EXHIBIT B

District Court__Jefferson____ County, Colorado Court Address: 100 Jefferson County Parkway Golden, CO 80401 Plaintiff(s): Michael Painter 670 S Youngfield Ct Lakewood, Colorado 80228 V. Defendant(s): State Farm Mutual Automobile Insurance % CT Corporation System, Registered Agent 7700 E Arapahoe Road Centennial, Colorado 80112 Attorney or Party Without Attorney: Michael Painter 670 S Youngfield Ct Lakewood, Colorado 80228 Phone Number:303-902-1579 Email:Revtransportation@gmail.com FAX Number: Atty. Reg. #:	FILED IN THE COMBINED COURT DATE FILED: April 6, 2026 CASE NUMBER: 2026CV86 APR 6 2026 JEFFERSON COUNTY, COLORADO ^COURT USE ONLY^ Case Number: 26CV86 Division: 7 Courtroom: 430
District Court Civil Complaint	

Plaintiff, Michael Painter ("Plaintiff"), for his Complaint against Defendant, State Farm Mutual Automobile Insurance Company ("State Farm" or "Defendant"), states and alleges as follows:

I. NATURE OF THE ACTION

1. This is a first-party insurance action arising out of State Farm's breach of contract, unreasonable delay and denial of payment of claims under C.R.S. §§ 10-3-1115 and 10-3-1116, and common law bad faith in handling Plaintiff's uninsured/underinsured motorist (UM/UIM), property, and related covered claims. (See Ex. 10.5, .)

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II. PARTIES, JURISDICTION, AND VENUE

2. Plaintiff is a natural person and resident of Jefferson County, Colorado.

3. Defendant is an insurer authorized to do business in Colorado.

4. Venue is proper and this Court has jurisdiction pursuant to Colorado law, C.R.S. § 13-1-124, as the events and omissions giving rise to this Complaint occurred in Jefferson County.

III. FACTUAL ALLEGATIONS

A. The Policy and Covered Claims

5. At all relevant times, Plaintiff was a named insured under an automobile insurance policy issued by State Farm including UM/UIM, property damage, and applicable first-party benefits. (Ex. 10.5.)

6. Plaintiff satisfied all contractual and statutory prerequisites for coverage.

B. The February 28, 2025 Incident

7. On February 28, 2025, Plaintiff was involved in a violent road rage incident where a tortfeasor struck his vehicle and threatened him with a firearm.

8. This incident resulted in severe property loss, bodily injury, PTSD, wage loss, and related damages.

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C. The April 19, 2025 Incident

9. On April 19, 2025, Plaintiff's vehicle sustained additional damage due to a hit-and-run, resulting in further losses and a total loss determination.

10. Plaintiff's repair estimate from AutoSport Collision Repair was $18,786.49.

D. Claim Submission and Handling

11. Plaintiff submitted comprehensive documentation of losses, including police reports, repair estimates, wage and therapy records, and all requested information

12. State Farm failed to timely and fully pay all covered benefits, offered insufficient payment, and issued a delayed property loss check, using automated/template claim communications rather than individualized, good faith investigation and decision-making.

13. Plaintiff issued multiple statutory/time-limited demands and escalation notices.

14. Defendant's offers and responses failed to fully resolve or compensate Plaintiff's covered losses.

15. State Farm's conduct caused ongoing economic and non-economic harm, including uncompensated wage loss, loss of use, vehicle deprivation, restoration expenses, rental costs, medical/mental health care, and credit impairment.

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IV. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Breach of Contract)

16. Plaintiff incorporates all above paragraphs as if fully set forth herein.

17. A valid and enforceable insurance contract existed between Plaintiff and Defendant. (Ex. 10.5.)

18. Plaintiff performed all conditions precedent and/or was excused from performance.

19. Defendant breached the contract by failing to pay covered benefits timely and in full.

20. As a direct and proximate result, Plaintiff suffered damages, including those specified above.

SECOND CLAIM FOR RELIEF

(Statutory Bad Faith – C.R.S. §§ 10-3-1115, 10-3-1116)

21. Plaintiff incorporates all prior allegations.

22. Defendant unreasonably delayed and/or denied payment of first-party covered benefits after receiving all required documentation and proofs of loss.

23. Defendant's conduct included: fragmented communication, reliance on AI/template denials, claim undervaluation, and failure to issue undisputed benefits.

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24. Plaintiff is entitled to two times the covered benefit, statutory interest, and attorney's fees/costs pursuant to Colorado law.

THIRD CLAIM FOR RELIEF

(Common Law Bad Faith)

25. Plaintiff incorporates all prior allegations.

26. Defendant owed Plaintiff a duty of good faith and fair dealing in all aspects of claim investigation and payment.

27. Defendant breached that duty through unreasonable, reckless, and/or knowing misconduct.

28. State Farm's mishandling of both the initial injury and subsequent property loss claim was unconscionable and caused direct, consequential, and extra-contractual damages to Plaintiff.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests entry of judgment in his favor and against Defendant as follows:

A. For all contractual benefits owed;

B. For compensatory damages, including all economic and non-economic losses shown above;

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C. For statutory penalty of two times covered benefit, interest, and attorney's fees/costs pursuant to law;

D. For consequential and extra-contractual damages as permitted;

E. For pre-judgment and post-judgment interest;

F. For such further relief as this Court deems just and proper.

VI. JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

Respectfully submitted this 6th day of April, 2026.

4-6-2026

Michael Painter, Pro Se

670 South Youngfield Court

Lakewood, Colorado 80228

revtransportation@gmail.com

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District Court
Jefferson County, Colorado
Court Address: 100 Jefferson County Parkway Golden, CO 80401

▲ COURT USE ONLY ▲

Plaintiff(s): Michael Painter
620 S Youngfield Ct Lakewood, CO 80228

V.

Defendant(s): State Farm Mutual Automobile Insurance
c/o CT Corporation System, Registered Agent
7700 E. Arapahoe Rd. Centennial, CO 80112

My Name: _____
Address: _____
City: _____ State: _____
Phone: _____
Email: _____

Case Number: 2026CV86
Division: 7
Courtroom: A30

ANSWER TO DISTRICT COURT CIVIL COMPLAINT

1. A Jury Trial?
   Do you want a Jury? *(Check one)* ☐ No ☐ Yes *(extra fee)*

2. Response to Facts
   For each paragraph in the Complaint, state if the facts are:
   True | False | I Don't Know

Attach additional pages as needed.

1) _____

2) _____

3) _____

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4) _____

5) _____

6) _____

7) _____

8) _____

3. Affirmative Defense

I should not be held (as) responsible because: *(check all that apply)*

For Contracts

☐ We agreed to end the contract. *Accord and Satisfaction.*

☐ I only entered the contract because of a threat of harm. *Duress.*

☐ I acted after relying on misleading information by the Plaintiff. *Estoppel.*

☐ Other: **[DESCRIBE ANY FACTS YOU BELIEVE REFUTE THAT A CONTRACT EXISTS OR THAT PLAINTIFF HAS ANY RIGHT TO ENFORCE THE CONTRACT]**

_____

_____

For Injuries

☐ The Plaintiff understood there was a high risk of injury. *Assumption of the Risk.*

☐ The Plaintiff's own mistakes contributed to their injury. *Contributory Negligence.*

☐ The Plaintiff didn't act to reduce the damage after injury. *Failure to Mitigate.*

☐ Other: **[DESCRIBE ANY FACTS YOU BELIEVE REFUTE ANY RESPONSIBILITY FOR PLAINTIFF'S INJURIES.]**

_____

_____

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For Any Type of Claim

- ☐ This debt has been discharged in a Bankruptcy.
- ☐ This matter has been decided by another case. *Res Judicata* | *Collateral Estoppel.*
- ☐ It is too late to start the case. *Statute of Limitations* | *Laches.*
- ☐ Other: _____.

4. Counterclaims?

Will you be bringing claims against the Plaintiff? *(Check one)*

- ☐ No
- ☐ Yes *(extra fee)*
  - Please attach your Counterclaim as a separate document.
  - The document contains my grounds for the suit.
  - It also contains the facts that establish those grounds.

5. Crossclaims?

Will you be bringing a crossclaim against a co-defendant?

- ☐ No
- ☐ Yes *(extra fee)*
  - Please attach your Crossclaim as a separate document.
  - The document contains my grounds for the suit.
  - It also contains the facts that establish those grounds.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.
Note: All Defendants filing this answer must sign unless the answer is signed by an attorney.

VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the _____ (date) day of _____ (month), _____ (year), at _____ (city or other location, and state OR country

_____
(Printed name of Defendant(s)

_____
Signature of Defendant(s)

_____
Signature of Attorney for Defendant(s) (if applicable)

Address(es) of Defendant(s): _____

Phone Number(s) of Defendant(s): _____

EXHIBIT B

CERTIFICATE OF SERVICE

I certify that on _____ (date) a true and accurate copy of this *ANSWER TO DISTRICT COURT COMPLAINT was* served on_____ the other party(s) or attorney(s) by:

☐ Hand Delivery

or

☐ by placing it in the United States mail, postage pre-paid, and addressed to the following:

_____

_____

_____

_____

Defendant(s) Signature

EXHIBIT B

JDF 98	**Affidavit of Service**

A. Court

Type: (ex: County or District) District Court

Colorado County: Jefferson County, Colorado

Mailing Address: 100 Jefferson County Parkway
Golden, Colorado 80401

B. Parties to the Case

Plaintiff / Petitioner: Michael Painter

Vs.

Defendant / Respondent: State Farm Mutual Auto Insurance

This box is for court use only.

C. Filed by

Name: Michael Painter

Mailing Address: 670 S. Youngfield Ct.

City, State, & Zip: Lakewood, Colorado 80228

Phone: (303) 902-1579

Email: revtransportation@gmail.com

D. Case Details

Number: 2026CV86

Division: 7

Courtroom: 430

1. My Information

I am at least 18 years old and not a party to the action.

2. Documents Served

I served these documents and any attachments:

(Warning! Check only the documents that were actually served.)

- ☐ Petition/Complaint
- ☐ Summons
- ☐ Case Cover Sheet
- ☐ Blank Answer Form
- ☐ Blank Fee Waiver Forms
- ☐ Subpoena
- ☐ Protection or Restraining Order / Citation
- ☐ Other Documents: *(please identify)*

3. Where and When Served

I served the documents above on: *(Name)* _____

In County: _____ State: _____

On: *(date – mm/dd/yyyy)* _____ At: *(time)* _____

At the following location: _____

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4. How Served

I delivered the documents: *(check one)*

a) To the Intended Recipient

☐ By handing them to *(print name)* _____

a person identified to me as the documents' intended recipient.

☐ By identifying and offering the documents to the intended recipient, but they refused service. I left the documents in a conspicuous place.

b) At Home

☐ By leaving them with *(print name)* _____

at the intended recipient's home *(usual abode)*, who is at least 18-years old and is the intended recipient's: (enter family relationship) _____

c) At Work

☐ By leaving them with *(print name)* _____

at the intended recipient's work *(usual workplace)*.

They are the intended recipient's: *(Check one)*

☐ Secretary ☐ Admin Assistant ☐ Bookkeeper ☐ Managing Agent

☐ Supervisor ☐ Human Resources Representative

☐ By leaving them with *(print name)* _____

who as *(enter title)* _____ is authorized by appointment or law to receive service of process for the intended recipient.

d) Other

☐ As otherwise allowed by Colorado Rules of Civil Procedure (C.R.C.P.) Rules 4(g) or 304(c)-(e). *(Explain):*

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e) Personal Service Not Made

☐ I attempted to serve the indented recipient on *(number)* _____ occasions, on different dates, but have not been able to complete personal service.

Personal Service Attempt 1 *(enter date)* _____

Personal Service Attempt 2 *(enter different date)* _____

I made efforts such as: _____

☐ If checked, return is made on *(date)* _____

Service by Posting [Eviction Cases Only] C.R.S. §§ 13-40-108, 112

☐ Because I haven't been able to complete service, I posted a copy of the documents in a conspicuous place at the rental property's address stated in the Complaint or Eviction Notice on *(date)* _____

5. Service Fees

I am a:

☐ Private process server. ☐ Sheriff for *(enter county)* _____

I charged the following fees:

Base Fee $ _____ Mileage $ _____

☐ No Fees Charged. Fees waived (Domestic Violence Protection Order).

6. Verified Signature

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the *(date)* _____ day of *(month)* _____ *(year)* _____
at City: *(or other location)* _____
and State: *(or country)* _____

Print Your Name: _____
Your Signature: _____

EXHIBIT F

2026 APR 22 AM 11:59

DISTRICT COURT, JEFFERSON COUNTY, COLORADO 100 Jefferson County Parkway, Golden, CO 80401	DATE FILED April 22, 2026 12:01 PM CASE NUMBER: 2026CV86 Jefferson County, CO
Plaintiff: MICHAEL G. PAINTER v. **Defendant: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**	**COURT USE ONLY**
Michael G. Painter, Plaintiff Pro Se 670 S Youngfield Ct, Lakewood, CO 80228 co.native31@gmail.com | (303) 902-1579	Case Number: **2026 CV 86** Division: **7**

FIRST AMENDED COMPLAINT AND JURY DEMAND

Plaintiff MICHAEL G. PAINTER, appearing pro se, for his First Amended Complaint against Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, alleges:

1. **Violent Felony Loss.** On February 28, 2025, Plaintiff was victimized by a violent felony menacing incident perpetrated by a State Farm insured (Sentence Order 2025CR000468).
2. **Institutional Abandonment.** Defendant breached its non-delegable duty to investigate and communicate by executing a "Unilateral Administrative Termination" of Plaintiff's claim on April 18, 2025, while Plaintiff was awaiting a vendor referral.
3. **The Total Loss Trap.** Defendant knowingly withheld undisputed repair funds for **287 days** to facilitate a nominal Zero-Tender settlement on June 5, 2025, causing Plaintiff's credit ruin and a $20,500.00 default.
4. **Permanent Impairment.** Defendant's conduct caused a **Permanent Functional Impairment (Neurological)** affecting emotional regulation and life viability. Pursuant to **C.R.S. § 13-21-102.5(5)**, these damages are **UNCAPPED**.
5. **AI Misconduct.** Defendant utilized unmonitored "AI-assisted" evaluations to handle

EXHIBIT F

Plaintiff's complex trauma claim, constituting a failure to conduct a meaningful human investigation required by law.

PRAYER FOR RELIEF Plaintiff requests judgment for: **Liquidated Economic Damages ($329,825.00)**; **Statutory Penalty (2x covered benefit)**; **Uncapped Impairment Damages**; and **Punitive Damages** for willful and wanton conduct.

Respectfully submitted,

/s/ Michael G. Painter (Dated: 4-22, 2026)

EXHIBIT F

CERTIFICATE OF SERVICE

I hereby certify that on 4-22, 2026, a true and correct copy of the **FIRST AMENDED COMPLAINT AND JURY DEMAND** was served upon the Defendant via **U.S. Mail, postage prepaid**, addressed to the Defendant's Registered Agent as follows:

State Farm Mutual Automobile Insurance Company c/o Corporate Service Company, Registered Agent 1900 West Littleton Boulevard Littleton, CO 80120

/s/ Michael G. Painter