# 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

Petitioners,

{plaintiffs | upper } Case #:

vs. Judge:

Respondent,

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

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

|  |  |
| --- | --- |
| {x\_remedy\_monetary} | Monetary |
| {x\_remedy\_nonmonetary} | Nonmonetary declaratory or injunctive relief; |
| {x\_remedy\_punitive} | 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}  Petitioners,  vs.    {defendant | upper}    Respondent. | 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

Respondent:

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

Florida Chief Financial Officer as RA

Service of Process Section

PO Box 6200

Tallahassee, Florida 32314-6200

Each Respondent is required to serve written defenses to the Complaint on Petitioners’ 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 Respondent, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Petitioners’ attorney or immediately thereafter.  If a Respondent fails to do so, a default will be entered against that Respondent for the relief demanded in the Complaint.

**Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CLERK OF COURTS**

**BY:**

**DEPUTY CLERK**

**COURT SEAL**

#LAS#S1-SUMMONS#LAS#

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

|  |  |
| --- | --- |
| {plaintiffs | upper}  Petitioners,  vs.  {defendant | upper }  Respondent. | CASE NO. |

**PETITION FOR DECLARATORY RELIEF**

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

1. This is an action for non-monetary declaratory relief pursuant to Chapter 86, Florida Statutes, to declare the rights of Petitioners under a property insurance policy for loss believed, for jurisdictional purposes of this court, to have a value in excess of {excess\_value}.
2. At all times material hereto, Petitioners were and are residents of the county of this court and otherwise *sui juris*.
3. At all times material hereto, Respondent was and is an insurer in Florida.
4. At all times material hereto, in consideration of premiums paid by Petitioners, there was in full force and effect certain insurance policy being Policy number {policy\_number} (hereafter the “Policy”).  Petitioners do not have a true and complete copy of the Policy, but Respondent has a true and correct copy of the Policy.  Petitioners reserve the right to supplement this Petition by attaching a copy of the Policy after same is provided by Respondent in response to discovery requests.
5. Under the terms of the Policy, Respondent insured Petitioners against certain losses to Petitioners’ homestead property located at {insured\_property} (hereafter the “property”).
6. On or about {date, while the Policy was in full force and effect, Petitioners suffered a loss; to wit:

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

1. Respondent assigned claim number {claim\_number} to the loss.
2. Petitioners believe that the loss is a covered occurrence under the Policy.
3. Respondent believes that the loss is not covered under the terms of the Policy.
4. Petitioners’ right to bring this cause of action for a declaratory judgment under §86.011, Florida Statutes, depends upon whether Petitioners can show that Petitioners are in doubt as to the existence or nonexistence of a right under the policy and that Petitioners are entitled to have such doubt removed. *See Caidin v. Lakow,* 546 So. 2d 788 (Fla. 3d DCA 1989).  “The mere fact that the contract is clear and unambiguous on its face does not prevent one from seeking a declaration of his rights under such contract where there exist extrinsic facts which would affect the clear and unambiguous language of the written agreement.” *Caidin* at 789*.*
5. The insurance for the building and other structures portions of the policy are based on “all risks”coverage, which provides coverage for all occurrences causing direct physical damage to the insured property, unless the occurrence is expressly excluded.
6. The “all risks”provisions as they pertain to the insured building and separate structures are described under the section entitled “Perils Insured Against,” and in pertinent part, states:

“We insure against risk of direct loss to property ... if that loss is a physical loss to property.... We do not insure, however, for loss ... caused by ...”

1. An “all risks” policy provides coverage for “all losses not resulting from misconduct or fraud unless the policy contains a specific provision expressly excluding the loss from coverage.” *Hudson v. Prudential Prop. & Cas. Ins. Co.,* 450 So. 2d 565, 568 (Fla. 2d DCA 1984) (contrasting an all-risks policy from a specific peril policy which insures only against named risks).
2. An insured claiming under an “all risks” policy has the burden of proving that the insured property suffered a loss while the policy was in effect. The burden then shifts to the insurer to prove that the cause of the loss was excluded from coverage under the policy’s terms. *Mejia v. Citizens Property Ins. Corp*., 161 So. 3d 576 (Fla. 2d DCA 2014).
3. Petitioners believe there is no express language in the policy excluding damage to the insured building caused by the above-described occurrence.
4. However, by Respondent’s letter dated April 3, 2018, a copy of which is attached hereto as Exhibit A, Respondent denied the claim based on its interpretation of the Policy that the damage was excluded by one or more of the following exclusions in the Policy:

* Accidental discharge or overflow or water or steam
* Wear and tear, marring, deterioration
* Constant or repeated seepage or leakage
* Faulty, inadequate or defective maintenance
* Loss to the system or appliance from which the water or steam escaped
* Inherent vice, latent defect, defect or mechanical breakdown
* No physical damage

1. The “***accidental discharge or overflow or water or steam***” exclusion relied upon by Respondent has an exception which Petitioners believe affords coverage for the loss, and which in pertinent part, states as follows:

We do not insure, however, for loss

2. Caused by:

e. accidental discharge or overflow of water or steam;

Unless loss to property … results from an accidental discharge or overflow of water or steam from a plumbing … system or household appliance.

1. The “***Wear and tear, marring, deterioration***” exclusion relied upon by Respondent has an exception which Petitioners believe affords coverage for the loss, and which in pertinent part, states as follows:

If any of these [“***Wear and tear, marring, deterioration***”] cause water damage not otherwise excluded, from a plumbing ... system, we cover loss caused by the water including the costs of tearing out and replacing any part of a building necessary to repair the system or appliance.

1. The “***Inherent vice, latent defect, defect or mechanical breakdown***”exclusion relied upon by Respondent has an exception which Petitioners believe may afford coverage for the loss, and which in pertinent part, states as follows:

If any of these [“***Inherent vice, latent defect, defect or mechanical breakdown***”] cause water damage not otherwise excluded, from a plumbing ... system, we cover loss caused by the water including the costs of tearing out and replacing any part of a building necessary to repair the system or appliance.

1. The “***Faulty, inadequate or defective maintenance***” exclusion relied upon by Respondent has an exception which Petitioners believe may afford coverage for the loss, and which in pertinent part, states as follows:

However, any ensuing loss [from “Faulty, inadequate or defective maintenance] to property ... not otherwise excluded or excepted in this policy is covered.

1. Petitioners believe that the “***Constant or repeated seepage or leakage***” exclusion

relied upon by Respondent is inapplicable to the subject water damages emanating from the plumbing system for one or more of the following reasons:

1. Where the alleged damage resulted from a leak in the plumbing system, and such leaks are specifically covered under the “all risks” policy, the exclusion which does not specifically state it applies to plumbing leaks cannot be read to apply to plumbing leaks, as opposed to window or roof leaks which are not specifically covered events.
2. Considering in *pari materia* the coverage provision of the subject “all risks” policy applicable to leaks in the plumbing system and the exclusion which does not mention water emanating from the plumbing system, the court cannot re-write or add meaning that is not expressly evident, to the terms of the exclusion.
3. If Respondent had intended to include leaks in the plumbing system, it would or should have specifically referenced plumbing system leaks in this exclusion.
4. Alternatively, since the exclusion must be strictly construed, any ambiguity as to whether it applies to plumbing leaks must be resolved in favor of the insured.
5. Petitioners believe the “***Constant or repeated seepage or leakage***” exclusion is inapplicable or ambiguous for one or more of the following reasons:
6. The terms “seepage” and “leakage” cannot be fairly interpreted to mean an excessive flow of water from the system.
7. The terms “leakage” and “seepage” mean a low volume movement of water or a gradual and slow-moving event.
8. Since the exclusion must be strictly construed, any ambiguity as to whether it applies to excessive flow of water from leaks must be resolved in favor of the insured.
9. Petitioners also believe that the “***Constant or repeated seepage or leakage***” exclusion does not serve to completely bar the entire claim for one or more of the following reasons:
10. The policy provides coverage when a fortuitous event causes property damage during the Policy’s term.  Because the accidental discharge of water caused property damage, defined in the policy as follows:

“Property damage” means physical injury to, destruction of, or loss of use of tangible property.

and the policy protects against “all risk of physical loss” to the dwelling, the initial sudden and accidental discharge of water, even though it may be a very small amount that causes damage to a dwelling, qualifies as a covered loss.  The only determination necessary for the exclusion would be the scope of that portion of coverage excluded for the continuing water damage which results in wet or dry rot, “fungi,” deterioration, rust, decay or other corrosion.

1. In essence, the initial discharge of water that causes damage to a dwelling qualifies as the triggering event constituting a covered loss for removal and replacement of items necessary to access the system for repair or replacement, regardless of the exclusion; and that the exclusion applies to the more advanced damages to the dwelling structure caused by wet or dry rot, “fungi,” deterioration, rust, decay or other corrosion.
2. This interpretation is reasonable and bolstered by the following.
3. The policy requires the policyholder to give prompt notice of a loss to the insurer and to mitigate the damages.
4. Thus, the policy contemplates that coverage will be afforded when a loss is discovered, reported promptly, and the policyholder mitigates the damage before it results in more advanced damages.
5. Therefore, under the exclusion the insurer will not pay for the more advanced damages which should have been mitigated.
6. Any other interpretation would be an unreasonable interpretation in that it would to require the policyholder to give notice of a loss and mitigate the damages when the loss and damages are hidden and unknown to the policyholder.
7. Considering in *pari materia* the coverage provision of the subject “all- risks” policy applicable to leaks in the system and the exclusion which does not does not specifically state it applies to the initial damage caused by the sudden and accidental discharge of water emanating from the plumbing system, the court cannot re-write or add meaning that is not expressly evident, to the terms of the exclusion.
8. The exclusion cannot be interpreted to give a windfall to the insurer by relieving the insurer of the obligation to pay for the same type of initial damages that would have been payable if the loss was not hidden and unknown to the insured.
9. Petitioners also believe that Respondent’s reliance on “***no physical damage***”is misplaced in that the water itself is the property of the insured and fits within the definition of loss of use of the residence and/or the personal property under the terms of the policy. The system’s designed purpose is for the use of the insured during the occupancy of the building.  Therefore, Petitioners believe there is an additional compensable loss from any increased costs for county or city water billing and that it is immaterial if property damage, as defined below under the Policy, is visible or not:

“Property damage” means physical injury to, destruction of, or loss of use of tangible property.”

1. While Petitioners understand the Policy does not cover “***Loss to the system or appliance from which the water or steam escaped***,” Petitioners believe that this exclusion does not exclude the costs for the tearing out and replacing the parts of the insured property necessary to repair or replace the plumbing system or appliance, in that the policy provides that when there is a covered appliance or plumbing system leak, the policy covers:

...the cost to tear out and replace any part of a building ... necessary to repair the system or appliance.”

1. Petitioners believe that any additional reasons upon which Respondent may have based its unilateral determination that loss is excluded by other policy exclusions or exceptions, do not exclude coverage for the loss under the subject “all risk” policy.
2. Under the material terms of the Policy, Respondent undertook an obligation to adjust a covered loss with Petitioners. Specifically, the policy states,

“We will adjust all losses with you”

and, because Respondent believes the claim is not covered, Respondent has not completed its adjustment (hereafter the “obligation to adjust the covered loss”).

1. Although Petitioners believe that there has been a covered loss, Petitioners are in doubt or are uncertain as to the existence or non-existence of Petitioners’ rights to coverage under the policy and have an actual, practical and present need for a declaration of rights by the court.
2. As a direct and proximate result of the foregoing conflicting positions of the parties, there is an actual bona-fide controversy between the parties which requires judicial interpretation as to whether there has been a covered loss, and accordingly, Petitioners are not seeking monetary relief in this action, but rather a declaratory decree establishing that a covered loss has occurred and as a result thereof,  Respondent has an affirmative duty under the policy to perform its obligation to adjust the loss.
3. The declaratory relief process sought in this action is not extraordinary and is consistent with the declaratory judgment statutes which have now been construed to authorize an action to declare the underlying issues of fact in determining the existence or nonexistence of any right, or of“*any fact upon which the existence or nonexistence of such ... right does or may depend, and whether such ... right... now exists or will arise in the future*.” *See* *Caidin v. Lakow*,546 So. 2d 788 (Fla. 3d DCA 1989). Specifically, Chapter 86 Florida Statutes, in pertinent part, provides as follows:

**86.111 Existence of another adequate remedy; effect**

The existence of another adequate remedy does not preclude a judgment of declaratory relief...

**86.011 Jurisdiction of trial court.**

The ... courts have jurisdiction...*to declare rights*...and other equitable or legal relations whether or not further relief is or could be claimed.... *The court may render declaratory judgments on the existence, or nonexistence:*

1. Of any ... *right*; *or*

1. *Of any fact upon which the existence or nonexistence of such ... right does or may depend, whether such ... right now exists or will arise in the future.*

**86.021 Power to construe.**

Any person claiming to be interested or who may be in doubt about his or her rights under a ... contract ... or whose rights, ... or ... legal relations are affected by a ... contract ... may have determined any question of construction ... arising under such ... contract ... or any part thereof, and obtain a declaration of rights ... or other ... legal relations thereunder.

**86.051 Enumeration not exclusive.**

*The enumeration in ss. 86.021,* 86.031 and 86.041 *does not limit or restrict the exercise of the general powers conferred in s. 86.011* in any action where declaratory relief is sought. Any declaratory judgment rendered pursuant to this chapter may be rendered by way of anticipation with respect to any act not yet done or any event which has not yet happened, and in such case the judgment shall have the same binding effect with respect to that future act or event, and the rights or liability to arise therefrom, as if that act or event had already been done or had already happened before the judgment was rendered.

**86.071. Jury trials**

When an action under this chapter concerns the determination of an issue of fact, the issue may be tried as issues of fact are tried in other civil actions in the court in which the proceeding is pending.

**86.091 Parties.**

When declaratory relief is sought, all persons may be made parties who have or claim any interest which would be affected by the declaration. No declaration shall prejudice the rights of persons not parties to the proceedings.

1. As aforedescribed, Petitioners have a bona fide, actual, present, practical need for a determination and declaration of Petitioners’ rights by the court.
2. The relief sought by Petitioners relates to a present, ascertainable state of facts and

present controversy - specifically, Petitioners’ rights related to this loss.

1. Petitioners’ rights are dependent upon a determination and declaration of the actual facts and circumstances to be applied against an objective reading of the Policy.
2. Petitioners have an actual, present, adverse interest in the subject matter that is frustrated by Respondent’s unilateral determination that the facts do not support Petitioners’ claim for rights due under the Policy.
3. Petitioners and Respondent are the only adverse parties to this matter.
4. Petitioners are asking the court, pursuant to §86.011 Fla.  Stat., to determine the existence of non-existence of a fact, to wit: whether the loss is a covered occurrence, upon which the existence or non-existence of a right, to wit: coverage for the loss and proper adjustment of the loss, does or may depend.  The legislature in §86.011 Fla.  Stat., has given Petitioners the right, and the court the authority, to do so.
5. Petitioners are asking the court, pursuant to §86.021 to determine the aforedescribed questions of construction arising under the policy and to declare the rights of Petitioner to coverage and proper adjustment of the loss under the terms of the Policy. The legislature in §86.021, Fla.  Stat., has given the Petitioners the right, and the court the authority, to do so.
6. All conditions precedent to the filing of this action have been complied with, met or otherwise waived.
7. Pursuant to Florida Statute Section 86.061, this Court has the power to grant further relief based on a declaratory judgment when necessary and/or appropriate. *See Acad. for Positive Learning, Inc. v. Sch. Bd. of Palm Beach Cnty*., 4D22-251, 2023 WL 2590993 (Fla. 4th DCA Mar. 22, 2023; *McAllister v. Breakers Seville Ass'n*, 41 So. 3d 405, 408 (Fla. 4th DCA 2010).
8. Petitioners 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, and/or §626.9373, Fla. Stat.

WHEREFORE, Petitioners request this Honorable Court for a declaratory judgment as follows:

1. to declare that there has been a covered loss under the Policy;
2. to declare that Respondent has an affirmative duty to perform its obligation to adjust the covered loss;
3. to grant further relief as necessary or appropriate pursuant to §86.011(2), Fla. Stat.;
4. to award Petitioners reasonable attorney’s fees pursuant to §627.428, §627.70152, and/or §626.9373, Fla. Stat.; and
5. to award Petitioners court costs.

**PETITIONERS 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-ATTACHEXHIBIT#LAS#

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

|  |  |
| --- | --- |
| {plaintiffs | upper}  Petitioners,  vs.   {defendant | upper},   Respondent. | CASE NO. |

**REQUEST FOR ADMISSIONS**

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

1. Admit that on the date of the alleged loss described in the Petition that the policy described in the Petition was in full force and effect.
2. Admit that Petitioners are the named insureds under the insurance policy described in the Petition.
3. Admit that the premises described in the Petition are the insured premises under the insurance policy described in the Petition.
4. Admit that prior to the institution of this action, Petitioners made a claim under the Policy described in the petition for a loss which Petitioners claim occurred the date of loss described in the Petition.
5. Admit that Respondent assigned a claim number to the subject loss as described in the Petition.
6. Admit that Petitioners permitted Respondent access to the premises described in the subject Policy after the date of the alleged loss.
7. Admit that as of the date of the filing of this lawsuit, that Respondent had denied the Petitioners’ claim for insurance benefits for the alleged loss described in the petition.
8. Admit that as of the date of the filing of this lawsuit, that Respondent had not made any payment of insurance proceeds to Petitioners for the subject loss described in the petition.

[*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 Respondent 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} ,   Petitioners,  vs.   {defendant | upper },   Respondent. | CASE NO. |

**REQUEST FOR PRODUCTION**

COME NOW the Petitioners, {plaintiffs | upper} (hereafter “Plaintiff”), by and through the undersigned attorneys, and hereby request the Respondent, {defendant | upper} (hereafter “Respondent”), 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 petition, including all declaration sheet(s) addendums and attachments.
2. Any and all correspondence or written communications from Respondent, or its agents to Petitioners, or their agents, which in any manner pertain to Petitioners’ alleged loss as described in the petition.
3. Any and all correspondence or written communications from Petitioners, or Petitioners’ agents to Respondent, or its agents, which in any manner pertain to Petitioners’ alleged loss as described in the petition.
4. Any and all photographs taken by the Respondent or Respondent’s agents showing the extent of damage to the insured premises involved herein as were taken prior to the filing of this lawsuit.
5. Any and all tape recordings of any statements made by Petitioners or Petitioners’ agents or employees.
6. Any and all transcripts or written statements from the Petitioners including, without limitation, transcripts of examinations under oath.
7. Copies of each and every bill or estimate for repair to the subject property submitted to Respondent by Petitioners or Petitioners’ agents or employees.
8. Any and all written estimates or reports reflecting examination or inspection by Respondent or Respondent’s agents of any of the alleged damage to the insured premises.
9. Respondent’s entire claim file up from the date of the initial notice of the loss until the day before Respondent knew that Respondent was going to deny or litigate the claim.
10. Respondent’s entire claim file for the entire time that the claim was being handled by Respondent not in anticipation of litigation for the claim.
11. All documents relating to or supporting Respondent’s denial of any allegation of Petitioner’ petition and relating to or supporting each affirmative or general defense asserted by Respondents.
12. All underwriting files pertaining to the policy of insurance described in the petition/petition.
13. All delivery receipts, written proof of mailing and all other records evidencing in any manner the date and/or dates that the entire policy of insurance described in the petition was mailed or delivered to Petitioner.
14. Any and all documents related to any and all other insurance claims made by Petitioners 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.

[*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 Respondent 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} ,   Petitioners,  vs.   {defendant | upper},  Respondent. | CASE NO. |

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

COME NOW the Petitioners, {plaintiffs | upper} (hereafter “Petitioners”), 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 Respondent, {defendant | upper} (hereafter “Respondent”), 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 Respondent 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

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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 “Respondent” means the Respondent 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 “Respondent” 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 Petitioners 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 Respondent.
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) Respondent 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.
2. 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#

#LASRESPONDENT#{defendant | upper}#LASRESPONDENT#

#LASCLAIMAMOUNT#50001#LASCLAIMAMOUNT#

#LASCOUNTY#{county | upper}#LASCOUNTY#

#LASKILL#

#LAS#EFMETEXTDATAINFO#LAS#