# 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 {court\_type | upper } COURT IN AND FOR {county | upper}, FLORIDA

Plaintiffs,

{plaintiffs | upper } Case #:

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 {court\_type | upper } COURT IN AND FOR {county | upper}, COUNTY, FLORIDA

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

# 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 {court\_type} COURT IN AND FOR {county | upper} COUNTY, FLORIDA

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

**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 {date\_of\_loss}, 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

Tel.: (954) 676-4179

Fax: (833) 274-8637

E-Service Email: service@louislawgroup.com

Secondary Email: scheduling@louislawgroup.com

Non-Service Email: pierre@louislawgroup.com

By: /s/ Pierre A. Louis

PIERRE A. LOUIS, ESQ.

Florida Bar No.: 106481

#LAS#C1-COMPLAINT#LAS#

IN THE {court\_type} COURT IN AND FOR {county | upper}, FLORIDA

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

**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.

[*CERTIFICATE OF SERVICE ON NEXT PAGE*]

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing was to be served upon Defendant by the Insurance Commissioner of the State of Florida.

Respectfully submitted,

**LOUIS LAW GROUP, PLLC**

290 NW 165th Street, Suite M-500

Miami, FL 33169

Tel.: (954) 676-4179

Fax: (833) 274-8637

E-Service Email: service@louislawgroup.com

Secondary Email: scheduling@louislawgroup.com

Non-Service Email: pierre@louislawgroup.com

By: /s/ Pierre A. Louis

PIERRE A. LOUIS, ESQ.

Florida Bar No.: 106481

#LAS#X2-REQUEST-ADMISSIONS#LAS#

IN THE {court\_type | upper} COURT IN AND FOR {county | upper} COUNTY, FLORIDA

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

**REQUEST FOR PRODUCTION**

COME NOW the Plaintiffs, {plaintiffs | upper } (hereafter “Plaintiff”), by and through the undersigned attorneys, and hereby request the Defendant, {defendant | upper } (hereafter “Defendant”), to produce the following items for inspection and/or copying at the office of the undersigned attorneys within the time prescribed by the applicable rules of civil procedure:

1. A true and correct certified copy of the insurance policy described in the Complaint, including all declaration sheet(s), addendums and attachments.
2. All photographs taken by Defendant’s adjuster during the initial inspection of the claimed loss.
3. Copies of all photographs taken during Defendant’s investigation conducted during the normal business of evaluating the claim.
4. All estimates of damage prepared by or on behalf of Defendant after its initial inspection of the claimed loss.
5. Copies of all damage estimates prepared during Defendant’s investigation conducted during the normal business of evaluating the claim.
6. All letters, faxes, email communications, and log notes from Defendant’s adjusters or agents which in any manner references any and all damages or causes of loss observed that were prepared or generated during Defendant’s investigation conducted during the normal business of evaluating the claim.
7. Defendant’s entire claim file from the date of the initial notice of the loss until the day before Defendant knew that Defendant was going to deny any further payment or litigate the claim.
8. Defendant’s entire claim file for the entire time that the claim was being handled by Defendant not in anticipation of litigation for the loss.
9. Any and all correspondence or written communications from Defendant, or its agents to Plaintiffs, or their agents, which in any manner pertain to Plaintiffs’ alleged loss as described in the Complaint.
10. Any and all correspondence or written communications from Plaintiffs, or their agents to Defendant, or its agents, which in any manner pertain to Plaintiffs’ alleged loss as described in the Complaint.
11. Any and all photographs taken by the Defendant or Defendant’s agents showing the extent of damage to the insured premises involved herein as were taken prior to the filing of this lawsuit.
12. Any and all tape recordings of any statements made by Plaintiffs or Plaintiffs’ agents or employees.
13. Any and all transcripts or written statements from the Plaintiffs including, without limitation, transcripts of examinations under oath.
14. Copies of each and every bill or estimate for repair to the subject property submitted to Defendant by Plaintiffs or Plaintiffs’ agents or employees.
15. Any and all written estimates or reports reflecting examination or inspection by Defendant or Defendant’s agents of any of the alleged damage to the insured premises.
16. All documents relating to or supporting Defendant’s denial of any allegation of Plaintiffs’ Complaint.
17. All documents relating to or supporting each of Defendant’s affirmative or general defenses asserted by Defendant.
18. All underwriting files pertaining to the policy of insurance described in the Complaint.
19. Any and all documents related to any and all other insurance claims made by Plaintiffs which are not the subject of this action, including estimates, reports, pictures, cancelled checks, releases, proofs of loss, recorded statements, transcripts of examinations under oath, and correspondence by and between the parties related to any and all said other claims.
20. Any and all brochures, summary statements, pamphlets and advertising materials prepared by or on behalf of Defendant and disseminated to insurance agencies or policyholders which in any manner describe the coverages and/or exclusions under the same type of policy involved in this action.

[*CERTIFICATE OF SERVICE ON NEXT PAGE*]

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing was to be served upon Defendant by the Florida Department of Financial Services together with the initial service of process in this action.

Respectfully submitted,

**LOUIS LAW GROUP, PLLC**

290 NW 165th Street, Suite M-500

Miami, FL 33169

Tel.: (954) 676-4179

Fax: (833) 274-8637

E-Service Email: service@louislawgroup.com

Secondary Email: scheduling@louislawgroup.com

Non-Service Email: pierre@louislawgroup.com

By: /s/ Pierre A. Louis

PIERRE A. LOUIS, ESQ.

Florida Bar No.: 106481

#LAS#X3-REQUEST-PRODUCTION#LAS#

IN THE {court\_type | upper} COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

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

**PLAINTIFFS’ NOTICE OF SERVICE OF FIRST SET OF INTERROGATORIES**

COME NOW the Plaintiffs, {plaintiffs | upper} (hereafter “Plaintiffs”), by and through undersigned counsel and pursuant to Rule 1.340 of the Florida Rules of Civil Procedure, hereby propound their First Set of Interrogatories upon Defendant, {defendant | upper} (hereafter “Defendant”), to be answered in writing, under oath, within forty-five (45) days.

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing was to be served upon Defendant by the Florida Department of Financial Services together with the initial service of process in this action.

Respectfully submitted,

**LOUIS LAW GROUP, PLLC**

290 NW 165th Street, Suite M-500

Miami, FL 33169

Tel.: (954) 676-4179

Fax: (833) 274-8637

E-Service Email: service@louislawgroup.com

Secondary Email: scheduling@louislawgroup.com

Non-Service Email: pierre@louislawgroup.com

By: /s/ Pierre A. Louis

PIERRE A. LOUIS, ESQ.

Florida Bar No.: 106481

#LAS#X4-NOTICE-SERVE-INTERROGATORIES#LAS#

**DEFINITIONS AND INSTRUCTIONS**

1. Insert your answers in the space provided following each question. If additional space is needed, so indicate in the space provided, prepare your answers on a separate paper, and attach the additional paper to your answers.
2. Separately answer each interrogatory, and each subsection of each interrogatory. The term “you” and “your” means the party or parties to which this request is addressed, including its divisions, departments, subsidiaries, affiliates, predecessors, present or former officers, directors, owners, agents, accountants, attorneys, and all other persons acting or purporting to act on its behalf, as well as each partnership in which it is a partner.
3. The terms “Insurance Company” or “Defendant” means the Defendant in this action to which these Interrogatories are addressed, including its agents, attorneys, accountants, and all other persons acting or purporting to act on their behalf. The terms “Insurance Company” or “Defendant” also includes the party’s divisions, departments, subsidiaries, affiliates, predecessors, present or former officers, directors, owners, agents, attorneys, and accountants as well as each partnership in which it is a partner, and includes any other person, acting or purporting to act on its behalf.
4. The terms “you” and “your” mean the party or parties to which these interrogatories are addressed, including its agents, attorneys, accountants, and all other persons acting or purporting to act on its behalf.
5. The “Complaint” means the complaint filed by Plaintiffs in the matter entitled, {plaintiffs | upper} , in the {court\_type} Court in and for {county | upper} County, Florida.
6. The term “Claim” means any statement, concept, assertion, idea, allegation, fact, law, rule, theory, observation, cause of action, or principle whatsoever, based upon which Plaintiff demand that it has suffered damages, or has a right to payment, as the result of any act or omission of Defendant.
7. The terms “person” or “persons” mean any natural person, individual, proprietorship, partnership, corporation, association, organization, joint venture, firm, other business enterprise, governmental body, and group of natural persons or other entity, and includes any other person acting on behalf of a person.
8. The term “contract” means any promise, or set or promises, which creates an obligation to do or not do a particular thing where there was meeting of the minds on a given proposition and an understanding and intention between the parties.
9. The term “communication” means any information given, whether oral or written; any oral or written statement, conference, consultation, dialogue, colloquy, discussion, conversation, agreement, the sharing of knowledge by one with another, bargaining preparatory to making a contract or any expression of any kind.
10. The term “document” means and includes any kind of written, typed, recorded or graphic matter, however produced or reproduced, of any kind or description, whether sent or received, and every record of every type, including originals, non-identical copies and drafts, and both sides of any documentation where information appears on both sides, and including but not limited to: letters, correspondence, memoranda, meeting transcripts or minutes, public filings or tax returns, papers, books, telegrams, bulletins, notices, announcements, instructions, charts,manuals, brochures, schedules, cables, telex messages, notes, notations, accountants’ working papers, transcriptions, agendas, reports, recordings of telephone or other conversations, of interviews, of conferences or of meetings, telephone messages, diaries, indices, books, reports, ledgers, working papers, invoices, worksheets, receipts, computer printouts, financial statements, schedules affidavits, contracts, canceled checks, statements, transcripts, magazine or newspaper articles, periodicals, releases and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing, whether handwritten, printed or electronically prepared, filed or stored, affidavits, statements, summaries, opinions, reports, studies, analyses, evaluations, contracts, agreements, journals, statistical records, calendars, appointment books, diaries, lists, tabulations, sound recordings, computer print-outs, data processing input and output, microfilms, newspapers, magazines, books, periodicals or press releases, including information stored on any electromagnetic storage device, any written, printed, typed, recorded, or graphic matter, however produced or reproduced or stored to which you have or had access. “Document” shall also be deemed to include any summary of a document or documents called for hereafter.
11. The term “all documents” means every document or group of documents as above defined that are known to you or that can be located or discovered by reasonably diligent efforts.
12. As used herein the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neutral shall include each of the other genders.
13. The terms “and” as well as “or” shall be construed disjunctively as well as conjunctively as necessary to make the interrogatory inclusive rather than exclusive. The term “all” means “any and all.” The term “each” means “each and every” and the term “every” means “each and every.”
14. The terms “refer” or “relate to” mean setting forth, pertaining to, memorializing, constituting, embodying, discussing, analyzing, reflecting or otherwise concerning.
15. The terms “locate” or “location” means to state the present whereabouts of each Document and to identify the persons having possession, custody or control thereof.
16. The term “to date” shall mean the date on which you answer these interrogatories.
17. The term “including” means “including but not limited to”.
18. “Relating to” or “relevant to” means embodying, pertaining to, concerning, involving, constituting, comprising, reflecting, discussing, evidencing, referring to, consisting of, or having any logical or factual connection whatever with the subject matter in question.
19. The term “Identify,” when used with reference to a natural person, means state:

a. his full name and address (or, if the present address is not known, his last  known address).

b. the full name and address of each of his employers, each corporation of  which he is an officer or director and each business in which he is a  principal.

c. his present (or, if the present is not known, his last known) position and his   
position or positions at the time of the act to which the interrogatory   
answer relate; and

d. such other information sufficient to enable Plaintiff to identify the person.

20. “Identify,” when used with reference to any entity other than a natural person, means:

a. states the full name of the entity, the type of entity (e.g., corporation, partnership, etc.), the address of its principal place of business, its principal business activity, and if it is a corporation, the jurisdiction under the laws of which it has been organized and the date of such organization.

21. “Identify,” when used with reference to a document or written communication, means state:

a. its nature (e.g., letter, telegram, floppy disc, computer printout, memorandum, chart, report or study), date, author, date and place of preparation and the name and address of each addressee, if there is an addressee.

b. the identity of each signer to the document or communication;

c. the title or heading of the document or communication;

d. its substance;

e. its present (or, if the present is not known, the last known) location and custodian;

f. the identity of each person to whom a copy was sent and each date of its receipt and each date of its transmittal or other disposition by (i) Defendant and (ii) any other person (naming such other person) who, at any time, either received, transmitted or otherwise disposed of such document or communication and each copy thereof; and

g. the circumstances of each such receipt and each transmittal or other disposition, including identification of the person from whom received and the person to whom transmitted.

22. “Identify,” when used with reference to an oral transaction or oral communication, means state:

a. its nature (e.g., telephone call, conversation in person, etc.);

b. the date and place thereof;

c. the identity and address of each person participating therein, present during or witness to any part thereof; and

d. identify each document in which such transaction or communication was recorded, described or referred to.

23. “Identify,” when used with reference to a lawsuit means state:

a. the caption of each lawsuit.

b. the court in which the lawsuit was filed.

c. the case number.

d. identify the parties; and

e. a brief summary of the nature of the claim or charge.

24. “Identify,” when used with reference to an administrative claim or charge means state:

a. identify the claimant or charging party;

b. the administrative office were filed;

c. the number assigned to identify the claim or charge; and

d. a brief summary of the nature of the claim or charge.

1. “Identify,” when used in any other context that is herein above set forth, means to describe the act, word, situation, event, etc. (and/or conduct, course of action of any nature whatsoever, including without limitation any failure to act, to engage in any conduct or to pursue any course of action), to be identified as fully as possible and identify each document or communication or act in which such act, word, situation, event, conduct or course of action, etc., was recorded, refers or relates to each answer, forms all or part of the basis for an answer; and/or corroborates and answer.
2. You may, in lieu of identifying any Document or written communication, attach a true copy of each Document as an exhibit to the answers to these interrogatories. On each occasion in which you choose to attach a Document as your answer to an interrogatory, identify the portion of the Document that answers the interrogatory.
3. Identify each Document produced pursuant to an interrogatory by the paragraph number of the interrogatory in response to which it is produced and by the file from which the document was produced.
4. If any of the information furnished in an answer to all or part of an interrogatory is not within your personal knowledge, identify each person who has personal knowledge of the information furnished in such answer and each person who communicated to you any part of the information furnished.
5. If the answer to all or any part of the interrogatory is not presently known or available to you, include a statement to that effect, furnish the information now known or otherwise available to you, and respond to the entire interrogatory by supplemental answer, in writing, under oath, within ten days from the time the entire answer becomes known or available to you, but. In no event less than five days prior to trial.
6. If you contend that it would be unreasonably burdensome to obtain and provide all of the information called for in response to any one of these interrogatories or any subpart thereof, then in response to the appropriate interrogatory or subpart:

a. set forth all such information that is available to you without undertaking  what you contend to be an unreasonable burden.

b. state with particularity the grounds on which you contend that additional  efforts to obtain such information would be unreasonably burdensome;

c. describe with particularity the efforts made by you to secure such  information, including, without limitation, the identity of all persons  consulted, and files, records, and documents reviewed, and the identity of  each person who participated in gathering such information, including the  duration of time spent and nature of work done by each person.

1. Unless your response to an interrogatory is complete when made, these interrogatories are continuing insofar as you are required to promptly make further or supplemental answers if new information is discovered and/or acquired by you between the date of your initial answer and any time thereafter.
2. If you claim in response to any request for production that any requested document is “privileged” and not subject to discovery, you shall so state expressly and, in addition, shall provide a privilege log, describing the nature of the documents, communications or things not produced or disclosed in a manner that, without revealing the information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection.

1. If all of the information furnished in answer to all or part of an interrogatory is not within the personal knowledge of the affiant, identify each person to whom all or part of the information furnished is a matter of personal knowledge and each person who communicated to the affiant any part of the information furnished.

1. To the extent precise and complete information cannot be furnished, such information as is available shall be supplied, together with an estimate of the precise and complete information. Where such an estimate is given, the method employed in making the estimate shall be described.

*[SPACE INTENTIONALLY LEFT BLANK]*

**FIRST SET OF INTERROGATORIES**

1. State your complete corporate name, nature of your business, whether you are licensed to do business in the State of Florida, whether you maintain agents for the transacting of your customary business in the county of the insured property, and whether your name as it appears in the Complaint is correct.
2. State the name and address of each person who has knowledge of the reasons that benefits were not paid or coverage was denied for this claim and state in detail the factual basis for the denial or refusal to pay the insured’s claim.
3. List the names, addresses and telephone numbers of all persons (other than your own agents, representatives or employees) believed or known by you, your agents or attorneys to have any knowledge concerning any of the issues raised by the pleadings, specifying the subject matter about which the witnesses have knowledge and state whether you have obtained any statements (oral, written and/or recorded) from any of said witnesses, list the dates any such witness statements were taken, by whom any such witness statements were taken and who has present possession, custody and control of any such statements.
4. List the names, residence addresses, business addresses and telephone numbers of all persons who, on your behalf or on behalf of any of your agents, employees or representatives, have any way participated in the investigation, evaluation, adjusting or handling of the claim involved hereto and specify the nature of the participation for each and every such person and give the time period during which they participated.
5. For each decision that was made that the claim of the insured was allegedly not covered under the policy, please state the date you first decided that the insured were allegedly not covered under the policy, how you determined that the insured were allegedly not covered, the date you first informed the insured that they were allegedly not covered, and the names, addresses and phone numbers and dates of involvement of each and every person that knows any information concerning these matters.
6. Set forth the provision of insurance contract that you claim excludes or limits coverage with regard to the claim(s) presented by the insured.
7. State whether your company underwriting department requested an inspection of the insured property as a condition to agreeing to insure the property and state the name and address of the person doing the inspection and the date of the inspection.
8. If you are claiming that the insured damages predate the reported date of loss, state the factual basis for this contention and identify all persons that will testify to this contention.
9. State the names and addresses of all persons estimating, photographing and evaluating the damage of the insured’s property at your request and state the date of each estimate, the identity of the person having the estimate and photograph and the amount of the estimate.
10. If you contend that the amount of damages alleged in the Complaint is excessive, set forth in detail the reason for this contention and the amount you contend is necessary to repair or replace the damaged property.
11. What do you contend caused the insured’s property loss?
12. Set forth in detail each post-loss condition or condition precedent that the insured failed to comply with, and identify the persons having knowledge of the non-compliance.
13. If you are relying on any coverage defense, limitation or exclusion in the policy, set forth the exact policy provision of the defense, limitation or exclusion.
14. If you contend that the insured engaged in any fraud or misrepresentation, set forth the factual basis for this contention and identify each person having knowledge of the factual basis. Also, identify the specific oral or written statement that was made, to whom it was made, and the date the statement was made.
15. Set forth the date that your company was first notified of the insured’s claim and describe in detail all efforts taken by your employees and representatives to investigate the loss.
16. Set forth in complete detail all statements made by the insured or their family members to your adjusters or representatives and the date and location where the statement was made.
17. State the name and address of each witness that you have taken a statement from.
18. If you contend the insured failed to mitigate the damages, set forth the reason for this contention and describe the measures that should have been taken to prevent further damage to the property.
19. Please describe each document and the date that you requested it from the insured and state whether or not you received the document.
20. State the value you place on the insured’s dwelling loss and describe the method used to make that value determination.
21. If you are relying on late notice as a coverage defense, state the date you first received notice of the claim and set forth in detail every effort you made to investigate and evaluate the claim and describe how you have been prejudiced.
22. State whether or not your company received photographs or an inspection report on the insured home prior to the loss and state the results of the pre-loss inspection.
23. State the date you notified the insured of the mediation provisions of Florida Statute               § 627.7015(2) or received a demand for appraisal.
24. If you contend that the insured did not comply with any condition precedent for filing a lawsuit on this claim, identify each condition precedent.
25. If you agreed to pay any part of the insured’s claim prior to suit being filed, state the type and amount of claim you agreed to pay and the reason for payment.
26. If you contend that the lawsuit is premature set forth the factual basis of your contention and describe all investigation that needs completion.
27. Set forth in detail the factual basis for each affirmative defense and identify the name and address of each person that has knowledge of the defense.
28. Set forth the factual basis to support the contention that the insured failed to cooperate in this claim.

*[SPACE INTENTIONALLY LEFT BLANK]*

**JURAT PAGE**

IN WITNESS WHEREOF, the undersigned has executed the foregoing answers to Interrogatories and states that same are true and correct to the best of the undersigned’s knowledge and belief.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

 STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, personally appeared                                 of {defendant | upper} who after being duly sworn, acknowledged before me that he/she/they has executed the foregoing answers to interrogatories.

               personally known

               produced                 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as identification

 SWORN TO AND SUBSCRIBED before me this          day of                    , 2025.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of Florida

#LAS#X5-JUST-INTERROGATORIES#LAS#

#LASCASETYPE#PROPERTYINSURANCE#LASCASETYPE#

#LASPLAINTIFF#{plaintiffs | upper}#LASPLAINTIFF#

#LASPLAINTIFF2#{plaintiffs | upper}#LASPLAINTIFF2#

#LASDEFENDANT#{defendant | upper}#LASDEFENDANT#

#LASCLAIMAMOUNT#50001#LASCLAIMAMOUNT#

#LASCOUNTY#{county | upper}#LASCOUNTY#

#LASKILL#

#LAS#EFMETEXTDATAINFO#LAS#