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Our File No. 2287 B

ESTRUMIL LLC d/b/a VERDE MINHO BAR &
RESTAURANT

Plaintiffs,

VS.

AMERICAN AUTOMOBILE INSURANCE
COMPANY

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: Union County
Docket No. UNN-L_____-20

Civil Action

DECLARATORY JUDGMENT COMPLAINT

Plaintiff Estrumil LLC d/b/a Verde Minho Bar & Restaurant, residing at 230 Trumbull Street, Elizabeth, NJ 07206, by way of complaint against the defendants says:

COUNT I

BREACH OF CONTRACT AND BAD FAITH

1. This is an action for declaratory relief, pursuant to NJ.S.A. 2A:16-50 to 16-62, for the purposes of determining the scope and amount of insurance coverage due and owing to plaintiff under the policy issued by American Automobile Insurance Company.

2. At all times relevant hereto, Plaintiff was a restaurant operating at 203 Trumbull Street, Elizabeth, County of Union, New Jersey.

3. At all times relevant hereto, defendant was an insurance company licensed to write insurance in the State of New Jersey and actually issued a comprehensive "All Risk" policy of insurance to plaintiff under policy number XXX-XXXXX08-19 for the period July 10, 2019 to July 10, 2020. In exchange for premiums paid by plaintiff, defendant promised to indemnify plaintiff for all covered losses, including but not limited to Business Income, Extra Expenses, Civil Authority, Supplemental Business Income and other losses.

4. In response to the Coronavirus Worldwide Pandemic, Governor Philip D. Murphy, in his official capacity as Governor of New Jersey, issued Executive Order 103 declaring a Public Health Emergency and State of Emergency in New Jersey.

5. In response to the Coronavirus pandemic, on March 21, 2020, Governor Philip D. Murphy, in his official capacity as Governor of New Jersey, issued Executive Order No. 107 which among other things, banned restaurants from serving patrons on site but permitted the restaurants to offer food delivery and take out services and closed all "non-essential service and businesses."

6. As a direct and proximate result of these Orders, the insured premises had become uninhabitable and/or contaminated as a result of a covered cause of loss, resulting in "loss of use."

7. At all times relevant hereto, plaintiff made a claim under various policies of insurance issued by the defendants, and/or administered by defendants pursuant to various policies of insurance for coverage as it related to the subject property.

8. Each of the above-referenced defendants have wrongfully denied insurance coverage and/or failed or refused to provide the totality of coverage available under the various policies of insurance, constituting separate and distinct acts of Breach of Contract and Bad Faith.

9. Such conduct has breached the terms and conditions of the policies of insurance, and as such, plaintiff has been significantly damaged.

WHEREFORE, plaintiff demands judgment against defendants, jointly and severally in the form of an Order:

- a. Awarding plaintiff compensatory and consequential damages due to defendant's failure to provide the totality of insurance coverage under the applicable policies of insurance;
- b. Awarding plaintiff consequential damages as a result of the insurer's and/or their agents continued acts of bad faith together with attorneys fees, interests, and costs of suit, as well as such other relief as the Court may deem proper and just.
- c. Awarding plaintiff counsel fees as a component of bad faith cause of action for having to bring this suit in violation of the New Jersey

Unfair Claims and Settlement Practices Act N. J. S. A. 17:29B-1 et seq. and N. J. A. C.11:2-17.8;

COUNT II

VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT

N.J.S.A. 56:8-1, ET SEQ.

1. Plaintiff repeats and reiterates the previous paragraphs as if set forth hereinafter at length.
2. Defendants, together with their agents, servants and/or employees have engaged in unconscionable commercial practices, deception, fraud, false pretense, false promise and/or misrepresentation in providing insurance coverage to the plaintiff's property, and by failing to provide such insurance coverage for damages sustained wherein.
3. Such practices, as referenced in the previous paragraph, relate as to the sale of the insurance, the marketing of the insurance, the failure of the various insurance carriers to provide an explanation of coverages, and in the adjustment of the claim, as well as the requirements to use certain contractors over other contractors and limitations of coverages, all constitute a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1, due to defendant's joint and severally willful, knowing and wantonly reckless behavior.

WHEREFORE, plaintiff demands judgment against the defendants in the form of an Order:

- a. Awarding plaintiff compensatory and consequential damages for the injuries due to defendant's failure to provide proper insurance coverage;
- b. Awarding plaintiff a refund of all monies acquired by means of the Consumer Fraud Act, N.J.S.A. 56:8-2.11;
- c. Awarding plaintiff punitive and treble damages together with attorneys fees, interests, costs of suit, and such other relief as the Court may deem just and proper.

COUNT III

VIOLATION OF THE UNFAIR CLAIMS SETTLEMENT PRACTICES ACT,

N.J.S.A. 17:29B-1 AND N.J.A.C. 11:2-17.1.

1. Plaintiff repeats and reiterates the previous paragraphs as if set forth hereinafter at length.
2. Defendants jointly and severally, were acting as and held themselves out to the public as insurance companies, offering policies of insurance to protect against the accidental and sudden damage to covered property.
3. Such representations were made by and through the general public, marketing agents, and advertising and mass media dissemination, throughout the State of New Jersey, upon which the general public relied upon, to their detriment.

4. Such representations of insurance coverage being made by the various defendants constituted a violation of the New Jersey Consumer Fraud Act.

5. Additionally, these defendants jointly and severally, held themselves out as insurance companies, licensed in the State of New Jersey to provide insurance coverage and indemnification for sudden and accidental damage to covered property, and upon claims being submitted thereof, they refused to honor their obligations under the policies of insurance and violated the Unfair Claims Settlement Practices Act, N.J.S.A. 17:29B-1 and N.J.A.C. 11:2-17.1.

6. These defendants jointly and severally violated this Act by making misrepresentation of policy provisions, violated the rules for fair and equitable settlement and reasonable explanation applicable to all insurance, as well as violated the rules pertaining to the replying of pertinent communication and other statutory and regulatory conditions of the Unfair Claims Settlement Practices Act.

7. Defendant violated this act by making misrepresentation of policy provisions, violated the rules for fair and equitable settlement and reasonable explanation applicable to all insurance as well as violated the rules pertaining to the replying of pertinent communication and other statutory and regulatory conditions of the New Jersey Unfair Claims and Settlement Practices Act.

WHEREFORE, plaintiff demands judgment against the defendants in the form of an Order:

- a. Awarding plaintiff compensatory and consequential damages for the injuries due to defendant's failure to provide proper insurance coverage;
- b. Awarding plaintiffs a refund of all monies acquired by means of the Consumer Fraud N.J.S.A. 56:8-2.11;
- c. Awarding plaintiff counsel fees as a component of bad faith cause of action for having to bring this suit in violation of the New Jersey Unfair Claims and Settlement Practices Act N. J. S. A. 17:29B-1 et seq. and N. J. A. C.11:2-17.8;
- d. Awarding plaintiff punitive and treble damages together with attorneys fees, interests, costs of suit, and such other relief as the court may deem just and proper.

COVERAGE INTERROGATORIES

1. Set forth all facts, not conclusions, and identify all documents that support your denial of any of the allegations set forth in the Complaint, identifying each paragraph so denied, and each fact and documents supporting each denial.
2. Set forth all facts, not conclusions, and identify all documents that support the allegations in each separate or affirmative defense in your Answer identifying each defense and the facts and documents supporting same.

3. Identify each document that you will rely upon or offer in support of any defense, including, but not limited to, any document from (a) your underwriting files, and (b) your claims files, at any level field office, regional, or home office.

4. Pursuant to R. 4:17-4(a), attach a copy of each document identified in answer to the previous question.

5. State the name and address of any person who has knowledge of facts relating to or bearing upon the subject matter of this lawsuit.

6. Set forth a summary of the facts that you know or believe are known to each person named in the answer to the previous question.

7. State whether any representatives of this defendant has had any oral communications (via phone or personal meeting) with plaintiff or anyone on its behalf concerning the subject matter of this lawsuit.

8. If the answer to the previous question is in the affirmative, state with respect to each such communication:

(a) The date thereof;

(b) The name of the representative of each party participating therein;

(c) The name and address of each person present at the time of such communication;

(d) Where such communication took place; and

(e) A summary of what was said by each party participating in the communication.

9. State whether you claim plaintiff has made any admissions with respect to the subject matter of this lawsuit.

10. If the answer to the previous question is in the affirmative, state with respect to each such alleged admission:

(a) The date made;

(b) The name of the person by whom made;

(c) The name and address of the person to whom made;

(d) Where made;

(e) The name and address of each person present at the time same was made; and

(f) The substance thereof.

11. If any admission referred to in the answer to the previous question was in writing, identify same pursuant to R. 4:17-4(a) and attach a copy.

12. State whether you have obtained a statement from any person not a party to this action. If so, state the following with respect to each such statement:

(a) The name and present address of the person who gave the statement;

(b) The date the statement was obtained;

(c) Whether the statement was oral or in writing and if in writing, identify same;

(d) If such statement was oral, whether a recording thereof was made; and if so, the nature of the recording and the name and present address of the person who had custody thereof;

(e) If the statement was written, whether it was signed by the person giving same;

(f) The name and address of the person who obtained the statement; and

(g) The detailed substance of the statement.

13. State whether (a) you have obtained a statement from any person who is a party to this litigation or from any officer, employee, or representative of a party, or (b) from any former officer, employee, or representative of a party to this action.

14. If the answer to the preceding question is in the affirmative, state with respect to each such statement:

(a) The name and present address of the person who gave the statement;

(b) The date the statement was obtained;

(c) Whether the statement was oral or in writing and if in writing, identify same;

(d) If such statement was oral, whether a recording thereof was made; and if so, the nature of the recording and the name and present address of the person who has custody thereof;

(e) If the statement was written, whether it was signed by the person giving same;

(f) The name and address of the person who obtained the statement; and

(g) The detailed substance of the statement.

15. State the name, present address, and field or area of expertise of each such witness expected to testify on your behalf at the time of trial.

16. Set forth in detail the education, qualifications, training, and background of each person named in answer to the previous question.

17. With respect to each person named in answer to Question No. 16:

(a) State the substance of the facts and opinions to which such expert is expected to testify; and

(b) Set forth a summary of grounds for each opinion.

18. State whether any person named in answer to Question No. 16 has rendered any report to this defendant.

19. If the answer to the previous question is in the affirmative, state the following with respect to each such report;

(a) The date same was rendered;

(b) Whether the report was oral or written;

- (c) The name and address of the person rendering same;
- (d) The substance thereof.

20. Attach a copy of any and all written reports by any of the persons named in the previous answers.

21. State the name, present address, and field or area of expertise of each expert who has been retained or specially employed by defendant for the adjustment of the claims that form the subject of the litigation, in anticipation of this litigation, or in preparation for trial.

22. Set forth in detail the education, qualifications, training and back-ground of each person named in answer to the previous question.

23. With respect to each person named in answer to Question No. 21:

(a) State the substance of the opinions of such expert with respect to this litigation; and

(b) Set forth a summary of the grounds for each opinion.

24. State whether any person named in answer to Question No. 21 has rendered any report to defendant.

25. If the answer to the previous question is in the affirmative, state the following with respect to each such report;

- (a) The date same was rendered;
- (b) Whether the report was oral or written;
- (c) The name and address of the person rendering same;
- (d) The substance thereof.

26. If a report described in the answer to the previous question was in writing, identify same and attach a copy.

27. Identify any limitations or exclusions from coverage that you communicated to plaintiff in connection with any of the underlying insurance coverage claims set forth in the Complaint, and pursuant to R. 4:17-4(a), attach a complete copy of any written communications.

28. Identify:

(a) All adjusters, claims representatives, field representatives and claims managers who worked on, or were assigned to, any of the underlying insurance claims;

(b) All regional office representatives or managers who supervised or were assigned to any of the underlying insurance claims;

(c) All home office representatives who supervised, managed, worked on, or commented in writing on any of the underlying insurance claims.

29. Attach any written, or summarize any oral, evaluations or reports on any of the underlying claims made by any of your above listed employees, including but not limited to, all claims, field, regional, or home office personnel, adjusters, investigators, claims or field representatives.

30. Identify and attach, as per R. 4:17-4(a), a true and complete copy of any and all correspondence and writings between and among you or any of your representatives or employees and plaintiffs.

31. Identify:

(a) Aside from retained legal counsel, your agent, officer, and/or employee having overall supervision concerning plaintiffs' Complaint in this matter;

(b) All of your agents, officers, and employees who were involved with, or have knowledge of, any of your disclaimer of coverage as to plaintiffs' claims.

32. As to each underlying claim in this matter, set forth the factual basis for any position you take that you have no obligation to defend or indemnify plaintiff as to such claim; in so doing, identify the particular claim and factual basis for your defense as to each.

33. Provide the name and address of all potential trial witnesses that you or your agents, employees, officers, investigators, or counsel interviewed in connection with the investigation of this matter, including, but not limited to, Your investigation of the underlying insurance claim.

34. As to each potential witness listed in the preceding question, provide a summary of the information obtained from that person, and if a written statement was obtained, pursuant to R. 4:17-4(a), identify and attach a copy of such written statement.

35. Set forth all reasons and justifications for your disclaimers of coverage as to each of insured for the underlying claims, identifying each claim and the reasons and justifications for disclaimer as to each.

36. As to each underlying claim for which you contend you have no duty to provide coverage, identify and set forth all policy provisions you allege exclude coverage.

37. State: (a) whether you placed or sold any of the policies at issue via an agent or a broker; (b) if any agent, identify same (providing full name and address); (c) if a broker, identify same (providing full name and address).

38. State whether prior to disclaiming or refusing coverage for any of the insured's underlying claims you performed an investigation of a given claim, and if so, (a) describe the investigation you made, and (b) identify all persons who conducted the investigation.

39. Identify all your employees, agents, or officers involved in the underwriting of any of the policies at issue.

40. Identify the person (including his or her title and office) who had the responsibility for underwriting the policy issued by defendant to plain-tiffs that is the subject of this litigation.

41. Set forth:

(a) For each policy year at issue, and for each policy of insurance at issue, when insureds were first notified in writing that you would not provide coverage because of any “exclusion” rider or other policy language, for claims arising out of any accidents or incidents.

(b) Pursuant to R. 4:17-4(a) attach a true and complete copy of any written notices given to plaintiffs in connection with any such “exclusion” or other language.

42. State: (a) whether plaintiffs were ever given any premium or cost reduction in connection with your issuance of any so-called “exclusion” rider, or other reduction in the scope of coverage as contrasted to any prior policy language; (b) if so, state the year and the amount of reduction given in contrast to the premium billed in the previous policy year or billing period.

43. Set forth in detail the factual basis upon which defendant bases its allegations set forth in each Separate Defense of its answer.

44. Please state the following:

(a) the legal name of your company;

(b) the address of your home office;

(c) the address of your principal place of business;

(d) the address of your principal place of business in Pennsylvania.

(e) the name and address of the person executing the certification to these answers; that person's current job title and job title on the date of Plaintiffs loss.

45. Was the insurance policy which was issued by Defendant to Plaintiff a renewal policy? If so, please specify all prior years coverage was in effect and the premiums paid for coverage.

46. Were any other policies issued, before or after the loss, by Defendant to Plaintiff?

If so, please attach a true and correct copy of each such policy to your answers to these interrogatories.

47. Has Plaintiffs property ever been inspected for underwriting purposes? If so, please state the date of each inspection.

48. List the name and address of:

(a) each person who participated in evaluating, processing, adjusting or participated in any manner in the evaluation of the claim or claims submitted by the insured;

(b) every other person who has knowledge of facts relevant to the amount of claim(s) and/or the adjustment of the claim(s);

(c) if any individual no longer works for your company, please provide us with his/her name, last position with your company, and last known address;

49. Describe the scope of authority of each person involved in the handling of Plaintiff's claim, including whether that person had authority to (1) hire, transfer, suspend, discharge, supervise, discipline, or promote other employees or agents; (2) assign specific job activities or adjust the grievances of

other employees or agent; (3) deny or approve claims similar to that of Plaintiff; or (4) recommend any of the actions identified in (1) through (3).

50. Did either Plaintiff or Defendant, or any person enumerated in the preceding interrogatory, file any oral, written, or otherwise recorded statement concerning the claim? If so, please state:

(a) the name of the person who gave each statement;

(b) the date on which each statement was given;

(c) the substance of each oral statement;

(d) the name, address and occupation of the person who has custody of each written or otherwise recorded statement;

(e) attach a copy of each written statement to your answers.

51. Did Defendant conduct any investigation concerning insured's claim? If the answer is "yes", for each investigation state:

(a) the name and address of each person who made the investigation;

(b) the date on which each investigation was made;

(c) whether any reports were made as the result of the investigation and the name and address of each person who has custody of each report?

(d) attach a copy of each report identified above to your answers to these in-terrogatories.

52. Were any photographs, videotapes, or films taken in relation to Plaintiffs claim? If your answer is "yes", state:

(a) the name and address of the person who took each photograph, videotape or film;

(b) the date and time of day each photograph, videotape, or film was taken;

(c) attach a copy of each photograph, videotape, or film identified above (please include reprints or color laser copies of each photograph and a duplicate copy of each videotape or film and we will reimburse you for any costs incurred).

53. Do you contend that insureds are barred from recovery for any reason whatsoever? If so, please identify specifically the following:

(a) the policy provision upon which you are relying in support of this contention;

(b) all facts which form the basis for this contention;

(c) all factual and expert witnesses whom you intend to call at trial to support this contention;

(d) a detailed summary of each witness's anticipated trial testimony;

(e) all documentary, physical, and/or additional evidence of any nature whatsoever which you intend to produce at trial to support this contention.

54. With respect to insured's claim, please state whether the reserve has changed since it was first set and, if so, please identify the dates and amount of all reserves set by the insurer in this matter from the initial reserve to the date of these interrogatories.

55. Please identify the rate of interest which the insurer has earned on the reserve in this matter.

56. Please list the name and address of each adjuster who has had control of Plaintiff's claim file and the date on which the file was transferred to each adjuster.

57. Please identify the date on which the insurer received notification of this claim?

(a) the name of the person who gave notification;

(b) the name of the person who received notification;

58. Was the insurer's investigation of this claim completed within thirty (30) days? If your answer is "no", please state whether the insurer supplied the insured with a written explanation of the delay and whether, thereafter, the insurer supplied the insured with a written explanation for the delay at forty-five (45) day intervals.

59. Do you maintain written policies, claims manuals, or other written communications setting forth the insurer's practices, procedures, or policies regarding the handling of claims of the type involved herein? If so, please attach a copy of these materials to your answers to these interrogatories.

60. Please provide a detailed description of the particular procedure or investigation that was followed or pursued to determine if insured's claim, in this case, should be paid.

61. State the name and address of every person having or claiming to have knowledge of the facts stated concerning the procedure or investigation followed or pursued with respect to Plaintiff's claim.

(a) Identify all written and oral communications and other documentation, including the dates of such communications and documentation, that substantiate the facts stated in your response concerning the procedure or investigation followed or pursued with respect to Plaintiffs claim. Please attach a copy of the written communications and documentation identified in your answer.

62. Please identify the employee and/or agent of the insurer who made the decision to deny or pay insured's claims.

63. If insured's claim was reviewed by the home office, identify each person in that office who reviewed the file, that person's supervisor, and all writings or other evidence of communication to and from that office regarding the handling of insured's claim.

64. Does the insurer contend that it has or had repudiated, disavowed, or disagreed with any action or conduct of its employees or agents who evaluated, handled, or processed Plaintiffs claim? If your answer is "yes", identify each such action or conduct and what actions the insurer has taken in this regard.

65. Do you contend or aver that any party or agent of any party or insured herein violated any law, rule, regulation, standard or ordinance? If so, state the following:

(a) describe in detail each violation with reference to the source material containing the law, rule, regulation, standard or ordinance;

(b) give the date of the violation and identify all persons at the time of the violation and the manner in which the violation occurred at that time;

(c) identify all writings known to you in which the law, rule, regulation standard or ordinance is written and/or described.

66. Set forth in detail the precise factual basis for your denial of coverage of the underlying claim of insured's claim, which is now the subject of this litigation.

67. During the past eight (8) years:

(a) has the insurer ever had its license to do business either suspended or revoked in any state? If your answer is "yes", indicate each state in which your license was revoked or suspended and the date of each suspension or revocation.

(b) has the insurer ever been disciplined by or signed any consent orders with any insurance department in any state? If so, please provide the details of each such consent and/or disciplining action.

(c) has the insurer ever been a party to a legal action in the State of New Jersey brought for breach of the duty of good faith and fair dealing, or breach of

statutory duties brought by one of your insureds? If so, please state for each such action, the caption and docket number.

68. If you have not already done so, please state the name and address of each person whom you intend to call as a witness at trial and state in detail the facts which each proposed witness is expected to testify.

69. Please state the name and address of each person whom you contemplate or expect to call as an expert witness at the trial of this matter and state in detail the facts and opinions to which each proposed expert witness is expected to testify.

70. With respect to each expert witness identified above, state whether the facts or opinions:

(a) are contained in any written report, memoranda or transcript and provide a copy of such;

(b) are based upon any codes, regulations, law, textbook or other publication and identify the specific section(s) and pages of such; and

(c) set forth in detail all factual information supplied to each expert which was used as the basis for the expert's opinion, including all documents examined, as well as the place and date of examination of said documents and all other materials provided to the expert.

71. With respect to each expert witness who you intend to call at trial, please identify all cases in which that expert has been employed, as an expert,

within the past eight (8) years. Specifically, for each case, please identify the following:

- (a) the name of the case;
- (b) the court term and number, if the case went to suit;
- (c) the name and address of the claimant;
- (d) the name and address of the claimant's attorney;
- (e) the party who employed the expert in each case;
- (f) the amount of compensation paid to that expert.

72. With respect to each expert witness whom you intend to call at trial, please identify the amount of compensation which you have paid to that witness to date and the amount of compensation promised to that witness in the future.

73. With respect to each expert witness whom you intend to call at trial, please identify the following for the past five (5) years:

(a) the total amount of compensation paid to the expert as an expert for each of those years;

(b) the total amount of compensation earned by the expert in his/her field of expertise per year, which compensation was not related in any way to a claim or lawsuit.

74. For each expert identified above, state their occupations and set forth their ar-eas of specialization (please attach the curriculum vitae of all experts you intend to use at trial).

75. Was plaintiff's policy ever amended, endorsed, changed or modified from the initially issued policy through today's date ?

76. If the answer to number 75 is in the affirmative, provide all documentation, notes, underwriting material evidencing that plaintiff was given and received written notice of the amendment, endorsement, change or modification.

77. Did defendant provide a complete and certified copy of any initial policy, including declaration pages, endorsements, policy forms, notices or other information about the plaintiff's new policy ?

78. If the answer to number 77 is in the affirmative, provide confirmation and proof that the plaintiff received the initial policy, along with an exact copy of what was provided, and confirmation and proof that the plaintiff received each and every renewal policy.

79. If an underwriting inspection, or any inspection was done of the plaintiff's premises, set forth

- a. The name of the inspector
- b. The dates of the inspection
- c. The duration of the inspection
- d. The location of the inspection
- e. The scope and specific areas of inspection
- f. If any notes of the inspection were taken, if so provide a copy

g. Provide a copy of any and all inspections together with any photographs from any inspections.

80. Were there any changes to plaintiff's premium from the initiation of the policy until today's date. If so, set forth (a). the reason for the premium change, (b) the endorsement change, (c) the coverage change, (d) the amount of the difference in the premium, (e) was notification given to the plaintiff of the change in premium.

DEMAND FOR DOCUMENTS

1. The complete claims file pertaining to the subject claim set forth in the complaint including but not limited to:

(a) all interoffice memoranda or other form of written communication of any employee or agent of Defendant relating to the initial and continued processing of insureds's claim;

(b) all original file folders or file jackets and adjacent related exhibit folders in which any documents or other items described herein are filed or maintained

(c) all written communication between Defendant and any third party concerning the processing, evaluation, acceptance or denial of insureds's claim;

(d) all written communication between insureds's counsel and Defendant, its insured or the attorney assigned by you to handle the claim of the insureds;

(e) all investigative reports of Defendant, including any witness interviews and/or statements, concerning insureds or in any way relating to the processing or denial of insureds's claim;

2. All underwriting manuals, or other documents regarding underwriting of claims for the calendar years 1995 to the present, including any changes or alterations to those manuals or documents.

3. All policy and procedures manuals, educational materials, and written instructions used for the training of Defendant's agents, adjusters during the relevant time period, specifically those who were involved in processing Plaintiffs policy and claim.

4. Any and all advertising brochures, materials, bills, notices, correspondence or documents of any kind that you have sent to the Plaintiff since you have insured the subject property.

5. All statements, letters, or any documents of any nature whatsoever from or to any witness or party identified in the answers to the accompanying interrogatories.

6. The entire file and reports of each expert whom you have retained, which should include but not be limited to, all reports and draft reports of each expert, notes, and any documentation upon which each expert relied in formulating his/her opinion.

7. Any and all photographs, movies, charts, diagrams and other documentary evidence of the property and/or parties herein, relevant to the subject matter in this case.

8. Any and all Reservation of Rights and/or non-waiver agreements issued to Plaintiff.

9. Any and all proofs of loss requested by defendant.

10. Pursuant to N. J. A. C. 11:2-17.8 (a), please provide all documentation upon which defendants relied upon in the issuance of their denial letter.

11. A complete copy of plaintiff's underwriting file, paper, electronic or otherwise going back to the inception of the subject policy including any and all applications, underwriting notations, changes and/or after endorsements to the policy and all underwriting inspections.

NOTICE PURSUANT TO RULES 1:5-1(a) AND 4:17-4(c)

PLEASE TAKE NOTICE that the undersigned attorneys do hereby demand, pursuant to the above-cited Rules of Court, that each party herein serving pleadings and interrogatories and receiving answers thereto, serve copies of all such pleadings and answered interrogatories, and all documents, papers and other materials referred to therein, received from any party, upon the undersigned attorneys, and TAKE NOTICE that this is a CONTINUING demand.

JURY DEMAND

The plaintiff demands trial by a jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provision of Rule 4:25-4, the Court is advised that Jared E. Stolz, Esq. is designated as trial counsel.

CERTIFICATION OF NO OTHER ACTIONS

I hereby certify that the matter in controversy in the within action is not the subject of any other action pending in any court or of any pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated. I further certify that there is no other party who should be joined in this action.

STOLZ & ASSOCIATES, LLC

Attorney for Estrumil LLC d/b/a Verde Minho
Bar & Restaurant



By: _____
Jared E. Stolz, Esq.

DATED: October 1, 2020