington State Department of Insurance. This survey was developed using the prevailing market rates in your area and is used as a reference for settling claims.

Pending any further loss related damages that your repair shop may find during the course of repair, Allstate will review any supplement items such as parts, repair/refinish times and will allow for any additional reasonable charges during the repair process.

To eliminate out of pocket repair expenses, supplement items must be inspected by an Allstate technician while the vehicle is at the shop and torn down, prior to the repairs being completed and vehicle being released. Failure to notify Allstate of any supplemental damage may result in denial of payment for these damages. Review of all invoices will be requested.

Allstate's liability will not exceed what it would cost to repair or replace the property or part with other aftermarket or like kind and quality parts.

The use of recycled/aftermarket/reconditioned parts is industry accepted and utilized every day in repairs. Utilization of these parts would not void the vehicle warranty. The warranty on those parts expire once they needed replacement.

SUPPLEMENT PROCESS INSTRUCTIONS:

Any additional damages must be inspected by an Allstate technician while the vehicle is at the shop and torn down, prior to the repairs being completed.

--- You may upload the supplement with supports such as invoices, photos, measurements, etc, to <https://allsupplements.allstate.com/#/>. It will be assigned to the next available adjusters' opening to reach-out to the shop to review.

--- For repairs shops using CCC One Estimating, supplement requests can be submitted using Estimate Share. The claim number and workfile Id located at the top of this document will be needed to proceed.

To whom it may concern,

On September 10th, 2025, Amy (509-703-1521) called my cell phone, informing me that I would need to choose a different autobody shop than the one I chose to avoid paying out of pocket for repairs of my 2010 Toyota Corolla. Amy refused for the call to be recorded, and refused to repeat what she stated on a recorded line.

Initially, Progressive claims representative Shaniya Johnson stated on September 4th, 2025 on the phone I can choose any auto repair shop I would like in the Spokane, WA area, where I reside, to repair my car, and Progressive will work with the chosen auto shop regarding repair coverage and estimates. I had no fault in the vehicle accident and the other driver assumed 100% responsibility for the accident and for the damages to my car. However, Progressive is claiming I am responsible for the difference in price between the estimates quoted from the autobody shop and Progressive team (see screenshot below).

Progressive representative, Amy, claims the auto body shop I chose to repair my car, Flash's Auto Body and Paint, located at 2417 N Astor St, Spokane WA, 99207, maintains higher labor rates than other auto shops in the area, and "doesn't like working with us" she stated on September 10th, 2025 via phone. Flash's Auto Body and Paint is a reputable and reasonably priced auto shop in Spokane, that has provided me excellent customer service and has a lifetime warranty. All of their prices reflect their honesty, quality work, auto parts, and increasing labor costs of 2025.



Progressive claim number: 25-886791036

Screenshot from Shaniya Johnson (440-566-7930) Progressive Claims representative: