

EXHIBIT A

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 data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: _____
Judge: _____

Raymond H Nahmad DDS PA RH Nahmad Equities LLC
Plaintiff

vs.

Hartford Casualty Insurance Company
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim rounded to the nearest dollar \$35,000

III. 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.

- 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 Transaction
 - Circuit Civil - Not Applicable
 - Constitutional challenge-statute or ordinance
 - Constitutional challenge-proposed amendment
 - Corporate Trusts
 - Discrimination-employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation
- County Civil
 - Small Claims up to \$8,000
 - Civil
 - Replevins
 - Evictions
 - Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Non-monetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION:

(Specify)

2

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- Yes
- No

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- No
- Yes – If “yes” list all related cases by name, case number and court:

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- Yes
 - 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/ Daniel Moshe Ilani
Attorney or party

FL Bar No.: 116189
(Bar number, if attorney)

Daniel Moshe Ilani
(Type or print name)

Date: 05/25/2020

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.:

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

_____ /

COMPLAINT

Plaintiff, Raymond H Nahmad DDS PA RH Nahmad Equities LLC, sue Defendant, Hartford Casualty Insurance Company (the “Insurance Company”), and alleges as follows:

INTRODUCTION

1. This is an action for damages in excess of \$30,000.00, exclusive of attorneys’ fees, costs, and prejudgment interest.
2. Plaintiff is a Florida corporation with its principal place of business in Miami, Florida. Plaintiff delivers excellent dental care to patients at a family dental practice located in Miami. Plaintiff provides dental care to families, with particular attention to young children, and has earned favor amongst patients by providing affordable, convenient, high-quality dentistry to families throughout South Florida.
3. The Insurance Company is a Florida corporation licensed to do business in Florida and, at all material times hereto, has been conducting business in Miami-Dade County, Florida.
4. Venue is proper in Miami-Dade County, Florida because the contract, which forms the subject matter of this lawsuit, was executed in Miami-Dade County, Florida.

5. To protect Plaintiff's business in the event that Plaintiff suddenly had to suspend operations for reasons outside of Plaintiff's control, Plaintiff entered into a contract of insurance with The Insurance Company, whereby Plaintiff agreed to make payments to The Insurance Company in exchange for the Insurance Company's promise to indemnify Plaintiff for losses. Specifically, Plaintiff purchased insurance coverage from the Insurance Company, including Additional Coverages for loss of Business Income and Special Property Coverage for loss of Business Income sustained due to order of civil authority.
6. Plaintiff's business is located at 7950 NW 53RD St., Suite 113, Miami FL 33166 (hereinafter, the "Insured Premises.") The Insured Premises is covered under a policy issued by with policy number 21SBAVJ7288 (hereinafter, the "Policy.") At all relevant times in this litigation, the policy was in full effect, providing property, business personal property, business income and extra expense, and additional coverages between the period of December 4, 2019 through December 4, 2020.
7. On March 16, 2020, the Centers for Disease Control and Prevention, and members of the national Coronavirus Task Force issued to the American public guidance, styled as "30 Days to Slow the Spread" for stopping the spread of COVID-19. This guidance advised individuals to adopt far-reaching social distancing measures, such as working from home, avoiding shopping trips and gatherings of more than 10 people, and avoiding non-emergent medical appointments or procedures.
8. In response, many state government administrations across the nation, including Florida, recognized the need to take steps to protect the health and safety of their residents from the spread of COVID-19. As a result, many governmental entities entered civil authority orders suspending or severely curtailing business operations of non-essential businesses that interact with the public and provide gathering places for the individuals. Almost all states within the

United States issued some sort of “stay-at-home” order and ordered private non-essential business operations to close.

9. The result of these far-reaching restrictions and prohibitions has been catastrophic for most non-essential businesses and non-emergent healthcare providers, especially dental practices, and other small, medium, and large businesses who have been forced to close, cancel appointments and procedures, and endure a sudden shutdown of business profits, which threatens their survival.
10. Plaintiff was forced to suspend or reduce his practice at Nahmad Dental DDS due to orders issued by the Governor of Florida and Mayor of Miami-Dade County that non-emergent or elective dental care be postponed indefinitely.
11. The Insurance Company is denying the obligation to pay for business income losses and other covered expenses incurred by policyholders for the physical loss and damage to the insured property from measures put in place by the civil authorities to stop the spread of COVID-19 among the population. This action seeks a declaratory judgment that affirms that the COVID-19 pandemic and the corresponding response by civil authorities to stop the spread of the outbreak triggers coverage, has caused physical property loss and damage to the insured property, provides coverage for future civil authority orders that result in future suspensions or curtailments of business operations, and finds that The Insurance Company is liable for the losses suffered by policyholders.
12. In addition, this action brings a claim against The Insurance Company for their breach of their contractual obligation under common all-risk commercial property insurance policies to indemnify Plaintiff for business losses and extra expenses, and related losses resulting from actions taken by civil authorities to stop the human to human and surface to human spread of the COVID-19 outbreak.

COUNT I – BREACH OF CONTRACT

13. Plaintiff reincorporates paragraph 1 through 12 as if fully set forth herein.
14. Plaintiff faithfully paid policy premiums to The Insurance Company, specifically to provide additional coverages under the Business Income and Extra Expense Form in the event of business closures by order of Civil Authority.
15. Under the policy, insurance is extended to apply to the actual loss of business income sustained and the actual, necessary and reasonable extra expenses incurred when access to the scheduled premises is specifically prohibited by order of civil authority as the direct result of a covered cause of loss to property in the immediate area of plaintiff's scheduled premises. This additional coverage is identified as coverage under "Civil Authority."
16. The Policy is an all-risk policy, insofar as it provides that covered causes of loss under the policy means direct physical loss or direct physical damage unless the loss is expressly and unambiguously excluded or limited in the policy.
17. Plaintiff does not participate in the drafting or negotiating of his policy with The Insurance Company.
18. On March 1, 2020, the Florida Surgeon General and State Health Officer declared that a Public Health Emergency exists in the State of Florida as a result of the COVID-19 pandemic.
19. On March 20, 2020, while the policy issued to Plaintiff was in effect, Florida Governor Ron DeSantis issued Executive Order 20-72, which specifically prohibited all dental offices from providing any medically unnecessary, non-urgent or non-emergency procedure or surgery. Accordingly, all health care practitioners licensed in the State of Florida, including dentists, were ordered to immediately cease performing these elective services. In order words, a county-wide order prohibited individuals from attending appointments or undergoing procedures at the Insured Premises.

20. The order specifically states that it is being issued to conserve medical supplies, including personal protective equipment, to only that which is necessary to be used in response to the public health emergency or for any other medical event of urgent or emergent nature; and to preserve essential resources for use by health care professionals and others responding to this emergency, including personal protective equipment, that may be used by physicians, dentists, and other health care provider practices.
21. Since that time, Plaintiff has been forced to suspend operations with a deleterious effect on business income.
22. In accordance with the terms and conditions of the Policy, Plaintiff properly and timely notified the Insurance Company of the loss. Plaintiff provided all details surrounding the loss, and permitted The Insurance Company the opportunity to investigate and adjust the loss. Plaintiff further requested that The Insurance Company pay all benefits owed under the policy for the governmental suspension of business.
23. The Insurance Company acknowledged Plaintiff's claim and assigned it claim number Y93 F 48161 (the "Claim").
24. In correspondence dated March 20, 2020, the Insurance Company denied Plaintiff's claim for business interruption insurance, taking the position that the Insured Premises had not "suffered any physical loss or damage to any property at a scheduled premises." The Insurance Company also cited to a litany of "potentially applicable exclusions" exclusions, which The Insurance Company did not conduct so much as a paltry attempt of an investigation to prove applicable. The Insurance Company further denied coverage based upon an inapplicable endorsement which excludes loss or damage caused by the "Presence, growth, proliferation, spread or any activity of "fungi", wet rot, dry rot, bacteria or virus."
25. The Special Property Coverage Form in the Policy provided coverage for Plaintiff as follows:

5. Additional Coverages

o. Business Income

(1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.

p. Extra Expense

(1) We will pay reasonable and necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.

...

r. Extended Business Income

(1) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(a) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your "operations" with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred; or

(ii) 30 consecutive days after the date determined in (1)(a)

above.

26. In the same form, the Policy provided the following additional coverage for Plaintiff:

q. Civil Authority

(1) This insurance is extended to apply to the actual loss of Business Income you sustain when access to your "scheduled premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "scheduled premises".

27. Covered Causes of Loss are defined in another section of the Special Property Coverage Form.

A Covered Cause of Loss is defined as follows:

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B., EXCLUSIONS; or
- b. Limited in Paragraph A.4. Limitations; that follow.

28. The interruption of Plaintiff's business was not caused by any of the exclusions set forth in Section B., EXCLUSIONS; or Paragraph A.4. Limitations.

29. The Policy includes an endorsement for LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE, Form SS 40 93 07 05, which provides as follows:

i. "Fungi", Wet Rot, Dry Rot, Bacteria And Virus

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- (1) Presence, growth, proliferation, spread or any activity of "fungi", wet rot, dry rot, bacteria or virus.

30. This exclusion does not apply to losses caused by preemptive measures taken by Governor DeSantis to prevent the future spread of COVID-19 and to conserve dwindling personal

protective equipment amongst healthcare providers, as opposed to the actual presence of coronavirus in or on the Insured Premises.

31. The Insurance Company has accepted the policy premiums with no intention of providing any coverage under Additional Coverages for loss of Business Income and Special Property Coverage for loss of Business Income sustained due to order of civil authority.
32. The Insurance Company refused to pay Plaintiff under its Business Income, Civil Authority, and Extra Expense coverages for losses due to any executive orders by civil authorities that have required the necessary suspension of practice.
33. The Insurance Company has wrongfully denied the covered loss in its entirety, which is covered under the Policy. As a result, the Insurance Company has materially breached the Policy.
34. To date, the Insurance Company has failed and continues to refuse to compensate Plaintiff for the loss.
35. Plaintiff has complied with all terms and conditions of the Policy, and all conditions precedent to the bringing of this action have been performed, waived, or excused.
36. Plaintiff hired undersigned counsel for representation in this action and is obligated to pay attorneys a reasonable fee for their services.
37. Pursuant to Florida Statutes, section 627.428, Plaintiff is entitled to recover the legal fees incurred in bringing this action.
38. As of the date of the filing of this lawsuit, the Insurance Company has failed to make any payment of insurance proceeds to Plaintiff for the value of the lost business income. As a result of the foregoing, the Insurance Company has materially breached the Policy.

39. As a direct and proximate result of the Insurance Company's breach of the Policy, Plaintiff has suffered and continues to suffer damages, exclusive of costs and attorneys' fees, within the jurisdictional limits of this Court.

WHEREFORE, Plaintiff demands entry of a judgment in its favor and against the Insurance Company for damages within the jurisdictional limits of this Court, together with pre-judgment and post-judgment interest, attorneys' fees, costs, and such other relief as the Court deems proper.

COUNT II – DECLARATORY RELIEF

40. Plaintiff reincorporates paragraph 1 through 39 as if fully set forth herein.

41. This is a count for declaratory relief pursuant to Ch. 86 of the Florida Statutes.

42. Pursuant to Florida Statute, Section 86.011, this Honorable Court is endowed with jurisdiction to declare the existence or non-existence of any immunity, power, privilege or right; or of any fact upon which the existence or non-existence of such immunity, power, privilege, or rights now exists or will arise in the future.

43. Florida Statute, Section 86.021 expressly provides that any person whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, or other article, memorandum or instrument in writing, or any part thereof, and obtain a declaration of rights thereunder.

44. Florida Statute, Section 86.031, unambiguously states that a contract may be construed either before or after there has been a breach of such contract, and Fla. Stat. § 86.051 also provides that any declaratory judgment rendered pursuant to Chapter 86, Florida Statutes, 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.

45. This count for declaratory judgment concerns the interpretation and construction of contractual rights, obligations, and exclusions contained in the Policy and the facts surrounding the Claim – specifically, the parties’ rights related to this recent loss as to the determination of the full coverage under the facts of this case and the interpretation of the Policy language at issue.
46. Plaintiff has a bona fide, actual, present, and practical need for this declaration, as Plaintiff needs to determine whether the Insurance Company had a contractual right to deny the loss as reported.
47. Plaintiff is unsure of their rights, and this count for declaratory judgment concerns a present, ascertained and/or ascertainable state of facts or present controversy as to a state of facts, as set forth herein, and Plaintiff is of the belief that The Insurance Company has unilaterally determined that those facts do not support their claim for rights due under the Policy.
48. As detailed herein, Plaintiff have a contractual and statutory immunity, power, privilege and/or right dependent upon the facts or the law applicable to the facts, and Plaintiff are in doubt of their contractual and statutory rights under existing laws in terms of the Policy, namely: whether the Insurance Company arbitrarily and unilaterally defined the language and conditions of the policy to enable it to validly deny or underpay the Claim to Plaintiff.
49. An actual controversy has arisen between Plaintiff and The Insurance Company as to the rights, duties, responsibilities and obligations of the parties in that Plaintiff contends and, on information and belief, The Insurance Company disputes and denies, that: (1) the order by Governor De Santos, in his official capacity, constitutes a prohibition of access to plaintiff’s

Insured Premises; (2) the order triggers coverage because the Policy exclusion the policy does not include an exclusion for a viral pandemic and only specifically excludes loss or damage caused by or resulting from to the actual or physical presence of the virus on the Insured Premises; (3) the policy provides coverage to Plaintiff for any current and future civil authority closures of similarly situated businesses in Florida and/or Miami-Dade County due to physical loss or damage from the Civil Authority coverage parameters; and (4) the Policy provides business income coverage in the event that the global Coronavirus pandemic has caused a loss of use of the Insured Premises or immediate area of the Insured Premises.

50. Resolution of the duties, responsibilities and obligation of the parties is necessary as no adequate remedy at law exists and a declaration of the Court is needed to resolve the dispute and controversy.
51. The Insurance Company and Plaintiff are in contractual privity, and are all properly before this Honorable Court for purposes of this count for declaratory relief. As such, no other individuals or entities need be included in determining whether Plaintiff should be afforded certain rights and payments under the terms of the Policy.
52. The declaratory relief sought by Plaintiff in this action is not extraordinary and is consistent with the decision of the Supreme Court of Florida in *Higgins v. State Farm*, 894 So. 2D 5 (Fla. 2004). In *Higgins*, the Court held that, in conformance with the recent trend of the law, the declaratory judgment statutes are now to be construed so as 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."
53. Based on the facts to date, Plaintiff believes that without such a declaratory decree, Plaintiff is unable to obtain the insurance benefits otherwise due under the Policy.

54. Plaintiff was obligated to engage the undersigned attorneys for the prosecution of this action, and is entitled to reasonable attorney's fee thereby pursuant Florida Statutes, Section 627.428, Section 626.9373, Section 626.912 and any and all Florida statutes deemed appropriate.

WHEREFORE, Plaintiff request this Honorable Court enter a declaratory judgment as follows:

- a. Declaring there has been a covered occurrence under the Policy in light of the facts and circumstances related to the Claim;
- b. Declaring that the damages that resulted from the claim subject to this case are covered under the Policy;
- c. Awarding Plaintiff reasonable attorney's fees pursuant to Florida Statutes, Section 627.428, Section 626.9373, or any other valid Florida law or statute which may apply;
- d. Supplemental relief under Florida Statute, Section 86.06; and
- e. Awarding Plaintiff costs for this litigation and any and all other relief this Court deems just and proper.

Respectfully submitted,
The Property People FL, P.A.
Attorneys for Plaintiff
117 NE 1st Ave, Unit 15-104
Miami, FL 33132
Telephone: 954.749.3151
E-Service: Service@PropertyPeopleLaw.com
By:
/s/ Nicole S. Houman

Nicole S. Houman, Esq.
Florida Bar No. 1013527
Email: Nicole@PropertyPeopleLaw.com

Daniel M. Ilani, Esq.
Florida Bar No. 116189
Email: Danny@PropertyPeopleLaw.com

and

Salomon Smith PLLC

1111 Brickell Avenue, Ste. 2200

Miami, FL 33131

Telephone: (305) 297-1018

Fax: (305) 560-5443

By: /s/ Daniel S. Smith

Daniel S. Smith, Esq.

daniel@salomonsmith.com

Florida Bar No.: 106694

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this May 25, 2020, I electronically filed the foregoing document with the **Florida Courts E-Filing Portal** via transmission of Notices of Electronic Filing generated by Florida Courts E-Filing Portal (eservice@myflcourtagency.com).

/s/ Nicole S. Houman

Nicole S. Houman

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.:

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

_____ /

NOTICE OF REQUEST FOR DEPOSITION DATES

Plaintiff, Raymond H Nahmad DDS PA RH Nahmad Equities LLC, pursuant to Fla. R. Civ. P. Rule 1.310, hereby files this Notice of Request for Deposition Dates from Defendant for the individuals identified below. Please provide deposition dates for the following individuals:

1. Defendant's designated corporate representative(s) pursuant to Fla. R. Civ. P. 1.310 (b)(6) that will be testifying about this claim and the defenses raised;
2. All person(s) who inspected the property on behalf of Defendant regarding the date of loss and/or claim that is the subject of this lawsuit, including, but not limited to, Defendant's field adjuster(s); and
3. All person(s) who made or participated in the determination, denial, or underpayment of the subject claim(s), including, but not limited to, the Defendant's desk adjuster(s).

Respectfully submitted,

The Property People FL, P.A.

Attorneys for Plaintiff

117 NE 1st Ave, Unit 15-104

Miami, FL 33132

Telephone: 954.749.3151

E-Service: Service@PropertyPeopleLaw.com

By: /s/ Daniel M. Ilani

Daniel M. Ilani, Esq.

Florida Bar No. 116189

Email: Danny@PropertyPeopleLaw.com

Nicole S. Houman, Esq.

Florida Bar No. 1013527

Email: Nicole@PropertyPeopleLaw.com

and

Salomon Smith PLLC

1111 Brickell Avenue, Ste. 2200

Miami, FL 33131

Telephone: (305) 297-1018

Fax: (305) 560-5443

By: /s/ Daniel S. Smith

Daniel S. Smith, Esq.

daniel@salomonsmith.com

Florida Bar No.: 106694

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/s/ Nicole S. Houman

Nicole S. Houman

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.:

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

**NOTICE OF DESIGNATION OF E-MAIL ADDRESS PURSUANT TO FLORIDA
RULE OF JUDICIAL ADMINISTRATION 2.516**

PLEASE TAKE NOTICE that The Property People FL, P.A., hereby files this Notice of Designation of E-mail Address pursuant to Florida Rule of Judicial Administration 2.516 on behalf of Plaintiff(s), Raymond H Nahmad DDS PA RH Nahmad Equities LLC, and requests that all pleadings be served upon the undersigned at:

Primary E-Service Designation: Service@PropertyPeopleLaw.com

Respectfully submitted,

The Property People FL, P.A.

Attorneys for Plaintiff

117 NE 1st Ave, Unit 15-104

Miami, FL 33132

Telephone: 954.749.3151

E-Service: Service@PropertyPeopleLaw.com

By: /s/ Daniel M. Ilani

Daniel M. Ilani, Esq.

Florida Bar No. 116189

Email: Danny@PropertyPeopleLaw.com

Nicole S. Houman, Esq.

Florida Bar No. 1013527

Email: Nicole@PropertyPeopleLaw.com

and

Salomon Smith PLLC

1111 Brickell Avenue, Ste. 2200

Miami, FL 33131

Telephone: (305) 297-1018

Fax: (305) 560-5443

By: /s/ Daniel S. Smith

Daniel S. Smith, Esq.

daniel@salomonsmith.com

Florida Bar No.: 106694

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/s/ Nicole S. Houman

Nicole S. Houman

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.:

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

**NOTICE OF SERVICE OF PLAINTIFF'S FIRST SET OF INTERROGATORIES TO
DEFENDANT SERVED WITH THE COMPLAINT**

Pursuant to Florida Rule of Civil Procedure Rule 1.340, Plaintiff, Raymond H Nahmad DDS PA RH Nahmad Equities LLC, by and through the undersigned attorney, hereby propounds the following Interrogatories on the Defendant, Hartford Casualty Insurance Company ("Defendant"), to be answered in writing, under oath, and within 45 days after service hereof.

I HEREBY CERTIFY that a true and correct copy of this Notice, along with original and copy of the Interrogatories were served with the Summons and Complaint.

Respectfully submitted,

The Property People FL, P.A.

Attorneys for Plaintiff

117 NE 1st Ave, Unit 15-104

Miami, FL 33132

Telephone: 954.749.3151

E-Service: Service@PropertyPeopleLaw.com

By: /s/ Daniel M. Ilani

Daniel M. Ilani, Esq.

Florida Bar No. 116189

Email: Danny@PropertyPeopleLaw.com

Nicole S. Houman, Esq.

Florida Bar No. 1013527

Email: Nicole@PropertyPeopleLaw.com

and

Salomon Smith PLLC

1111 Brickell Avenue, Ste. 2200

Miami, FL 33131

Telephone: (305) 297-1018

Fax: (305) 560-5443

By: /s/ Daniel S. Smith

Daniel S. Smith, Esq.

daniel@salomonsmith.com

Florida Bar No.: 106694

Definitions

A. When used herein "you" or "your" shall mean Hartford Casualty Insurance Company (hereinafter "Defendant"), its partners, agents, servants, employees, attorneys, expert witnesses, accountants, auditors and all persons over whom it has control or who have been hired, retained or employed for any purpose by it, whether directly by it or through any other person or entity.

B. As used herein the term "document" or "documents" mean any and all information in tangible form and shall include, without limiting the generality of the foregoing, all letters, telegrams, telexes, teletypes, correspondence, contracts, drafts, agreements, notes to file, reports, memoranda, mechanical or electronic recordings or transcripts of such recordings, blueprints, flow sheets, calendar or diary entries, memoranda or telephone or personal conversations, memoranda of meetings or conferences, studies, reports, inter-office and intra-office communications, quotations, offers, inquiries, bulletins, circulars, statements, manuals, summaries, newsletters, compilations, maps, etc.

C. As used herein "communication" means the transmission, sharing or exchange of information or knowledge in any form, by one with another.

D. As used herein the term "person" means any individual, corporation, partnership, joint venture, group, association, body politic, government agency, unit or other organization.

E. To "identify a document" shall mean to state with respect thereto:

- i.** The identity of the person who prepared it;
- ii.** The identity of the person who signed it or in whose name it was issued;
- iii.** The identity of each person to whom it was addressed or distributed;
- iv.** The nature or substance of the document with sufficient particularity to enable it to be identified;
- v.** Its date, and if it bears no date, the date when it was prepared; and
- vi.** The physical location of the document and the custodian or custodian thereof.

F. To "identify a person" with reference to a natural person means to give his name, his last known address and if employed, the name and address of his employer and his job title or position. To identify a person who is not an individual, means to state the name and principal office of such person.

INTERROGATORIES

1. Please state your name, address, and, if you are answering for someone else, your official position or relationship with the party to whom the interrogatories are directed.

2. State the name, address, phone number and title of each person(s) who had any role, whatsoever, in analyzing or adjusting the insurance claim of Plaintiff, for the damages and claim which underlie this litigation, giving a brief description of each person's responsibilities and actions regarding this matter.

3. Describe any and all policies of insurance which you contend cover or may cover the allegations set forth in Plaintiff's Complaint, identifying the names of the insurer, the policy number, the available limits of liability, and the name and address of the custodian of the policy.

4. Please state with specificity any and all defenses to coverage that you have in this matter, identifying any documents supporting your defenses to coverage.

5. Please state with specificity any conditions precedent or subsequent to the Plaintiff's claims that you contend have not been fulfilled by the Plaintiff, if any exist.

6. Please state your reason(s) for your nonpayment and/or non-consideration of this claim.

7. Please state the date that you received notice of this claim and the date that you received notice of the incident which is the subject of this matter.

8. Identify any and all facts upon which you rely on for *each* affirmative defense in your Answer to the Complaint.

9. Identify any and all documents upon which you relied on for your coverage determination in addition to *each* affirmative defense in your Answer to the Complaint.

10. Do you contend any person or entity, other than you, is or may be liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each

such person or entity, the legal basis for your contention, the facts of evidence upon which your contention is based, and whether or not you have notified each such person or entity of this contention.

11. List the names, addresses, and telephone number of all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit; please specify the subject matter about which the witness has knowledge.

12. State the name and address of every person known to you, your agents, or your attorneys who has knowledge about or possession, custody or control of any estimate of damage, model, plat, map, drawing, motion picture, video-tape, or photograph pertaining to any fact or issues involved in this controversy; and describe as to each, what item such person has, the name and address of the person who took or prepared it, and the date it was taken or prepared.

13. Please provide a list of the names and current address of any and all individuals employed by or agents of the Defendant who were in any way involved with the handling of this claim, including those individuals who inspected, photographed or otherwise visited the subject property for any purpose after the subject date of loss but prior to the institution of this litigation. Please also provide a short statement of the persons knowledge and involvement.

14. For any and all policy defenses which you reasonably believe are available with regards to the claim made by the Plaintiff herein, describe in detail the factual and legal basis for such defenses and give complete names, residence addresses, business addresses, and telephone numbers of each person believed or known by you, your agents or attorneys, to have knowledge of the facts which would provide the basis for such defense.

15. State in detail the legal ground and factual basis upon which the claim was denied, the exact wording of any policy provisions, or the exact wording of any statutory language or case law upon which you base your denial of withholding of payment.

16. State the names, residence addresses, and business addresses of any and all photographers, investigators, adjusters, engineers, or videographers, which are in any way related to this lawsuit.

17. State the names of any and all individuals that participated in the claim handling and coverage decision concerning the subject claim, including, but not limited to, Defendant's desk adjusters, field adjusters, and engineers.

18. Please state whether you were unable to pay Plaintiff's claim because you had insufficient information or the notice of claim did not have sufficient factual support.

19. If you were unable to pay Plaintiff's claim because you had insufficient information or the notice of claim did not have sufficient factual support, state (1) when you first realized that you had insufficient information, (2) each and every effort made by you to obtain the needed information, and (3) when you informed the Plaintiff of the need for further information.

20. Identify all expert witnesses you have retained or consulted which you will or may call to testify at the trial of this litigation and state the subject matter to which each is expected to testify.

21. Identify all reports prepared by Defendant, or Defendant's agents, during its investigation and coverage determination of the subject claim, specifying the date and individual who prepared said report.

Hartford Casualty Insurance Company

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2020,
by _____ as _____ of **Hartford Casualty Insurance Company**,
who is personally known to me or who has produced _____ as identification.

Notary Public

Name of Notary (Typed, Printed or Stamped)

My Commission Expires:

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.:

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO DEFENDANT
SERVED WITH THE COMPLAINT**

Pursuant to Florida Rule of Civil Procedure Rule 1.370, Plaintiff Raymond H Nahmad DDS PA RH Nahmad Equities LLC, by and through the undersigned attorney, request Defendant, Hartford Casualty Insurance Company ("Defendant"), admit the following to the undersigned within 45 days after service hereof.

Definitions and Instructions

O. The terms "Raymond H Nahmad DDS PA RH Nahmad Equities LLC" or "Plaintiff" mean Plaintiff, Raymond H Nahmad DDS PA RH Nahmad Equities LLC, including all of their past and present partners, employees, agents, representatives, attorneys, and any other person acting or purporting to act on their behalf.

P. The term "Insurance Company" or "Defendant" means Defendant, Hartford Casualty Insurance Company, including all of its past and present affiliates, subsidiaries, and parent, and all their respective officers, directors, shareholders, partners, employees, agents, representatives, attorneys, and any other person acting or purporting to act on any of its behalf.

Q. The term "Property" shall mean the Insured Premises located at 7950 NW 53rd ST, Suite 112, Miami, FL 33166-4681.

R. The term “Claim” means claim number Y93 F 48161, for the loss to Plaintiff’s Property.

S. “You” or “Your” shall mean Defendant, the Insurance Company, including its agents, employees or other servants (including independent contractors and subcontractors), attorneys, outside advisors or consultants, investigators, representatives of any kind and any other person acting on its behalf or for its benefit, either directly or indirectly.

T. The term “communication” means the conveyance of information or knowledge by writing, orally or otherwise and includes, but is not limited to, writings, letters, memoranda, reports, notes, telegrams, interoffice communication electronic mail, audiotapes, videotapes, and computer programs and any form of electromagnetic storage.

U. The term “document” means and includes any kind of written, typed, electronically produced or recorded or otherwise recorded and any 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,

analysis, 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. If any responsive information or documentation is stored on computer, then print out a hard or paper copy of such information or documentation or download such information or documentation to a floppy disk. "Document" shall also be deemed to include copies of documents even though the originals are not in your possession, custody or control; every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original of any other copy; and all attachments to any document. "Document" shall also be deemed to include any summary of a document or documents called for hereafter.

V. 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.

W. The terms "and" as well as "or" shall be construed disjunctively as well as conjunctively as necessary to make the request 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."

X. The terms "refer" or "relate to" mean setting forth, pertaining to, memorializing, constituting, embodying, discussing, analyzing, reflecting or otherwise concerning.

Y. "Relating 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.

Z. If you claim that the attorney-client or other privilege or attorneys' work product doctrine is applicable to any document the identification of which is sought by these requests, then

with respect to each such document, state its date, author(s), recipient(s), present and all previous custodians, location, subject matter, and sufficient additional information to explain the claim of privilege and to enable adjudication of the propriety of that claim.

AA. If you claim that the attorney-client or other privilege or the attorneys' work product doctrine is applicable to any event, occurrence, or communications, including any oral communication, the identification of which is sought by these requests, then with respect to each such event or occurrence, state its date, place and length, identify all persons present at all or any part of the event or occurrence; identify all documents that record, refer, or relate to the event or occurrence; state the subject matter of the event or occurrence; and provide sufficient additional information to explain the claim of privilege and to enable adjudication of the propriety of that claim.

PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS

1. The insured had a property insurance policy with Hartford Casualty Insurance Company (hereinafter the "Policy") that was in full force and effect on 03/13/2020 for the property at 7950 NW 53rd ST, Suite 112, Miami, FL 33166-4681 (hereinafter the "Property").

2. Please admit that the Florida Governor's EXECUTIVE ORDER NUMBER 20-72 (Emergency Management - COVID-19 - Non-essential Elective Medical Procedures) constitutes an order of civil authority.

3. Please admit that the Florida Governor's EXECUTIVE ORDER NUMBER 20-72 (Emergency Management - COVID-19 - Non-essential Elective Medical Procedures) prohibited access to the Property for patients seeking non-essential elective dental procedures.

4. Please admit that the Policy issued by Defendant provided coverage for the actual loss of Business Income sustained when access to the Property is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of the Property.

5. Please admit that loss of use constitutes physical damage to the Property.

6. Please admit that the Policy defines a Covered Cause of Loss as a direct physical loss, unless the loss is excluded or limited by the express policy language.

7. Please admit that the Policy issued by Defendant provided coverage for damage caused by emergency orders issued by Governor DeSantis in March 2020.

8. Please admit that Defendant excluded Plaintiff's claim in reliance upon a Policy endorsement that expressly excludes losses caused by the presence, growth, proliferation, spread or any activity of "fungi", wet rot, dry rot, bacteria or virus.

9. Please admit that the aforementioned policy endorsement does not expressly exclude losses caused by a global pandemic.

10. Please admit that the aforementioned policy endorsement does not expressly exclude losses caused separate from, and independent of, “the presence, growth, proliferation, spread or any activity of ‘fungi’, wet rot, dry rot, bacteria or virus.”

11. Please admit that Defendant was notified of the loss pursuant to the terms and condition of the Policy.

12. Please admit that the Defendant was timely notified of the claim that is at issue in this case.

13. Please admit that Defendant was provided the ability to inspect the loss and investigate the nature of the damages claimed.

14. Please admit that Defendant did not inspect the loss or investigate the nature of the damages claimed.

15. Please admit that Defendant, by and or through its agents, authored, accepted and/or drafted the insurance policy at issue in this action and that Defendant has a true and correct copy of the subject insurance policy in its possession.

16. Please admit that Florida and local law are applicable to, and are incorporated into, the policy issued to the Insured.

17. Please admit that Defendant’s file and “log notes” for the insured property were kept in the ordinary course of business.

18. Please admit that Defendant had an opportunity to inspect the Insured Premises prior to issuing the subject Policy.

19. Please admit that the policy at issue covers damages resulting from the subject loss described in the Complaint.

20. Please admit that a covered loss need not be structural to constitute “physical damage or loss” as defined by the Policy.

21. Please admit that the Insured Premises sustained a covered loss while the Policy was in full force and effect.

22. Please admit that Plaintiff did not cause prejudice to Defendant during its investigation of the claim.

23. Please admit that as of the date of this lawsuit, there were no outstanding requests by Defendant for documents or information in connection with its investigation and adjustment of the claim.

24. Please admit that Plaintiff complied with all duties after a loss pursuant to the Policy.

25. Please admit that the Policy provides coverage for any and all direct or physical damage to the Insured Premises that is not otherwise excluded or excepted by the policy.

Respectfully submitted,
The Property People FL, P.A.
Attorneys for Plaintiff
117 NE 1st Ave, Unit 15-104
Miami, FL 33132
Telephone: 954.749.3151
E-Service: Service@PropertyPeopleLaw.com
By: /s/ Daniel M. Ilani
Daniel M. Ilani, Esq.
Florida Bar No. 116189
Email: Danny@PropertyPeopleLaw.com
Nicole S. Houman, Esq.
Florida Bar No. 1013527
Email: Nicole@PropertyPeopleLaw.com

and

Salomon Smith PLLC
1111 Brickell Avenue, Ste. 2200
Miami, FL 33131
Telephone: (305) 297-1018
Fax: (305) 560-5443

By: /s/ Daniel S. Smith
Daniel S. Smith, Esq.
daniel@salomonsmith.com
Florida Bar No.: 106694

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this May 25, 2020, I electronically filed the foregoing document with the **Florida Courts E-Filing Portal** via transmission of Notices of Electronic Filing generated by Florida Courts E-Filing Portal (eservice@myflcourtaccess.com).

By: /s/ Nicole S. Houman
Nicole S. Houman, Esq.

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.:

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT
SERVED WITH THE COMPLAINT**

Pursuant to Florida Rule of Civil Procedure Rule 1.350, Plaintiff, Raymond H Nahmad DDS PA RH Nahmad Equities LLC, by and through the undersigned attorney, request Defendant, Hartford Casualty Insurance Company ("Defendant"), to produce for inspection and copying the following documents at the offices of the undersigned or, in the alternative, that the Defendant mail copies of the same to the undersigned within 45 days after service hereof.

Definitions and Instructions

A. The terms "Raymond H Nahmad DDS PA RH Nahmad Equities LLC" or "Plaintiff" means Plaintiffs, Raymond H Nahmad DDS PA RH Nahmad Equities LLC, including all of their past and present partners, employees, agents, representatives, attorneys, and any other person acting or purporting to act on their behalf.

B. The term "Insurance Company" means Defendant, Hartford Casualty Insurance Company, including all of its past and present affiliates, subsidiaries, and parent, and all their respective officers, directors, shareholders, partners, employees, agents, representatives, attorneys, and any other person acting or purporting to act on any of its behalf.

C. The term “Property” shall mean the Insured Premises located at 7950 NW 53rd ST, Suite 112, Miami, FL 33166-4681.

D. The term “Claim” means claim number Y93 F 48161, for the loss to Plaintiff’s Property.

E. “You” or “Your” shall mean Defendant, the Insurance Company, including its agents, employees or other servants (including independent contractors and subcontractors), attorneys, outside advisors or consultants, investigators, representatives of any kind and any other person acting on its behalf or for its benefit, either directly or indirectly.

F. The term “communication” means the conveyance of information or knowledge by writing, orally or otherwise and includes, but is not limited to, writings, letters, memoranda, reports, notes, telegrams, interoffice communication electronic mail, audiotapes, videotapes, and computer programs and any form of electromagnetic storage.

G. The term “document” means and includes any kind of written, typed, electronically produced or recorded or otherwise recorded and any 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, analysis, 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. If any responsive information or documentation is stored on computer, then print out a hard or paper copy of such information or documentation or download such information or documentation to a floppy disk. "Document" shall also be deemed to include copies of documents even though the originals are not in your possession, custody or control; every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original of any other copy; and all attachments to any document. "Document" shall also be deemed to include any summary of a document or documents called for hereafter.

H. 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.

I. The terms "and" as well as "or" shall be construed disjunctively as well as conjunctively as necessary to make the request 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."

J. The terms "refer" or "relate to" mean setting forth, pertaining to, memorializing, constituting, embodying, discussing, analyzing, reflecting or otherwise concerning.

K. "Relating 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.

L. If you claim that the attorney-client or other privilege or attorneys' work product doctrine is applicable to any document the identification of which is sought by these requests, then with respect to each such document, state its date, author(s), recipient(s), present and all previous custodians, location, subject matter, and sufficient additional information to explain the claim of privilege and to enable adjudication of the propriety of that claim.

M. If you claim that the attorney-client or other privilege or the attorneys' work product doctrine is applicable to any event, occurrence, or communications, including any oral communication, the identification of which is sought by these requests, then with respect to each such event or occurrence, state its date, place and length, identify all persons present at all or any part of the event or occurrence; identify all documents that record, refer, or relate to the event or occurrence; state the subject matter of the event or occurrence; and provide sufficient additional information to explain the claim of privilege and to enable adjudication of the propriety of that claim.

N. If any document the identification of which is sought by these requests has been destroyed, then state the date and circumstances of its destruction, and identify the person who destroyed the documents and the person who ordered its destruction.

ITEMS TO BE PRODUCED

1. A certified copy of the Policy.
2. All statements taken of Plaintiff.
3. All public statements made by you, via Internet, television, radio, or other media outlet, regarding business interruption claims such as that filed by Plaintiff.
4. All statements taken of all independent witnesses or other persons by the Insurance Company relating to coverage for Plaintiff's Claim.
5. All documents reflecting communications between you and Plaintiff relating to the Claim.
6. All documents submitted to you by Plaintiff relating to the Claim.
7. All reports relating to the damage to the Property.
8. All estimates relating to the damage to the Property.
9. All documents relating to assessments as to the damage to the Property.
10. All documents reflecting negotiations for payment(s) of money relating to damage to the Property.
11. All documents relating to the coverages the Policy affords to Plaintiff.
12. All documents relating to your decision not to compensate Plaintiff for their Claim.
13. All documents to and from adjusters and/or appraisers relating to coverage for Plaintiff's Claim.
14. All photographs, inspection reports, or other documents relating to the condition of the Insured Premises prior to Plaintiff's Claim, including all inspection reports prepared by the Insurance Company before deciding to insure Plaintiff's Property. With respect to photographs, please also include all original JPEG or TIFF format digital files, or digital image files converted directly from the native digital format, including all metadata.

15. All photographs, inspection reports, or other documents relating to the condition of Plaintiff's Property subsequent to Plaintiff's Claim. With respect to photographs, please also include all original JPEG or TIFF format digital files, or digital image files converted directly from the native digital format, including all metadata.

16. All documents confirming the dates and times that you inspected Plaintiff's Property within the past 5 years.

17. All documents reflecting the areas of Plaintiff's Property inspected within the past five years.

18. All documents reflecting the individuals that inspected Plaintiff's Property on your behalf within the past five years.

19. The underwriting file for the Policy.

20. All documents relied upon in rendering Defendant's coverage determination.

21. Any and all statements that can be attributed to Plaintiff, including, but not limited to, any claim log notes or entries memorializing, summarizing, transcribing, and/or documenting any statements made by Plaintiff during pre-suit in accordance with Florida Rule of Civil Procedure 1.280. Defendant may produce claim log notes redacted to exclude all other privileged information.

Respectfully submitted,

The Property People FL, P.A.

Attorneys for Plaintiff

117 NE 1st Ave, Unit 15-104

Miami, FL 33132

Telephone: 954.749.3151

E-Service: Service@PropertyPeopleLaw.com

By: /s/ Daniel M. Ilani

Daniel M. Ilani, Esq.

Florida Bar No. 116189

Email: Danny@PropertyPeopleLaw.com

Nicole S. Houman, Esq.

Florida Bar No. 1013527

Email: Nicole@PropertyPeopleLaw.com

and

Salomon Smith PLLC

1111 Brickell Avenue, Ste. 2200

Miami, FL 33131

Telephone: (305) 297-1018

Fax: (305) 560-5443

By: /s/ Daniel S. Smith

Daniel S. Smith, Esq.

daniel@salomonsmith.com

Florida Bar No.: 106694

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this May 25, 2020, I electronically filed the foregoing document with the **Florida Courts E-Filing Portal** via transmission of Notices of Electronic Filing generated by Florida Courts E-Filing Portal (eservice@myflcourtagency.com).

/s/ Nicole S. Houman

Nicole S. Houman, Esq.

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.: 2020-011071-CA-01

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

_____ /

CIVIL ACTION SUMMONS

**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:

**Hartford Casualty Insurance Company
C/O CHIEF FINANCIAL OFFICER
200 E. GAINES STREET
TALLAHASSEE, FLORIDA 32399**

Each defendant is required to serve written defenses to the Complaint on Plaintiff's attorney, to wit: PROPERTY PEOPLE FL, P.A., 117 NE 1ST AVE, UNIT 15-104, MIAMI, FL 33132, SERVICE@PROPERTYPEOPLELAW.COM, and SALOMON SMITH PLLC, DANIEL@SALOMONSMITH.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 Plaintiff's 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 ON _____

Harvey Ruvim, Clerk of the Court

By: _____
As Deputy Clerk

Filing # 108354302 E-Filed 06/03/2020 05:32:06 PM

**In The Circuit Court Of The 11th Judicial Circuit
In And For Miami-Dade County, Florida**

Raymond H Nahmad DDS PA RH Nahmad
Equities LLC,

Case No.: 2020-011071-CA-01

Plaintiff(s),

vs.

Hartford Casualty Insurance Company,

Defendant.

_____ /

CIVIL ACTION SUMMONS

**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:

**Hartford Casualty Insurance Company
C/O CHIEF FINANCIAL OFFICER
200 E. GAINES STREET
TALLAHASSEE, FLORIDA 32399**

Each defendant is required to serve written defenses to the Complaint on Plaintiff's attorney, to wit: PROPERTY PEOPLE FL, P.A., 117 NE 1ST AVE, UNIT 15-104, MIAMI, FL 33132, SERVICE@PROPERTYPEOPLELAW.COM, and SALOMON SMITH PLLC, DANIEL@SALOMONSMITH.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 Plaintiff's 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.

6/4/2020

DATED ON _____

Harvey Ruvlin, Clerk of the Court

By: 
As Deputy Clerk 

IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NUMBER: 2020-CA-011071 (01)

RAYMOND H NAHMAD DDS PA RH NAHMAD
EQUITIES LLC,

Plaintiff,
vs.

HARTFORD CASUALTY INSURANCE COMPANY,
Defendant.

_____ /

NOTICE OF APPEARANCE AND DESIGNATION OF E-MAIL ADDRESSES

COMES NOW, TRACY A. JURGUS, ESQ., and SAMERA BESHIR, ESQ. with the law firm of Butler Weihmuller Katz Craig LLP, and hereby file their Notice of Appearance to represent the Defendant, HARTFORD CASUALTY INSURANCE COMPANY. It is respectfully requested that all future pleadings and discovery be served upon the undersigned in connection with this action.

NOTICE IS ALSO HEREBY GIVEN that the Defendant, HARTFORD CASUALTY INSURANCE COMPANY, by and through its undersigned counsel, and pursuant to the Supreme Court of Florida No. SC10-2101, Fla. Judicial Admin. R. 2.516(b)(1)(A), hereby designates the following primary and secondary e-mail addresses:

Primary: tjurgus@butler.legal
sbeshir@buterl.legal

Secondary: mvelez@butler.legal

BUTLER WEIHMULLER KATZ CRAIG LLP



TRACY A. JURGUS, ESQ.
Florida Bar No.: 483737
tjurgus@butler.legal
SAMERA BESHIR, ESQ.
Florida Bar No.: 122608
sbeshir@butler.legal
Secondary: mvelez@butler.legal
Mail Center: 400 N. Ashley Drive, Suite 2300
Tampa, Florida 33602
Telephone: (305) 416-9998
Facsimile: (305) 416-6848
*Attorneys for Defendant, Hartford Casualty
Insurance Company*

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to:

Daniel L. Llani, Esq.
Nicole S. Hounman, Esq.
The Property People FL, PA
117 NE 1st Avenue, Unit #15-104
Miami, FL 33132
Telephone No. (954) 749-3151
Service@propertypeoplelaw.com
Email: Danny@propertypeoplelaw.com; Nicole@propertypeoplelaw.com
Attorneys for Plaintiff

by e-Portal on June 30, 2020.



TRACY A. JURGUS, ESQ.

IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NUMBER: 2020-CA-011071 (01)

RAYMOND H NAHMAD DDS PA RH NAHMAD
EQUITIES LLC,

Plaintiff,

vs.

HARTFORD CASUALTY INSURANCE COMPANY,

Defendant.

**DEFENDANT'S MOTION FOR EXTENSION OF TIME TO
RESPOND TO PLAINTIFF'S COMPLAINT**

COMES NOW, the Defendant, HARTFORD CASUALTY INSURANCE COMPANY, by and through its undersigned counsel, and pursuant to Fla. R. Civ. P. 1.090(b), hereby files this Motion for Extension of Time to Respond to Plaintiffs' Complaint and states:

1. Defendant was served with the Complaint on June 12, 2020.
2. Defendant's response to the Complaint is due on July 2, 2020.
3. The undersigned counsel requires additional time to respond to Plaintiffs'

Complaint.

4. This motion is filed in good faith, and not for the purposes of delay.
5. Plaintiffs will not be prejudiced by Defendant having additional time granted to respond to the Complaint.

WHEREFORE, Defendant, HARTFORD CASUALTY INSURANCE COMPANY, respectfully requests that this Honorable Court grant it an extension of time to respond

to Plaintiff's Complaint

BUTLER WEIHMULLER KATZ CRAIG LLP



TRACY A. JURGUS, ESQ.

Florida Bar No.: 483737

tjurgus@butler.legal

SAMERA BESHIR, ESQ.

Florida Bar No.: 122608

sbeshir@butler.legal

Secondary: mvelez@butler.legal

Mail Center: 400 N. Ashley Drive, Suite 2300

Tampa, Florida 33602

Telephone: (305) 416-9998

Facsimile: (305) 416-6848

*Attorneys for Defendant, Hartford Casualty
Insurance Company*

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to:

Nicole S. Houman, Esq.
The Property People FL, P.A.
117 Northeast First Avenue, Unit 15-104
Miami, FL 33132-2125
nicole@propertypeoplelaw.com
Attorneys for Plaintiffs

Daniel M. Rani, Esq.
The Property People FL, P.A.
117 Northeast First Avenue, Unit 15-104
Miami, FL 33132-2125
Danny@PropertyPeopleLaw.com
Attorneys for Plaintiffs

by e-Portal on June 30, 2020.



TRACY A. JURGUS, ESQ.

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2020-011071-CA-01

SECTION: CA05

JUDGE: Veronica Diaz

Raymond H Nahmad DDS PA RH Nahmad Equities LLC

Plaintiff(s)

vs.

Hartford Casualty Insurance Company

Defendant(s)

**AGREED ORDER ON DEFENDANT'S MOTION FOR EXTENSION OF TIME TO
RESPOND TO PLAINTIFF'S COMPLAINT**

THIS CAUSE, having come before the Court on Defendant's Motion for Extension of Time to Respond to Plaintiff's Complaint, and the Court having been advised as to the agreement of counsel and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. Defendant's Motion for Extension of Time is GRANTED.
2. The deadline to respond to Plaintiff's Complaint shall be extended to fifteen (15) days from the date of this Order.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 1st day of July, 2020.

2020-011071-CA-01 07-01-2020 11:48



2020-011071-CA-01 07-01-2020 11:48 AM

Hon. Veronica Diaz

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

Daniel Moshe Ilani, service@propertypeoplelaw.com

Daniel Moshe Ilani, danny@propertypeoplelaw.com

Daniel Moshe Ilani, nicole@propertypeoplelaw.com

Daniel Smith, daniel@salomonsmith.com

Marisa Velez, mvelez@butler.legal

Samera Beshir, sbeshir@butler.legal

Samera Beshir, drobinson@butler.legal

Samera Beshir, ihernandez@butler.legal

Tracy A Jurgus, tjurgus@butler.legal

Tracy A Jurgus, drobinson@butler.legal

Tracy A Jurgus, ihernandez@butler.legal

Physically Served: