# FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

# CASE STYLE

IN THE CIRCUIT COURT IN AND FOR {county | upper}, FLORIDA

Plaintiffs,

{plaintiffs | upper } Case #: {case\_number}

vs. Judge:

Defendant,

{defendant | upper }

# AMOUNT OF CLAIM

**Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.**

**{x\_8000\_or\_less} $8,000 or less**

**{x\_8001\_30000} $8,001 - $30,000**

**{x\_30001\_50000} $30,001 - $50,000**

**{x\_50001\_75000} $50,001 - $75,000**

**{x\_75001\_100000} $75,001 - $100,000**

**{x\_over\_100000} Over $100,000**

1. **TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

**CIRCUIT CIVIL**

Condominium

Contracts and indebtedness

Eminent domain

Auto negligence

Negligence—other

\_\_\_\_\_\_Business governance

Business torts

Environmental/Toxic tort

Third party indemnification

Construction defect

Mass tort

Negligent security

Nursing home negligence

Premises liability—commercial

Premises liability—residential

Products liability

\_\_\_\_\_\_\_ Real property/Mortgage foreclosure

Commercial foreclosure

Homestead residential foreclosure

Non-homestead residential foreclosure

Other real property actions

Professional malpractice

Malpractice—business

Malpractice—medical

Malpractice—other professional

Other

Antitrust/Trade regulation

Business transactions

Constitutional challenge—statute or ordinance

Constitutional challenge—proposed amendment

Corporate trusts

Discrimination—employment or other

**X** Insurance claims

Intellectual property

Libel/Slander

Shareholder derivative action

Securities litigation

Trade secrets

Trust litigation

**COUNTY CIVIL**

{x\_cc\_civil} Civil

{x\_cc\_replevins} Replevins

{x\_cc\_evictions} Evictions

{x\_cc\_other} Other civil (non-monetary)

1. **REMEDIES SOUGHT** (check all that apply):

Monetary;

Nonmonetary declaratory or injunctive relief;

Punitive

# NUMBER OF CAUSES OF ACTION: [ {number\_of\_actions}]

(Specify) \_

# IS THIS CASE A CLASS ACTION LAWSUIT?

**{x\_class\_yes}** yes

**{x\_class\_no}** no

# HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

**{x\_related\_no}** no

**{x\_related\_yes}** yes If “yes,” list all related cases by name, case number, and court.

# IS JURY TRIAL DEMANDED IN COMPLAINT?

{**x\_jury\_yes}** yes

**{x\_jury\_no}** no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature /s/ Pierre A. Louis Fla. Bar # 106481 Attorney or party (Bar # if attorney)

Pierre A. Louis, Esq. {date}

(type or print name) Date

#LAS#X1-CIVIL-COVER-SHEET#LAS#

IN THE CIRCUIT COURT IN AND FOR {county | upper}, COUNTY, FLORIDA

|  |  |
| --- | --- |
| {plaintiffs | upper }  Plaintiffs,  vs.    {defendant | upper }    Defendant. | CASE NO. {case\_number} |

**SUMMONS**

THE STATE OF FLORIDA

To Each Sheriff of the State:

You ARE COMMANDED to serve this summons and a copy of the Complaint in this action on

Defendant:

by serving: **{defendant | upper }**

Florida Chief Financial Officer as RA

Service of Process Section

PO Box 6200

Tallahassee, Florida 32314-6200

Each Defendant is required to serve written defenses to the Complaint on Plaintiffs’ Attorney whose name and address is:

**Pierre A. Louis Esq.**

**Louis Law Group, PLLC**

290 NW 165th Street, Suite M-500

Miami, FL 33169

E-Service Email: service@louislawgroup.com | Non-Service Email: pierre@louislawgroup.com

within 20 days after service of this summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiffs’ attorney or immediately thereafter.  If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint.

**Dated:**

**CLERK OF COURTS**

**BY:**

**DEPUTY CLERK**

**COURT SEAL**

#LAS#S1-SUMMONS#LAS#

IN THE CIRCUIT COURT IN AND FOR {county | upper} COUNTY, FLORIDA

|  |  |
| --- | --- |
| {plaintiffs | upper }  Plaintiffs,  vs.  {defendant | upper }  Defendant. | CASE NO. {case\_number} |

**COMPLAINT FOR DAMAGES**

COME NOW the Plaintiffs, {plaintiffs | upper } (hereafter “Plaintiffs”),by and through the undersigned attorneys, and hereby sue Defendant, {defendant | upper } (hereafter “Defendant”), and allege:

1. This is an action for damages in excess of ${loss\_amount}.
2. At all times material hereto, Plaintiffs were and are residents of the county of this court and otherwise *sui juris*.
3. At all times material hereto, Defendant was and is an insurance corporation doing and/or transacting business in the county of this court.
4. At all times material hereto, Defendant was and is authorized by the Florida Department of Financial Services to issue property insurance policies in Florida.
5. At all times material hereto, in consideration of premiums paid by Plaintiffs, there was in full force and effect certain insurance policy being Policy number {policy\_number} (hereafter the “Policy”).  Plaintiffs do not have a true and complete copy of the Policy, but Defendant has a true and correct copy of the Policy.  Plaintiffs reserve the right to supplement this complaint by attaching a copy of the Policy after same is provided by Defendant in response to discovery requests.
6. Under the terms of the Policy, Defendant insured Plaintiffs against certain losses to Plaintiffs’ homesteadproperty located at {insured\_property} (hereafter the “property”).
7. On or about September 28, 2022, while the Policy was in full force and effect, Plaintiffs suffered a covered loss; to wit:

{loss\_narrative} (hereafter the “loss”).

1. Defendant assigned claim number {claim\_number} to the loss.
2. Defendant acknowledged coverage for the actual cash value and replacement cost value of the loss in amounts unilaterally determined by Defendant to be the total amount of the actual cash value and replacement cost loss.
3. Plaintiffs notified Defendant that they were in disagreement as to Defendant’s unilateral determination as to the total amount of the actual cash value and replacement cost loss.
4. Defendant has failed and/or refused to pay the full amount of insurance proceeds due Plaintiff as a result of the loss.
5. Defendant has breached the insurance policy contract by refusing to pay the full amount of insurance proceeds due Plaintiffs as a result of the loss notwithstanding having acknowledged coverage for the loss.
6. All conditions precedent to the filing of this action have been met or have been waived.
7. Plaintiffs have been obligated to engage the undersigned attorneys for the prosecution of this action and is entitled to a reasonable attorney’s fee thereby pursuant to §627.428, §627.70152, Fla. Stat. and/or §626.9373, Fla. Stat.

WHEREFORE Plaintiffs sue Defendant for damages in excess of ${loss\_amount}, plus statutory interest pursuant to §627.70131(5)(a), Fla. Stat., court costs and reasonable attorney’s fees pursuant to Fla. Stat., §627.428, §627.70152, and/or §626.9373, Fla. Stat.

**PLAINTIFFS DEMAND A TRIAL BY JURY OF ALL ISSUES TRIABLE AS A MATTER OF RIGHT BY A JURY.**

Respectfully submitted,

**LOUIS LAW GROUP, PLLC**

290 NW 165th Street, Suite M-500

Miami, FL 33169

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By: /s/ Pierre A. Louis

PIERRE A. LOUIS, ESQ.

Florida Bar No.: 106481

#LAS#C1-COMPLAINT#LAS#

IN THE CIRCUIT COURT IN AND FOR {county | upper}, FLORIDA

|  |  |
| --- | --- |
| {plaintiffs | upper }    Plaintiffs,  vs.    {defendant | upper },    Defendant. | CASE NO. {case\_number} |

**REQUEST FOR ADMISSIONS**

 COME NOW the Plaintiffs, {plaintiffs | upper } (hereafter “Plaintiffs”), by and through the undersigned attorneys, and pursuant to the applicable Florida Rules of Civil Procedure, hereby request the Defendant, {defendant | upper },  (hereafter “Defendant”) to admit or deny the following items:

1. Admit that on the date of the alleged loss described in the Complaint that the policy described in the Complaint was in full force and effect.
2. Admit that Plaintiffs are the named insureds under the insurance policy described in the Complaint.
3. Admit that the premises described in the Complaint are the insured premises under the insurance policy described in the Complaint.
4. Admit that prior to the institution of this action, Plaintiffs made a claim under the Policy described in the Complaint for a loss which Plaintiffs claim occurred the date of loss described in the Complaint.
5. Admit that Defendant assigned the claim number to the subject loss as described in the Complaint.
6. Admit that Plaintiffs submitted to Defendant a written estimate of repairs for the damage alleged to have occurred by reason of the loss.
7. Admit that Defendant did not make a request in writing for the Plaintiffs to submit a Sworn Proof of Loss for the alleged loss.
8. Admit that Defendant did not make a request in writing for the Plaintiffs to submit to an examination under oath for the alleged loss.
9. Admit that Plaintiffs permitted Defendant access to the premises described in the

subject policy after the date of the alleged loss.

1. Admit that Defendant acknowledged coverage for the loss described in the Complaint.
2. Admit that Defendant made a payment of insurance benefits to, or for the benefit of, Plaintiffs for the alleged loss described in the Complaint.
3. Admit that Defendant acknowledged insurance coverage for claim number {claim\_number}.
4. Admit that Defendant made a payment of insurance benefits to, or for the benefit of, Plaintiffs under claim number {claim\_number}.
5. Admit that Defendant believes that Plaintiffs are not entitled to any more insurance benefits for claim number {claim\_number} than what has already been paid by Defendant prior to the filing of this lawsuit.