

# **Joshua D. Shipman v. MGA Insurance Company, Inc. (GAINSCO)**



**Evidence Dossier & Settlement Demand**

November 2025

# An Exemplary Career Met with Unlawful Termination

## The Claimant

**Name:** Joshua D. Shipman

**Tenure:** 9 years, 10 months (Nov 2, 2015 – Sept 17, 2025)

**Final Role:** Claims Manager I |

**Final Salary:** \$129,327

**Performance History:** Consistent “Exceeds” or ‘Meets Expectations’ ratings from 2015-2023. No disciplinary actions on file prior to the events in question.

## The Protected Activities

**August 16, 2024:** Filed formal complaint alleging discrimination based on age (45), sexual orientation (LGBTQ+), and disability.

**July 1, 2025:** Requested reasonable ADA accommodation (flexible work location) for Autism, Anxiety, and Panic Disorder, supported by medical documentation.

## The Unlawful Actions

**Retaliation:** A 13-month pattern of adverse actions followed the 2024 complaint.

**Failure to Accommodate:** GAINSCO delayed the ADA request for 78 days without a decision.

**Termination:** Terminated on September 17, 2025, for a pretextual reason contradicted by GAINSCO's own evidence.

# The Stated Reason for Termination is Demonstrably False

## The Official Justification

Source: Email from HR Manager Scott Macduff,  
Oct 1, 2025

“Berating one of your direct reports in an email just 10 days after Travis [Cober] had met with you during a 1:1 to discuss concerns about your interactions with direct reports.”

Claim: The meeting in early September was disciplinary in nature.

## The Recorded Reality

Source: Audio Recording of Mike Parrish (CCO) & Travis Cober (VP), Sept 7-17, 2025

Mike Parrish: “Can we structure the organization and have you in a place where you can be happy at what you do?”

Fact: The recording proves the meeting was a forward-looking career development and role-fit discussion. There is **zero mention** of berating, discipline, or policy violations.

# The Recording Reveals a Career Discussion, Not a Disciplinary Action

The conversation led by Chief Claims Officer Mike Parrish was focused on organizational structure and Mr. Shipman's future role, directly contradicting the basis for termination.

## On Role Suitability

Mike Parrish: "Your passion and your desire is to sort of be in a different role that we don't have in existence."

## On Organizational Strategy

Mike Parrish: "My goal is to develop a true vision... Do we have the right leaders in the right jobs?"

## On Finding the Right Fit

Mike Parrish: "Is JD the right leader in this fast lane position... Or is he better suited for something else?"

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The company's claim of a disciplinary meeting is a fabrication. The recording proves management was discussing how to restructure the organization around Mr. Shipman's skills—the opposite of a prelude to termination for misconduct.

# A 9-Year Record of Celebrated Performance and Leadership

Prior to the 2024 complaint, Mr. Shipman's performance was consistently rated as excellent, with his communication style lauded as a key strength.

Supervisor: Mark Hayes

## 2023 Mid-Year Review

"Josh wears his passion on his sleeve and his passion for the job and the company is one of his biggest strengths."

**Rating:** Competency Average: 3.60 (Exceeds Expectations)

Supervisor: Mark Hayes

## 2022 Annual Review

**Rating:** Competency Average: 3.60 (Exceeds Expectations)

**Accomplishment:** "5 - Significantly Exceeds" on 5 Day Liability goal.

Supervisor: Mark Hayes

## 2021 Annual Review

"Outstanding job rebuilding Fastlane."

**Accomplishment:** "Kept Total Loss together" during the Great Resignation.

**Key Takeaway:** There is no documented history of performance issues or communication problems that would justify the sudden termination. The "berating" allegation is an outlier inconsistent with a decade of positive reviews.

# The First Protected Activity: A Formal Complaint is Filed

## The Complaint

### Date

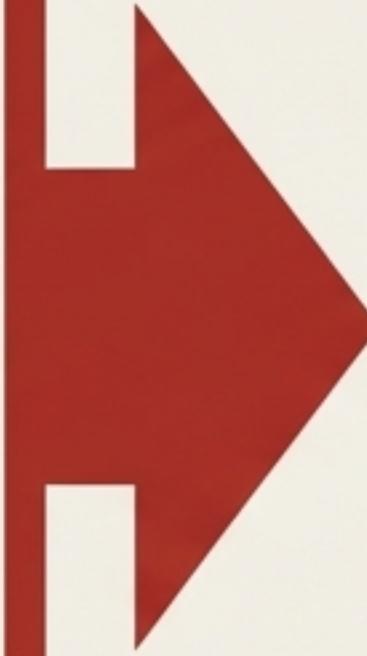
August 16, 2024

### Action

Mr. Shipman submits a formal complaint to HR (Stephanie Pathak) alleging discrimination based on sexual orientation, age, and belief, and a hostile work environment.

### Company Response

General Counsel directs a "thorough investigation." (Findings were never communicated to Mr. Shipman).



## The Retaliation Begins

**41 DAYS LATER (Sept 26, 2024)**

### Adverse Action #1

Job title is administratively changed to "Claims Manager I," imposing a career ceiling.

**3 MONTHS LATER (Nov-Dec 2024)**

### Adverse Actions #2-4

Total Loss division is removed from his management; he is excluded from leadership meetings and strategic projects.

### Mid-2024 Performance Review

First negative performance review in over 9 years, citing "burnout" and raising performance concerns for the first time.

# The Second Protected Activity: An ADA Request Meets 78 Days of Silence

## 1. The Request

Inter

**Date:** July 1, 2025

**Action:** Mr. Shipman submits a formal request for a flexible work location as a reasonable accommodation for his diagnosed Autism Spectrum Disorder, Anxiety, and Panic Disorder.

**Supporting Evidence:** Includes a letter from his medical provider (APRN Ayla Jenson Naughton) explaining the medical necessity.

## 2. The Company's Failure to Engage

in Inter

**July 15 & 25, 2025**

HR (Scott Macduff) stalls, requesting a “dated letter” (it was already dated) and additional “clarification.”

**July 29, 2025**

Mr. Shipman provides a fully compliant, updated medical letter addressing all of HR’s questions.

**July 29 - Sept 17, 2025 (7 WEEKS): Complete Silence**

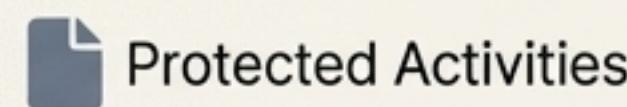
GAINSCO provides no response, no approval, no denial, and no alternative accommodations.

## 3. The Outcome

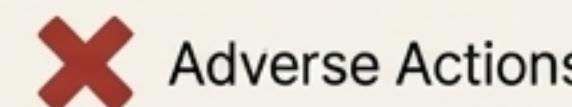
Inter

The 78-day period of inaction culminates not in an accommodation, but in **termination**. This constitutes a clear failure of the required interactive process.

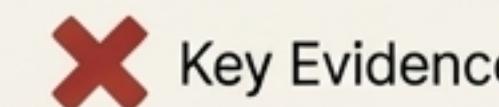
# An Inescapable Timeline of Retaliation



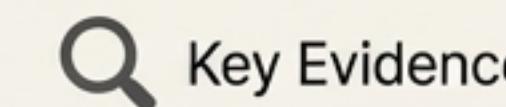
Protected Activities



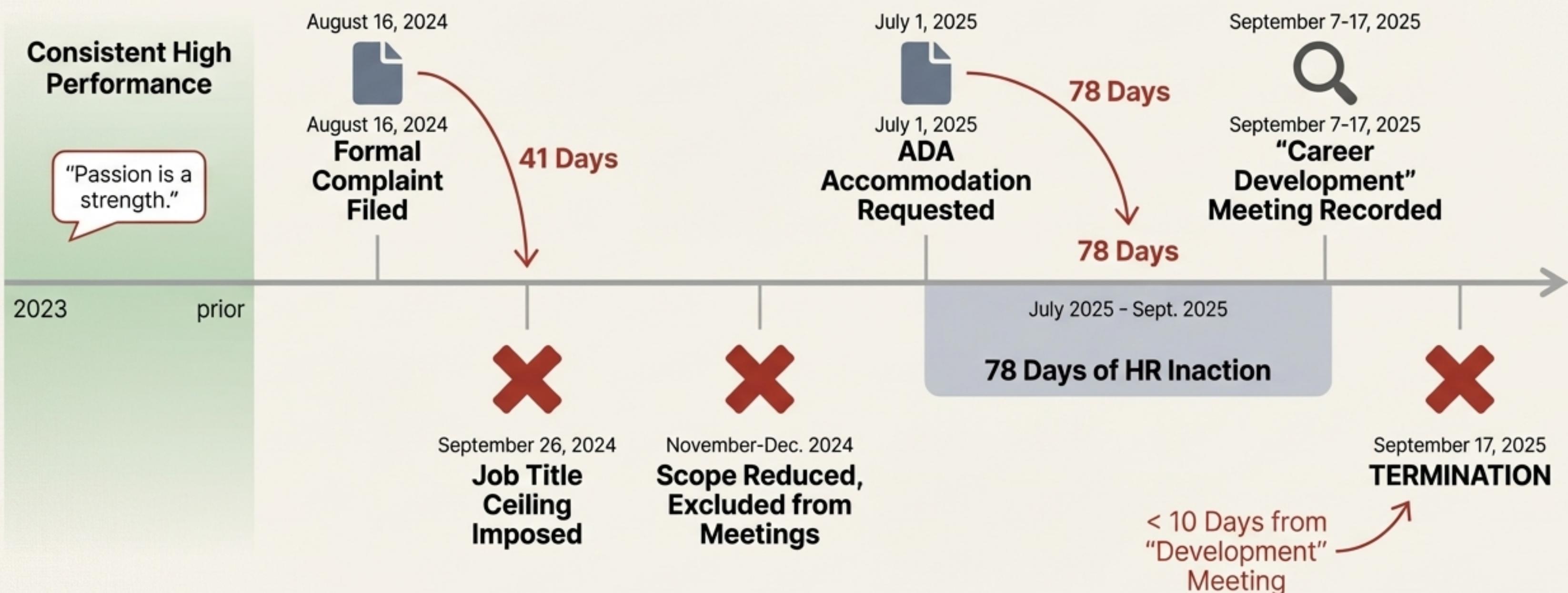
Adverse Actions



Key Evidence



Key Evidence



# The Evidence Supports Multiple, Overlapping Legal Claims

## ADA Retaliation

★★★★★ Extremely Strong

**Protected Act:** ADA accommodation request (July 1, 2025).

**Adverse Action:** Termination (78 days later).

**Proof of Pretext:** The recorded meeting proves the company's stated reason for termination is false.

## Failure to Accommodate

★★★★★ Extremely Strong

**Breach:** 78 days of delays and silence, failure to engage in the interactive process.

**Outcome:** Termination during a pending request for a \$0 cost accommodation.

## Disability Discrimination

★★★★★ Extremely Strong

**Basis:** Termination was based on autism-related traits ("passion," communication style) that were previously praised but later weaponized.

**Proof:** The recorded meeting confirms management was planning to remove him from his role because of these disability-related characteristics.

## Title VII Retaliation

★★★★☆ Strong

**Protected Act:** Discrimination complaint (Aug 16, 2024).

**Proof:** A sustained 13-month pattern of escalating adverse actions, starting just 41 days after the complaint was filed.

# Disability Traits: Once Celebrated as Strengths, Later Weaponized for Termination

**Before Protected Activity** (Supervisor: Mark Hayes)

## Passion

"Josh wears his passion on his sleeve and his passion for the job and the company is one of his biggest strengths."

**Context:** Traits associated with Autism (intense focus, direct communication) are praised and valued. Informal accommodations are provided. Performance is high.

**After Protected Activity** (Supervisor: Travis Cober)

## Berating

Fired for "berating" a direct report.

**Context:** The same traits are now characterized as a terminable offense. This shift occurs after Mr. Shipman formally disclosed his disability and requested accommodation. The CCO's recorded comments about his suitability for a 'fast lane position' confirm the company made a decision based on these disability-related traits.

# The Financial Consequences of Unlawful Termination

**\$650,000**

## Economic Damages

**\$379,000**

Calculable losses including back pay, front pay, lost benefits, and career advancement losses.

## Non-Economic Damages

**\$150,000**

Compensation for documented emotional distress, pain and suffering, reputational harm, and impact on his marriage.

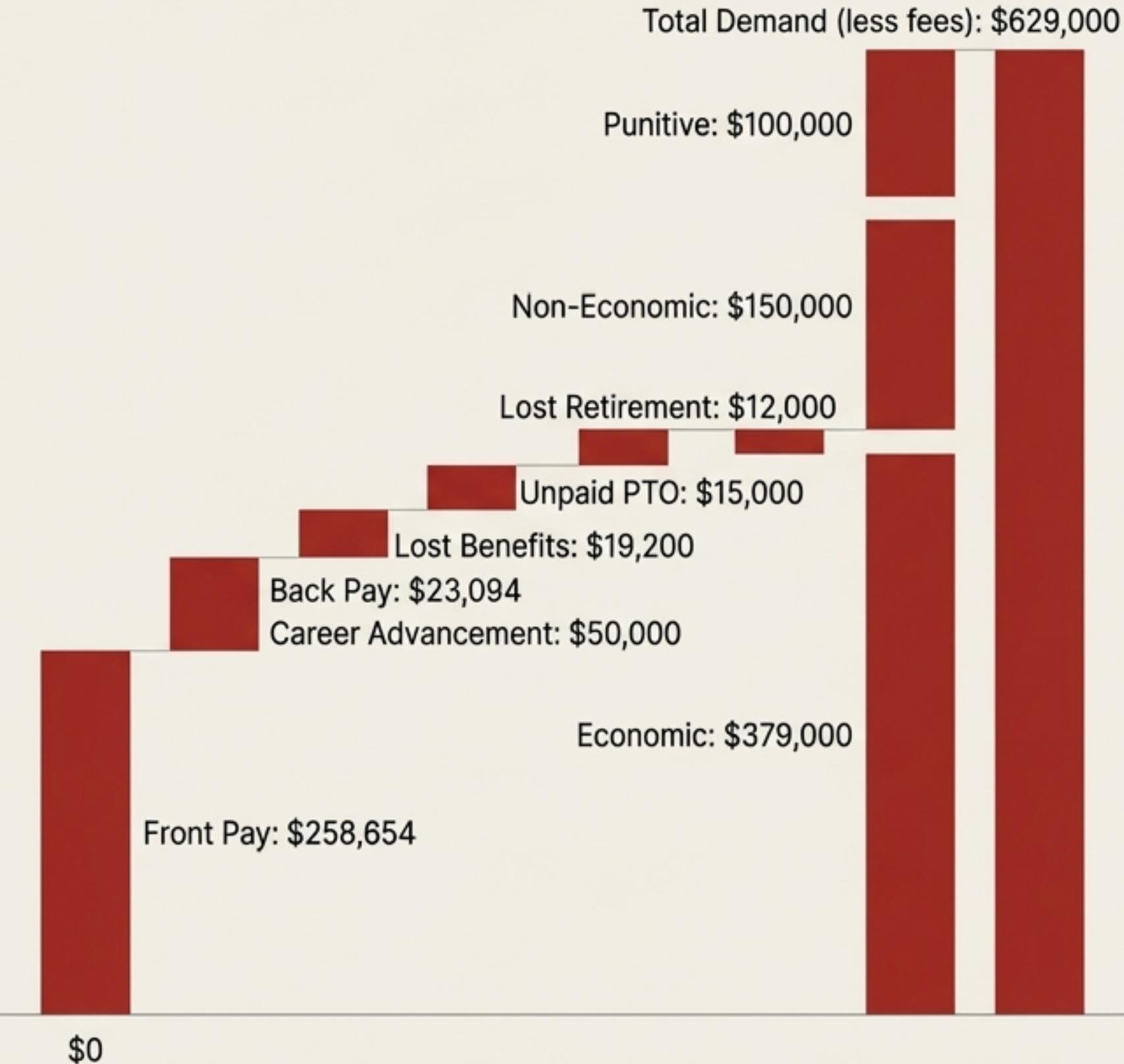
## Punitive Damages

**\$100,000**

Sought due to GAINSCO's bad faith, deliberate indifference to ADA rights, and the willful manufacturing of a false reason for termination.

Footnote: The demand also includes estimated attorneys' fees and costs of \$21,000, which are recoverable under federal law.

# Substantiation of Damages



## Economic Damages (\$379,000)

- Front Pay (2 Years): **\$258,654**
- Career Advancement Losses: **\$50,000**
- Back Pay (to date): **\$23,094**
- Lost Benefits (Health Insurance): **\$19,200**
- Unpaid PTO: **\$15,000**
- Lost Retirement Contributions: **\$12,000**

## Non-Economic Damages (\$150,000)

- Emotional Distress: **\$75,000** (Supported by medical documentation of severe anxiety, panic attacks, and depression)
- Loss of Consortium / Marriage Impact: **\$50,000** (Supported by evidence of ongoing marriage counseling beginning Feb 2025)
- Reputational Harm: **\$15,000**
- Medical & Therapy Costs: **\$10,000**

## Punitive Damages (\$100,000)

Basis for this claim is detailed on the following slide.

# The Basis for Punitive Damages: A Willful Disregard for Federal Law

GAINSCO's actions demonstrate malice and reckless indifference, justifying a punitive award.

## 1. Manufacturing a False Termination Reason

The recorded meeting proves the company knowingly bestowed fabricated the 'berating' justification to create a pretext for a retaliatory discharge. This is evidence of intentional malice.

## 2. Bad Faith in the ADA Interactive Process

Stalling an accommodation request for 78 days, only to terminate the employee, is a deliberate evasion of legal obligations under the ADA. Management was planning Mr. Shipman's removal, not his accommodation.

## 3. Deliberate Retaliation for Protected Activities

The clear pattern of adverse actions following two separate protected complaints shows a calculated effort to punish Mr. Shipman for asserting his legal rights.

# A Realistic Assessment of GAINSCO's Litigation Risk

A swift and substantial settlement is the most prudent financial and reputational path forward for GAINSCO.

## Key Risks of Proceeding to Trial:



**"The Devastating Impact of the Recording":** The jury will hear GAINSCO's Chief Claims Officer's own words contradicting the company's entire defense. This evidence is objective and cannot be effectively challenged.



**"Damaging Discovery and Depositions":** Further discovery will likely uncover additional evidence of retaliatory intent within internal emails and communications. Depositions of Mike Parrish, Travis Cober, and Scott Macduff will be indefensible.



**"Significant Punitive Damages Exposure":** The evidence of bad faith and fabrication makes a substantial punitive damages award by a jury highly probable. The risk far exceeds the \$100,000 punitive demand in this offer.



**"Public Reputational Harm":** A public trial centered on the termination of an autistic employee after he requested accommodation presents a significant and negative news risk.



**"Irrecoverable Defense Costs":** The cost for GAINSCO to defend this case through trial will be substantial and will likely be compounded by an order to pay Mr. Shipman's attorneys' fees upon his victory.

# The Facts of This Case Are Not in Dispute

Mr. Shipman, a high-performing manager for nearly a decade, engaged in two legally protected activities. He was then subjected to a pattern of retaliation, denied a reasonable accommodation, and terminated based on a reason the company's own leadership proves, on tape, is false.

**The Central Evidence:** The audio recording of the September 2025 meeting is incontrovertible. It proves pretext and establishes the company's liability for retaliation and discrimination.

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**The Path Forward:** The \$650,000 demand is a comprehensive and well-supported resolution that accounts for the clear legal violations, the significant damages incurred by Mr. Shipman, and the substantial litigation risk faced by GAINSCO. We are prepared to discuss a prompt resolution at the Good Faith Conference.