

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION**

**CASE NO: 9:19CV81672**

HARVEY ROTH AND ALISON ROTH,

Plaintiffs

vs.

USAA CASUALTY INSURANCE  
COMPANY,

Defendant.

---

**DEFENDANT’S, USAA CASUALTY INSURANCE COMPANY,  
NOTICE OF REMOVAL**

Defendant, USAA CASUALTY INSURANCE COMPANY (“USAA CIC”), by and through undersigned counsel with full reservation of rights including all defenses permitted by Rule 12 of the Federal Rules of Civil Procedure and all other jurisdictional, procedural, and venue defenses as well as defenses to the merit of this action, hereby files with this Court, pursuant to 28 U.S.C §1441 and §1446, a Notice of Removal to the Court of a civil action filed in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida as Case No: 502019CA014472XXXXMB in which USAA CIC has been named as a Defendant, and states as follows:

1. Plaintiffs, Harvey Roth and Alison Roth, have filed an action in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida naming USAA CIC as a Defendant.

2. A copy of Plaintiffs’ Complaint, which was served on USAA CIC on November 15, 2019, is attached hereto as **Exhibit “A”**.

3. A complete copy of the state court file in Case No: 502019CA014472XXXXMB filed in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida is attached pursuant to 28 U.S.C §1446 as **Composite Exhibit “B”**.

4. Upon information and belief, Plaintiffs, Harvey Roth and Alison Roth, are now and at all times material, citizens of the State of Florida as they own and reside at a property located in Palm Beach County, Florida and such property is insured under the insurance policy issued by USAA CIC to the Plaintiffs which is the subject of Plaintiffs’ lawsuit. *See* Ex. A, ¶ 3 and 4.

5. Defendant, USAA CIC, is a citizen of the State of Texas as it is incorporated in the State of Texas and has its principal place of business in San Antonio, Texas and therefore is not a citizen of Florida.

6. Plaintiffs’ Complaint consists of one count against USAA CIC alleging breach of contract. *See* Ex. A.

7. Plaintiffs’ Complaint merely alleges that it is seeking in excess of \$15,000.00, the jurisdictional amount in Florida Circuit Court. However, in support of Plaintiffs’ claim for damages sustained to the subject property, Plaintiffs submitted a purported repair estimate prepared by CMR Construction and Roofing to USAA CIC supporting their claim in the amount of \$124,387.39. The purported repair estimate from CMR Construction and Roofing is attached as **Exhibit “C”**. Thus, the amount in controversy is in excess of \$75,000.00.

8. This Court has original jurisdiction of this matter pursuant to 28 U.S.C §1332, as there is complete diversity of citizenship between the Plaintiffs and Defendant and the amount in controversy exceeds \$75,000.00. Removal of this matter is therefore proper under 28 U.S.C. §1441.

9. The Defendant, USAA CIC, was served with the Complaint on November 15, 2019. Thus, the Notice of Removal is being filed within thirty (30) days of USAA CIC being served with a copy of the Plaintiffs' Complaint as required by 28 U.S.C §1446(b).

10. Because there is complete diversity of citizenship and the amount of controversy exceeds the jurisdictional amount, this Court has jurisdiction pursuant to 28 U.S.C § 1332.

11. Pursuant to 28 U.S.C §1446(d), a copy of the Petition and Notice of Removal is being properly filed with the Clerk of the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, and served on counsel for Plaintiffs.

12. Since the property at issue which is the subject of the insurance claim and lawsuit is located in Boca Raton, Florida which is in Palm Beach County, and the Complaint was filed in Palm Beach County, the West Palm Beach Division is the appropriate division for this case.

WHEREFORE, the Defendant, USAA Casualty Insurance Company, submits that this Notice and Petition for Removal be deemed good and sufficient, and that the aforesaid action be removed from the Fifteenth Judicial Circuit in and for Palm Beach County, Florida to the United States District Court for the Southern District of Florida, West Palm Beach Division, for further proceedings.

Dated: December 13, 2019

Respectfully submitted,

**SIMON, REED & SALAZAR, P.A.**

/s/ Nicholas A. Reeves

MICHAEL SIMON

Florida Bar No. 0062790

NICHOLAS A. REEVES

Florida Bar No. 0093805

Two Datan Center

9130 S. Dadeland Blvd., Suite 1209  
Miami, Florida 33156  
Tel.: (305) 670-0776  
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Email: msimon@simonreedlaw.com  
nreeves@simonreedlaw.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served electronically with the Clerk of Court using CM/ECF on December 13, 2019.

By: /s/ Nicholas A. Reeves

**SERVICE LIST**

Max M. Messinger, Esq.  
Matthew Gottlieb, Esq.  
Kanner & Pinaluga, P.A.  
925 S. Federal Highway  
Sixth Floor  
Boca Raton, Florida 33432  
FirstPartyEService@kpattorney.com  
mgottlieb@kpattorney.com  
lhernandez@kpattorney.com

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Harvey Roth and Alison Roth,

(b) County of Residence of First Listed Plaintiff Palm Beach County, FL  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Kanner & Pinaluga, P.A., 925 S. Federal Highway, Sixth Floor, Boca Raton, Florida 33432 (561) 424-0032-Max M. Messinger, Esq., and Matthew Gottlieb, Esq

**DEFENDANTS**

USAA Casualty Insurance Company

County of Residence of First Listed Defendant Bexar County, Texas  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
Simon, Reed & Salazar, P.A., 9130 S. Dadeland Blvd., Suite 1209, Miami, FL 33156 (305) 670-0776 - Nicholas A. Reeves, Esq.

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. §1441, 28 U.S.C. §1446, and 28 U.S.C. §1332

Brief description of cause:

Breach of Contract Action by Florida Plaintiff v. Foreign Defendant

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
> 15,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12/13/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Nicholas A. Reeves

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

# EXHIBIT “A”

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

\_\_\_\_\_ /

**PLAINTIFFS' COMPLAINT FOR BREACH OF CONTRACT**  
**& DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiffs, HARVEY ROTH AND ALISON ROTH through the undersigned counsel, and hereby file this Complaint against Defendant, USAA CASUALTY INSURANCE COMPANY, and as grounds therefore state as follows:

1. This is an action for damages in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of interest, attorneys' fees and costs, and is otherwise within the jurisdictional limits of this Court.

2. At all times material hereto, Defendant was an insurance company authorized to do business in the State of Florida and doing business in Palm Beach County, Florida.

3. At all times material hereto, the damaged property is located in Palm Beach County, Florida.

4. Prior to September 12, 2017, Plaintiffs sought and purchased homeowner's insurance from Defendant to cover their property located at 9593 Parkview Ave, Boca Raton, FL 33428 (hereinafter "Insured Property"). Said policy of insurance, which is believed to be policy number 007681918-020 (hereinafter "Contract"), was issued by Defendant to Plaintiff to provide

property insurance coverage for the Insured Property including, but not limited to, coverage afforded to protect the Plaintiffs' Property against damage caused by wind and/or Hurricane Irma.

5. At all times material hereto, Plaintiffs and Defendant had a policy of insurance, Policy No. 007681918-020 ("Contract"). Plaintiffs are not in possession of a complete certified copy of the Contract; however, Defendant has a copy of the Contract. Plaintiffs have requested a formal copy of the Contract through a Request to Produce which has been served upon Defendant contemporaneously with this Complaint. *See Equity Premium, Inc. v. Twin City Fire Ins. Co.*, 956 So. 2d 1257 (Fla. 4<sup>th</sup> DCA 2007); *Amiker v. Mid-Century Ins. Co.*, 398 So. 2d 974 (Fla. 1<sup>st</sup> DCA 1981); *Parkway General Hospital Inc. v. Allstate Ins. Co.*, 393 So. 2d 1171 (Fla. 3<sup>rd</sup> DCA 1981).

6. The Plaintiffs have paid the premiums for the contract.

7. On or about September 12, 2017, the Insured Property sustained direct physical damage.

8. Defendant received timely notice of the loss.

9. Defendant assigned the loss reported by Plaintiffs and described in paragraph 7 above a claim number believed to be 007681918-020.

10. Defendant and its agents requested and were given access and the opportunity to inspect the Insured Property and the reported damage arising from the loss described in paragraph 7 above.

11. Jurisdiction and venue of this matter are proper in the Circuit Court for Palm Beach County, Florida.

### **COUNT I – BREACH OF CONTRACT**



12. Plaintiffs reallege and reincorporate paragraphs 1-11 as if fully stated herein, and further alleges as follows:

13. Defendant had an obligation to put the property back to its pre-loss condition by paying the claim.

14. Defendant has breached the contract.

15. The Plaintiffs have been damaged by this breach in the form of unpaid insurance proceeds needed to restore the property to its pre-loss condition as a result of the Defendant refusing to pay the full amount owed under the contract.

16. As a direct and proximate result of Defendant's breach of contract, the Plaintiffs have been required to retain the services of the undersigned attorneys to represent and protect the interests of the Plaintiffs and the Plaintiffs have become obligated to pay them a reasonable fee for their services in bringing this action.

17. In the event that the Plaintiffs prevail in this action, Plaintiffs are entitled to an award of attorneys' fees and costs pursuant to section 627.428, 626.9373, and 57.041, Florida Statutes and/or other Florida Law.

WHEREFORE, the Plaintiffs demand judgment against Defendant for damages, including but not limited to damages owed under the contract, attorneys' fees and costs, and the Plaintiffs demand trial by jury of all issues so triable.

**DEMAND FOR JURY TRIAL**

The Plaintiffs further demand a trial by jury of all issues so triable as a matter of right.

**[CERTIFICATE OF SERVICE ON FOLLOWING PAGE]**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on  
Defendant.

**KANNER & PINTALUGA, P.A.**  
Attorneys for Plaintiff  
925 S. Federal Highway, Sixth Floor  
Boca Raton, FL 33432  
Phone: (561) 424-0032  
Fax: (561) 853-2188  
Email: [mgottlieb@kpattorney.com](mailto:mgottlieb@kpattorney.com)  
[lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com)  
[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)  
By: /s/ Matthew Gottlieb.  
MAX M. MESSINGER, ESQ.  
Florida Bar No.: 69988  
MATTHEW GOTTLIEB, ESQ.  
Florida Bar No.: 118704

# **COMPOSITE EXHIBIT “B”**

Filing # 98667536 E-Filed 11/11/2019 10:28:35 AM

# 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 for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

## I. CASE STYLE

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: \_\_\_\_\_  
Judge: \_\_\_\_\_

HARVEY ROTH, ALISON ROTH

Plaintiff

vs.

USAA CASUALTY INSURANCE COMPANY

Defendant

## II. TYPE OF CASE

- ☐ 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 \$0 - \$50,000
  - ☐ Commercial foreclosure \$50,001 - \$249,999
  - ☐ Commercial foreclosure \$250,000 or more
  - ☐ Homestead residential foreclosure \$0 - 50,000
  - ☐ Homestead residential foreclosure \$50,001 - \$249,999
  - ☐ Homestead residential foreclosure \$250,000 or more
  - ☐ Non-homestead residential foreclosure \$0 - \$50,000
  - ☐ Non-homestead residential foreclosure \$50,001 - \$249,999

- ☐ Non-homestead residential foreclosure \$250,00 or more
- ☐ Other real property actions \$0 - \$50,000
- ☐ Other real property actions \$50,001 - \$249,999
- ☐ Other real property actions \$250,000 or more
- ☐ 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

**COMPLEX BUSINESS COURT**

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

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

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

**IV. NUMBER OF CAUSES OF ACTION: (    )**  
(Specify)

2

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☐ Yes
- ☒ No

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

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

**VII. 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/ Matthew D Gottlieb  
Attorney or party

FL Bar No.: 118704

(Bar number, if attorney)

Matthew D Gottlieb 11/11/2019  
(Type or print name)

Date

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

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Defendant.

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**DEMAND FOR JURY TRIAL**

The Plaintiffs further demand a trial by jury of all issues so triable as a matter of right.



**[CERTIFICATE OF SERVICE ON FOLLOWING PAGE]**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on  
Defendant.

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

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[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)

By: /s/ Matthew Gottlieb.

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

\_\_\_\_\_ /

**PLAINTIFFS' NOTICE OF DESIGNATION OF EMAIL ADDRESS**

COMES NOW, the undersigned counsel for the Plaintiffs, HARVEY ROTH AND ALISON ROTH, and files this Notice of Designation of Primary Email Address for service of pleadings in compliance with Florida Rule of Judicial Administration 2.516. Primary email address shall be:

FirstPartyEService@kpattorney.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on Defendant.

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

Email: mgottlieb@kpattorney.com

lhernandez@kpattorney.com

FirstPartyEService@kpattorney.com

By: /s/ Matthew Gottlieb.

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

**PLAINTIFFS' NOTICE OF TAKING VIDEO DEPOSITION DUCES TECUM OF  
DEFENDANT'S DESIGNATED CORPORATE REPRESENTATIVE PURSUANT TO  
RULE 1.310(b)(6)**

PLEASE TAKE NOTICE that Plaintiffs, HARVEY ROTH AND ALISON ROTH, through the undersigned counsel will take the deposition, by oral examination of the following person pursuant to Fla.R.Civ.P. 1.310(b)(6) as indicated below or at such other location, time, and date as is mutually agreed upon by counsel or ordered by the Court, before an associate or deputy court reporter who is not of counsel to the parties or interested in the events of this cause.

<u>NAME</u>	<u>DATE/TIME</u>	<u>PLACE</u>
Corporate representative designated by the Defendant to testify as to the topics listed in Schedule A&B of this notice. The persons so designated must testify about matters known or reasonably available to the Defendant. <i>Fla. R. Civ. P. 1.310(b)(6)</i> .	To be provided by Defendant within 30 days of receipt of the summons. If no date is provided a date will be selected by the Plaintiffs.	<b>KANNER &amp; PINTALUGA, P.A.</b> 925 S. Federal Highway, Sixth Floor Boca Raton, FL 33432

The deponent is directed to produce for inspection and/or copying the documents listed in schedule A&B of this notice 10 days prior to the scheduled deposition. This is in an effort to expedite the deposition in order to allow Plaintiffs to review the documents prior to the deposition. If the documents are not provided prior to the deposition the Defendant is put on

notice that Plaintiffs will reserve the necessary time prior to the deposition in order to review the documents. Plaintiffs will reimburse deponent for all reasonable costs associated with producing the requested documents as allowed by the Florida Rules of Civil Procedure. If any documents are being claimed as privileged, Defendant must file a privilege log prior to the deposition with enough time for the Court to rule upon said objections prior to the deposition.

The deposition is being taken for the purpose of discovery, use at trial and/or for such other purposes as permitted under the Florida Rules of Civil Procedure.

The deposition will be videotaped, and the name and address of the operator will be provided after Defendant provides the date and location of the deposition as referenced above.

***\*\*Documents responsive to Schedule A & B of this notice over which Defendant has claimed a privilege need not be produced to Plaintiffs but must be brought to the deposition should the need arise to refresh the witness' recollection as to questions regarding non-privileged matters. Plaintiffs stipulate that the witness' use of such documents to refresh recollection will not waive any privilege Defendant has claimed over such documents, nor entitle Plaintiffs to review or receive production of such documents at the deposition, and Plaintiffs retain the right to challenge any claims of privilege prior to or after the deposition.\*\****

**[CERTIFICATE OF SERVICE ON FOLLOWING PAGE]**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on  
Defendant.

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

Email: [mgottlieb@kpattorney.com](mailto:mgottlieb@kpattorney.com)

[lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com)

[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)

By: /s/ Matthew Gottlieb

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704

**SCHEDULE "A"**

1. The Corporate Representative who can identify by full name and company title all persons who participated in the handling of Plaintiffs' insurance claim that is the subject of this action.

2. The Corporate Representative who can testify as to the complete investigation of Plaintiffs' insurance claim that is the subject of this action.

3. The Corporate Representative who can testify as to any payments that were made to the Plaintiffs and/or on their behalf in reference to the insurance claim that is the subject of this action.

4. The Corporate Representative who can testify as to the valuation of the insurance claim that is the subject of this action.

5. The Corporate Representative who can testify as to the affirmative defenses asserted by Defendant in this action.

6. The Corporate Representative who can testify as to Defendant's responses to written discovery in this action.

7. The Corporate Representative who can testify as to the insurance policy that is the subject of this action.

8. The Corporate Representative who can testify as to the date the Defendant anticipated litigation as to the insurance claim that is the subject of this claim.

9. The credentials of any individual who inspected the Plaintiffs' property in reference to the insurance claim that is the subject of this claim.

10. The credentials of any individual who Defendant retained to make repairs at the Plaintiffs' property for the subject claim.

**SCHEDULE "B"**

1. All documents the deponent reviewed in preparation of this deposition.
2. All documents the deponent will rely upon in responding to the topics listed in Schedule "A" during the deposition.
3. The privilege log for any documents Defendant is claiming a privilege as to for the deposition.
4. The entire claim file for Plaintiffs' insurance claim that is the subject of this action.
5. Any documents associated with the calculation of Plaintiffs' insurance claim that is the subject of this action.
6. The credentials of any person who inspected and/or handled the insurance claim that is the subject of this claim.
7. The credentials of any person who Defendant retained to make repairs at the subject property for the subject claim.
8. Any reports prepared for the insurance claim that is the subject of this action.
9. Any invoices for services performed in reference to the insurance claim that is the subject of this action.
10. Any documents reflecting payments of any amounts in reference to the insurance that is the subject of this action.
11. Any documents as to the directives and/or parameters for any inspections conducted on behalf of the Defendant for Plaintiffs' insurance claim that is the subject of this action.

12. Any communications (including emails and/or text messages) that are anyway associated with Plaintiffs' insurance claim that is the subject of this action.

13. The insurance policy that is the subject of this action.

14. The underwriting file for the insurance policy that is the subject of this action.

15. Any documents that Defendant is relying upon in defense to this action.



IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

\_\_\_\_\_ /

**PLAINTIFFS' NOTICE OF TAKING VIDEO DEPOSITION DUCES TECUM OF  
DEFENDANT'S CLAIM ADJUSTER**

PLEASE TAKE NOTICE that Plaintiffs, HARVEY ROTH AND ALISON ROTH, through the undersigned counsel will take the deposition, by oral examination of the following person pursuant to Fla.R.Civ.P. 1.310(b)(1) as indicated below or at such other location, time, and date as is mutually agreed upon by counsel or ordered by the Court, before an associate or deputy court reporter who is not of counsel to the parties or interested in the events of this cause.

<u>Name</u>	<u>Date/Time</u>	<u>Place</u>
DEFENDANT'S CLAIM ADJUSTER	To be provided by Defendant within 30 days of receipt of the summons. If no date is provided a date will be selected by the Plaintiffs.	The city to be provided by Defendant within 30 days of receipt of the summons and Plaintiffs will select a Court Reporter's office in that city. If no city is provided the location will be selected by the Plaintiffs.

The deponent is directed to produce for inspection and/or copying the documents listed in schedule A of this notice 10 days prior to the scheduled deposition. This is in an effort to expedite the deposition in order to allow Plaintiffs to review the documents prior to the deposition. If the documents are not provided prior to the deposition the Defendant is put on notice that Plaintiffs will reserve the necessary time prior to the deposition in order to review the

documents. Plaintiffs will reimburse deponent for all reasonable costs associated with producing the requested documents as allowed by the Florida Rules of Civil Procedure. If any documents are being claimed as privileged, Defendant must file a privilege log prior to the deposition with enough time for the Court to rule upon said objections prior to the deposition.

The deposition is being taken for the purpose of discovery, use at trial and/or for such other purposes as permitted under the Florida Rules of Civil Procedure.

The deposition will be videotaped, and the name and address of the operator will be provided after Defendant provides the date and location of the deposition as referenced above.

***\*\*Documents responsive to Schedule A of this notice over which Defendant has claimed a privilege need not be produced to Plaintiffs but must be brought to the deposition should the need arise to refresh the witness' recollection as to questions regarding non-privileged matters. Plaintiffs stipulate that the witness' use of such documents to refresh recollection will not waive any privilege Defendant has claimed over such documents, nor entitle Plaintiffs to review or receive production of such documents at the deposition, and Plaintiffs retain the right to challenge any claims of privilege prior to or after the deposition.\*\****

***[CERTIFICATE OF SERVICE ON FOLLOWING PAGE]***

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on  
Defendant.

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

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[lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com)

[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)

By: /s/ Matthew Gottlieb

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704

**SCHEDULE "A"**

1. All documents the deponent reviewed in preparation of this deposition.
2. Any communications such as email, letters, faxes, text messages, etc. between the deponent and the Plaintiffs and/or Plaintiffs' representatives for the subject insurance claim.
3. Any communications such as email, letters, faxes, text messages, etc. prepared and/or sent by the deponent in reference to the subject claim.
4. Any reports prepared and/or reviewed by the deponent for the subject claim.

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

\_\_\_\_\_ /

**PLAINTIFFS' FIRST REQUESTS FOR ADMISSIONS TO DEFENDANT**

COMES NOW, Plaintiffs, HARVEY ROTH AND ALISON ROTH, through the undersigned counsel, and hereby file their First Requests for Admissions to Defendant, USAA CASUALTY INSURANCE COMPANY:

1. Please admit Defendant found that under insurance policy number 007681918-020, Plaintiffs' claim, assigned claim number 007681918-020, was determined to be caused by a covered cause of loss.

2. Please admit Defendant found that insurance policy number 007681918-020 did not provide coverage for any portion Plaintiffs' claim, assigned claim number 007681918-020.

3. Please admit Defendant has not issued payment for claim number 007681918-020 to the Plaintiffs prior to the initiation of this lawsuit.

4. Please admit that any payment issued by Defendant to Plaintiffs under claim number 007681918-020 prior to the initiation of this action did not include any amount for overhead and profit.

5. Please admit Defendant's pre-suit estimate under insurance policy 007681918-020 for claim number 007681918-020 was insufficient to provide the actual cash value of the repairs needed to return the insured property to its pre-loss condition.

6. Please admit the adjuster whose services Defendant employed to inspect the insured property relating to claim number 007681918-020 did not have a Florida adjuster's license at the time of the inspection.

7. Please admit Defendant does not know the credentials of any adjuster who inspected the insured property for claim number 007681918-020.

8. Please admit Defendant did not have a licensed contractor inspect Plaintiffs' property for claim number 007681918-020 prior to the initiation of this lawsuit.

9. Please admit Defendant did not have a Florida-licensed General Contractor inspect Plaintiffs' property for claim number 007681918-020 prior to the initiation of this lawsuit.

10. Please admit Defendant did not have a Florida-licensed roofer examine Plaintiffs' property for claim number 007681918-020 prior to the initiation of this lawsuit.

11. Please admit the individual who prepared the repair estimate/report Defendant relied upon for its coverage and/or payment determinations in claim number 007681918-020 lacks the licenses required by Florida Statutes to perform the construction and repair services said individual included in his/her estimate.

12. Please admit that the repair estimate/report Defendant relied upon for its coverage and/or payment determinations in claim number 007681918-020 includes the unmodified prices provided by the Xactimate software price lists.

13. Please admit Defendant did not request an examination under oath of Plaintiffs for claim number 007681918-020 prior to the initiation of this action.

14. Please admit Defendant did not request a sworn proof of loss for claim number 007681918-020 prior to the initiation of this action.

15. Please admit Defendant did not offer to make any repairs at the subject property under claim number 007681918-020 prior to the initiation of this action.

16. Please admit Defendant did not request a recorded statement of Plaintiffs for claim number 007681918-020.

17. Please admit that it will be necessary to acquire building permits in order to complete the repairs outlined by the Defendant's adjuster's repair estimate for the subject property under claim number 007681918-020.

18. Please admit Defendant invoked its option to repair under the contract.

19. Please admit Defendant voluntarily accepted and retained the full deductible payment made by Plaintiffs, and thereafter refused to restore the subject property back to its pre-loss condition.

20. Please admit the subject roof tile is no longer commercially available.

**[CERTIFICATE OF SERVICE ON FOLLOWING PAGE]**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on  
Defendant.

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

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[lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com)

[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)

By: /s/ Matthew Gottlieb.

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704



IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

\_\_\_\_\_ /

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION TO DEFENDANT**

COMES NOW, Plaintiffs, HARVEY ROTH AND ALISON ROTH through the undersigned counsel, and hereby file their First Requests for Production to Defendant, USAA CASUALTY INSURANCE COMPANY:

1. A certified copy of the subject insurance policy, including any and all endorsements, addendums, attachments and enclosures.
2. Any and all applications for any and all insurance with the Defendant, including the subject insurance policy, including any photographs taken in the underwriting policy.
3. The complete underwriting file for the subject insurance policy.
4. Any and all checks, drafts, documents, items, notices, pamphlets, questionnaires, surveys, and/or instruments evidencing payment to the Plaintiffs and/or the Plaintiffs' representatives for the subject claim. (note this includes, but it not limited to, any correspondences, letters, reports, and/or estimates enclosed or attached with payment).
5. Any and all recorded statements, whether by a named insured, additional insured, or behalf of the insured for the subject claim.

6. Any and all recorded statements Defendant relied upon in making a coverage determination for the subject claim.

7. Any and all recorded statements of the Plaintiffs taken over the past 3 years.

8. Any reports discussing any damages and/or the lack of damages to the subject property.

9. Any and all notes and/or reports reflecting any statements of the Plaintiffs and/or the Plaintiffs' representatives in reference to the subject claim.

10. Any and all notes and/or reports reflecting any statements of the Plaintiffs and/or the Plaintiffs' representatives that Defendant relied upon and/or considered in making a coverage decision for the subject claim.

11. Any and all examinations under oaths taken for the subject claim.

12. Any and all statements contemplated by Fla. Stat. § 92.33, whether by Plaintiffs, additional insured, or on behalf of the Plaintiffs.

13. Any and all photographs of the subject property taken prior to the subject loss date.

14. Any and all photographs of the subject property taken after the subject loss date.

15. Any and all photographs taken in reference to the subject claim.

16. Any and all photographs that Defendant and/or its representatives relied upon and/or considered in making a coverage determination for the subject claim.

17. Any and all photographs taken on behalf of the Defendant and/or its representatives for any subsequent insurance claims.

18. Any and all reports taken on behalf of the Defendant and/or its representatives for any subsequent insurance claims.

19. Any and all video taken for the subject claim by Defendant and/or its representatives.

20. Any and all correspondences, emails, text messages and/or communications sent by the Defendant in reference to the subject claim.

21. Any and all correspondences, emails, text messages and/or communications sent by the Defendant in reference to the subject insurance policy.

22. Any and all correspondences, emails, text messages and/or communications received by the Defendant in reference to the subject claim.

23. Any and all correspondences, emails, text messages and/or communications received by the Defendant in reference to the subject insurance policy.

24. Any estimates prepared by Defendant and/or on Defendant's behalf for the subject claim.

25. Any estimates prepared by Defendant and/or on Defendant's behalf for any subsequent insurance claims.

26. Any estimates Defendant received in reference to the subject claim.

27. Any and all communications between Defendant and any individual who inspected the subject property on Defendant's behalf.

28. Any and all reports prepared by any individual who inspected the subject property on Defendant's behalf.

29. Any and all invoices for any individual who inspected the subject property on Defendant's behalf.

30. Any requests for a sworn proof of loss for the subject claim.

31. Any requests for an examination under oath for the subject claim.

32. Any requests for compliance with any post loss obligation under the subject policy in reference to the subject claim.

33. Any documents communicating a coverage decision to the Plaintiffs for the subject claim.

34. Any receipts and/or invoices for repairs in reference to the subject claim.

35. Documents relating to the initial inspection and/or appraisal for the original inception of the subject insurance policy, including any reports such as a “four point” inspection.

36. Any reservation of rights letter(s) sent by the Defendant and/or on Defendant’s behalf in reference to the subject claim.

37. Any documentation evidencing the credentials and/or licensing information for any individual who inspected the subject property in reference to the subject claim.

38. Any documentation evidencing the credentials and/or licensing information for any individual on behalf of the Defendant who communicated with the Plaintiffs and/or to an individual on the Plaintiffs’ behalf for the subject claim.

39. Any estimate that Defendant and/or a representative of Defendant has prepared for the subject property for the past 5 years.

40. Any estimate that Defendant and/or a representative of Defendant has prepared for the subject property for the past 3 years.

41. Any and all communications and/or contracts Defendant received on behalf of the Plaintiffs for the subject claim.

42. Any estimates, contracts and/or proposals Defendant received from Plaintiffs and/or on Plaintiffs’ behalf for the subject claim.

43. Any requests for appraisal submitted by anyone for the subject claim.

44. If Defendant claims the claimed damages were pre-existing, any documents that support this assertion.

45. If Defendant claims the claimed damages were long term, any documents that support this assertion.

46. If Defendant claims the claimed damages were due to wear and tear, any documents that support this assertion.

47. Any documents reflecting Defendant invoking its option to repair under the policy.

48. Any documents that support the affirmative defenses asserted by Defendant.

49. Any and all documents relating to any alleged material misrepresentation(s) regarding the subject claim.

50. Any and all documents relating to any alleged failure to cooperate of the Plaintiffs regarding the subject claim.

51. Any and all documents the Defendant relied upon and/or considered in making a coverage decision for the subject claim.

52. Any reports from any person retained by the Defendant to evaluate the waste line at the subject property for the subject claim.

53. Any documents in reference to any prior insurance claim(s) that Defendant is relying upon in adjusting the subject insurance claim.

54. Any documents in reference to any prior insurance claim(s) made by the Plaintiffs for the last 10 years.

55. Any documents in reference to any prior insurance claim(s) made by the Plaintiffs for the last 5 years.

56. Any evidence of the subject insurance policy being provided to Plaintiffs from the time of the reporting of the subject insurance claim until the time of the filing of this action.

57. Any evidence of the subject property showing that permits are not necessary in order to complete the repairs.

58. Any documentation showing Defendant accepted and retained the deductible payment made by Plaintiffs.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on Defendant.

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

Email: [mgottlieb@kpattorney.com](mailto:mgottlieb@kpattorney.com)

[lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com)

[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)

By: /s/ Matthew Gottlieb.

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

\_\_\_\_\_ /

**PLAINTIFFS' NOTICE OF SERVICE OF FIRST INTERROGATORIES TO  
DEFENDANT**

COMES NOW, Plaintiffs HARVEY ROTH AND ALISON ROTH, through the undersigned counsel, and hereby file their First Set of Interrogatories to Defendant, USAA CASUALTY INSURANCE COMPANY, to be answered in writing and under oath within forty-five (45) days after service hereof as provided by Florida Rule of Civil Procedure 1.340.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a certified copy of the foregoing has been served on Defendant.

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

Email: [mgottlieb@kpattorney.com](mailto:mgottlieb@kpattorney.com)

[lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com)

[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)

By: /s/ Matthew Gottlieb

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704

**PLAINTIFFS' FIRST INTERROGATORIES TO DEFENDANT**

1. What is 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?

Answer:

2. Describe any and all policies of insurance which you contend cover or may cover the allegations set forth in Plaintiffs' complaint, detailing as to such policies the name of the insurer, the number of the policy, the available limits of liability, and the name and address of the custodian of the policy.

Answer:

3. Please state if you contend the loss as alleged in the complaint is not covered under the subject insurance policy as referenced in the complaint. If so, please state the specific language in the insurance policy that you are relying upon as well as the facts to support this policy language.

Answer:

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

Answer:



5. Please state if any payments have been made for the claim as referenced in the complaint to and/or on the behalf of the Plaintiffs. If any payments have been made, please state the date of the payments, who the payments were made to and the basis for the payments.

Answer:

6. State separately the facts upon which you rely on for each affirmative defense in your Answer to the Plaintiffs' Complaint.

Answer:

7. List the names, addresses and telephone numbers 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, and specify the subject matter about which the witness has knowledge.

Answer:

8. Please state the amount of covered damages Defendant estimated for the subject insurance claim prior to the initiation of this action. If no number was estimated, please state the basis for such.

Answer:

9. Please provide a list of the names and current addresses of any and all individuals employed by or agents of the Defendant who were in any way involved with the handling of Plaintiffs' 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.

Answer:

10. Please state any and all dates Defendant provided the subject insurance policy to Plaintiffs and/or Plaintiffs' representative. State how the policy was provided and who the policy was provided.

Answer:

11. For any and all policy defenses which you reasonably believe are available with regards to the claim made by the Plaintiffs herein: Describe in detail the factual and legal basis for any 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 any such defense.

Answer:

12. For each denied or withheld payment for the subject claim listed above, state in detail the legal ground and the 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 or withholding of payment.

Answer:

13. Please state the name of any individual who inspected Plaintiffs' property for the subject claim number, the date(s) of the inspection(s), the qualification(s) of the individual(s), the opinions reported back to the Defendant, the amount of times the Defendant has hired these individual(s) in the past 3 years and the amount of money the Defendant has paid these individuals and/or these individuals companies in the last 3 years.

Answer:

14. Please state if any permits are necessary in order to complete the repairs the Defendant estimated for the subject claim number. If Defendant claims permits are not necessary, please state the basis for this opinion.

Answer:

15. 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 issue 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.

Answer:

16. Please state if any person who inspected the subject property for the insurance claim as referenced in the complaint prepared any sort of report. If so, please state the date the report was prepared, who prepared the report, the conclusions of the report, if you are claiming the report is not discoverable, the basis for claiming the report is not discoverable and if you relied upon the report in making a coverage determination for the subject insurance claim.

Answer:

17. Please state how the amount of recoverable depreciation was calculated for the subject claim. If any formulas, calculations and/or documents were relied upon, please specifically state what these were and who is in possession of them so that they can be requested in discovery.

Answer:

18. Please state the date that you received notice of this claim, who reported the claim and what specifically was reported.

Answer:

19. If you claim you were unable to pay Plaintiffs' claim because you had insufficient information or the notice of claim did not have sufficient support, state: When you first realized that you had insufficient information, each and every effort made by you to obtain the needed information, when you informed the Plaintiffs of the need for further information and when you gave up trying to obtain the needed information.

Answer:

20. Please state if the subject insurance policy was provided to the Plaintiffs and/or the Plaintiffs' representatives anytime during the time period of the subject claim being reported until the filing of this action. If the subject insurance policy was not provided during this time period, please state the basis for not providing the subject insurance policy.

Answer:

21. Please state if Plaintiffs and/or Plaintiffs' representatives requested the subject insurance policy prior to the initiation of this action. If so, please state the date Defendant received this request and the date Defendant complied with the request for the subject insurance policy

Answer:

22. Please state if overhead and profit was paid for the subject claim and the amount. If it was paid, please state how it was calculated and the basis for payment. If it was not paid, please state the basis for not paying it and cite to the provision in the insurance policy that overhead and profit would not be owed for the subject claim.

Answer:

**Jurat Page**

Dated \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Agent for Defendant

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**BEFORE ME**, the undersigned authority, personally appeared the Agent for Defendant \_\_\_\_\_, who is personally known to me or who produced \_\_\_\_\_ as identification, and who deposed and stated that the information contained in the foregoing Answers to Interrogatories is true and correct, to the best of his/her knowledge and belief.

**SWORN AND SUBSCRIBED** before me in the aforesaid County and State this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

Commission No. \_\_\_\_\_

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

My commission expires: \_\_\_\_\_

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.:

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

**SUMMONS**

**THE STATE OF FLORIDA:**

To Each Sheriff of the State:

**YOU ARE HEREBY COMMANDED** to serve this Summons and a copy of the Complaint, Interrogatories, Request for Production, Request for Admissions, Notice of Deposition, and Notice of E-mail Designation in the above-styled cause upon the Defendant:

PLEASE SERVE: **USAA CASUALTY INSURANCE COMPANY**

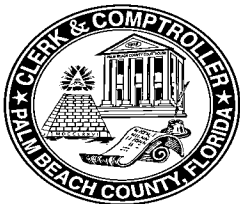
BY SERVING: Insurance Commissioner of the State of Florida,  
for and on behalf of the Defendant,  
in accordance with Florida Statutes.

c/o Florida Chief Financial Officer as Reg. Agent  
200 E. Gaines St.  
Tallahassee, FL 32399-0000

DATED: Nov 12 2019

**CLERK NAME**

As Clerk of Court



By: \_\_\_\_\_

As Deputy Clerk  
(COURT SEAL)

**KARLA GUZMAN**

**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of the court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, property, and money may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book). Also, you may call your insurance company representative if you believe you are covered for this loss.

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

**IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su repuesta por escrito, incluyendo el numero del caso y los nombres demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su repuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

**IMPORTANT**

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour déposer une réponse écrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obliges de déposer votre réponse écrite, avec mention du numero de dossier ci-dessus et du nom des parties nommes ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite de le relai requis, vous risqué de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).



Si vous choisissez de déposer vous-meme una reponse ecrite, il vous faudra egalement , en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au “Plaintiff/Plaintiff’s Attorney” (Plaignant ou a son avocet) nomme cidessous.

REPLY TO:

MATT GOTTLIEB, ESQ  
FBN: 118704  
**KANNER & PINTALUGA, P.A.**  
Attorney for Plaintiff  
925 S. Federal Highway, Sixth Floor  
Boca Raton, FL 33432  
Phone: 561-424-0032  
Fax: 561-853-2188



**SHARON R. BOCK**

CLERK & COMPTROLLER  
PALM BEACH COUNTY, FLORIDA

**RECEIPT**

3413117

Printed On:  
11/12/2019 03:26  
Page 1 of 1

<b>Receipt Number: 3413117 - Date 11/12/2019 Time 3:26PM</b>			
<b>Received of:</b>	Max Messinger 925 South Federal Highway boca raton, FL 33432		
<b>Cashier Name:</b>	ADMIN	<b>Balance Owed:</b>	411.00
<b>Cashier Location:</b>	E-Filing	<b>Total Amount Paid:</b>	411.00
<b>Receipt ID:</b>	9707734	<b>Remaining Balance:</b>	0.00
<b>Division:</b>	AE: Circuit Civil Central - AE(Civil)		
<b>Case# 50-2019-CA-014472-XXXX-MB -- PLAINTIFF/PETITIONER: ROTH, HARVEY</b>			
<b>Item</b>	<b>Balance</b>	<b>Paid</b>	<b>Bal Remaining</b>
Fees	411.00	411.00	0.00
<b>Case Total</b>	<b>411.00</b>	<b>411.00</b>	<b>0.00</b>

<b>Payments</b>		
<b>Type</b>	<b>Ref#</b>	<b>Amount</b>
EFiling_CREDITCARD	26371878	411.00
<b>Total Received</b>		<b>411.00</b>
<b>Total Paid</b>		<b>411.00</b>

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**For office locations and information about Clerk & Comptroller services:**  
Visit [www.mypalmbeachclerk.com](http://www.mypalmbeachclerk.com) or call (561) 355-2996.

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502019CA014472XXXXMB

HARVEY ROTH AND ALISON ROTH,

Plaintiffs

vs.

USAA CASUALTY INSURANCE  
COMPANY,

Defendant.

**NOTICE OF APPEARANCE AND DESIGNATION  
OF PRIMARY AND SECONDARY E-MAIL ADDRESSES**

The Defendant, USAA CASUALTY INSURANCE COMPANY ("USAA CIC"), hereby gives notice that Michael Simon, Esquire, Paige B. Segrera, Esquire and Nicholas A. Reeves, Esquire with the law firm of Simon, Reed & Salazar, P.A., 9130 South Dadeland Boulevard, Suite 1209, Miami, FL 33156, are counsel of record. All pleadings, notices, filings, and motions, etc. should be served upon Mr. Simon, Ms. Segrera and Mr. Reeves as counsel for USAA CIC. In addition, in accordance with Florida Rule of Civil Procedure 1.080 the law firm Simon, Reed & Salazar, P.A., hereby designate their Primary and Secondary e-mail addresses and requests that copies of all orders, process, pleadings, and other documents filed or served in this matter be served on it at the Primary and Secondary e-mail addresses listed below, with such service electronically through E-Portal and e-mail complying with Rule 2.516(b)(1)(E).

<b><u>PRIMARY</u></b>	<b><u>SECONDARY</u></b>
Michael Simon, Esq. <a href="mailto:msimon@simonreedlaw.com">msimon@simonreedlaw.com</a>	Kara Miller <a href="mailto:kmiller@simonreedlaw.com">kmiller@simonreedlaw.com</a>
Paige B. Segrera, Esq. <a href="mailto:psegrera@simonreedlaw.com">psegrera@simonreedlaw.com</a>	Kara Miller <a href="mailto:kmiller@simonreedlaw.com">kmiller@simonreedlaw.com</a>
Nicholas A. Reeves, Esq. <a href="mailto:nreeves@simonreedlaw.com">nreeves@simonreedlaw.com</a>	Celia Diaz <a href="mailto:cdiaz@simonreedlaw.com">cdiaz@simonreedlaw.com</a>

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served electronically through E-Portal on this December 5, 2019 with the Clerk of Palm Beach County by using the Florida Courts eFiling Portal and serving and serving via Electronic Service to: Max M. Messinger, Esq., and Matthew Gottlieb, Esq., Kanner & Pinaluga, P.A., 925 S. Federal Highway, Sixth Floor, Boca Raton, Florida 33432, [mgottlieb@kpattorney.com](mailto:mgottlieb@kpattorney.com); [lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com); [firstpartyeservice@kpattorney.com](mailto:firstpartyeservice@kpattorney.com).

**SIMON, REED & SALAZAR, P.A.**

*Attorneys for Defendant, USAA CIC*

Two Datan Center - Suite 1209

9130 S. Dadeland Blvd.

Miami, Florida 33156

Tel.: (305) 670-0776

Fax: (305) 670-0731

By: /s/ Nicholas A. Reeves

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IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502019CA014472XXXXMB

HARVEY ROTH AND ALISON ROTH,

Plaintiffs

vs.

USAA CASUALTY INSURANCE  
COMPANY,

Defendant.

\_\_\_\_\_ /

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

Defendant, USAA CASUALTY INSURANCE COMPANY ("USAA CIC"), by and through the undersigned counsel, and pursuant to the Florida Rules of Civil Procedure, hereby files its Motion for Extension of Time to Respond to Plaintiffs' Complaint, and in support thereof states as follows:

1. Defendant's response to Plaintiffs' Complaint is currently due.
2. Undersigned counsel requires additional time to confer with its client and prepare an appropriate response to Plaintiffs' Complaint.
3. Accordingly, USAA CIC respectfully requests an extension of time to respond to Plaintiffs' Complaint.
4. Said request is made in good faith, in an abundance of caution and is not intended to delay this matter.
5. The requested extension will not prejudice the Plaintiffs in this matter.

WHEREFORE, Defendant, USAA CASUALTY INSURANCE COMPANY, respectfully requests entry of an Order granting this motion and providing Defendant an extension of time to respond to Plaintiffs' Complaint.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served electronically through E-Portal on this December 5, 2019 with the Clerk of Palm Beach County by using the Florida Courts eFiling Portal and serving and serving via Electronic Service to: Max M. Messinger, Esq., and Matthew Gottlieb, Esq., Kanner & Pinaluga, P.A., 925 S. Federal Highway, Sixth Floor, Boca Raton, Florida 33432, [mgottlieb@kpattorney.com](mailto:mgottlieb@kpattorney.com); [lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com); [firstpartyeservice@kpattorney.com](mailto:firstpartyeservice@kpattorney.com).

**SIMON, REED & SALAZAR, P.A.**

*Attorneys for Defendant, USAA CIC*

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IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HARVEY ROTH AND ALISON ROTH,

CASE NO.: 502019CA014472XXXXMB

Plaintiffs,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.

---

**PLAINTIFFS' NOTICE OF FILING**

COMES NOW, the Plaintiffs, HARVEY ROTH AND ALISON ROTH, by and through their undersigned counsel, and hereby gives notice of filing the acceptance of Service of Process, attached here to.

Dated: December 13, 2019

**KANNER & PINTALUGA, P.A.**

Attorneys for Plaintiff

925 S. Federal Highway, Sixth Floor

Boca Raton, FL 33432

Phone: (561) 424-0032

Fax: (561) 853-2188

Email: [mgottlieb@kpattorney.com](mailto:mgottlieb@kpattorney.com)

[lhernandez@kpattorney.com](mailto:lhernandez@kpattorney.com)

[FirstPartyEService@kpattorney.com](mailto:FirstPartyEService@kpattorney.com)

By: /s/ Matthew Gottlieb.

MAX M. MESSINGER, ESQ.

Florida Bar No.: 69988

MATTHEW GOTTLIEB, ESQ.

Florida Bar No.: 118704

CHIEF FINANCIAL OFFICER  
JIMMY PATRONIS  
STATE OF FLORIDA

HARVEY ROTH AND ALISON ROTH

PLAINTIFF(S)

VS.

USAA CASUALTY INSURANCE COMPANY

DEFENDANT(S)

SUMMONS, COMPLAINT, DISCOVERY

**CASE #:** 502019CA014472XXXXMB  
**COURT:** 15TH JUDICIAL CIRCUIT  
**COUNTY:** PALM BEACH  
**DFS-SOP #:** 19-000300700

## **NOTICE OF SERVICE OF PROCESS**

NOTICE IS HEREBY GIVEN of acceptance of Service of Process by the Chief Financial Officer of the State of Florida. Said process was received in my office by ELECTRONIC DELIVERY on Wednesday, November 13, 2019 and a copy was forwarded by ELECTRONIC DELIVERY on Friday, November 15, 2019 to the designated agent for the named entity as shown below.

USAA CASUALTY INSURANCE COMPANY  
LYNETTE COLEMAN  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

**\*Our office will only serve the initial process(Summons and Complaint) or Subpoena and is not responsible for transmittal of any subsequent filings, pleadings, or documents unless otherwise ordered by the Court pursuant to Florida Rules of Civil Procedure, Rule #1.080**



Jimmy Patronis  
Chief Financial Officer

MAX M. MESSINGER  
ATTORNEY  
KANNER & PINTALUGA  
925 S. FEDERAL HIGHWAY, 6TH FLOOR  
BOCA RATON, FL 33432

JJ1



# EXHIBIT “C”



## CMR Construction and Roofing

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Insured: Roth, Ali & Harvey  
Property: 9593 Parkview Ave  
Boca Raton, FL 33428

Home: (561) 789-6829

**Claim Number:**

**Policy Number:**

**Type of Loss:** Hurricane

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 5/23/2019 10:55 AM

Price List: FLFL8X\_SEP19  
Restoration/Service/Remodel  
Estimate: ROTH

This estimate is not final as there may be hidden damages not yet foreseen beneath the roof covering. The adjuster will be notified at the time of discovery and given the opportunity to inspect the damages within a reasonable time period. If the adjuster is not available, photos and documentation of the additional damage will be provided.



## CMR Construction and Roofing

## ROTH

## Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Remove Tile roofing - Concrete - "S" or flat tile	48.66 SQ	193.59	0.00	1,884.02	11,304.11	(0.00)	11,304.11
<i>DMO has been changed due to roofing contractor performed. 5 Workmanship standards. All roofing work shall be performed by a qualified contractor licensed to perform roofing, in compliance with the tolerances, Florida IBC 1512.2. quality and methods of construction established herein or set forth in the standards adopted by these high-velocity hurricane zone requirement.</i>							
2. Tile roofing - Concrete - "S" or flat tile	55.96 SQ	659.35	641.76	7,507.80	45,046.79	(0.00)	45,046.79
<i>DMO has been changed due to roofing contractor performed. 5 Workmanship standards. All roofing work shall be performed by a qualified contractor licensed to perform roofing, in compliance with the tolerances, Florida IBC 1512.2. quality and methods of construction established herein or set forth in the standards adopted by these high-velocity hurricane zone requirement.</i>							
3. Remove Modified bitumen roof - hot mopped	48.66 SQ	54.24	0.00	527.86	3,167.18	(0.00)	3,167.18
<i>A. Hot Mop 30/90, Hot Mop 43/90 (see Drawing 1). A No. 30 or No 43 anchor/base sheet ASTM D226, Type II, or ASTM D2626 Shall be mechanically attached to the wood deck with approved fasteners spaced in a 12 in. grid staggered in two rows in the field, and 6 in. on center at the laps. Extend anchor/base sheet a minimum of 4 in. up vertical surfaces. Anchor/base sheet end laps shall be a minimum of 6 in. and head laps shall be a minimum of 4 in. Over installed anchor/base sheet, apply one layer of mineral surfaced cap sheet ASTM D6380 in full 25 #/sq, ± 15 % mopping of asphalt. End laps shall be a minimum of 6 in.; head laps shall be a minimum of 3 in. and backnailed 12 in. on center with approved nails through tin caps or by Miami- Dade listed prefabricated fasteners.</i>							
4. Modified bitumen roof - hot mopped	53.53 SQ	437.25	451.53	4,771.50	28,629.02	(0.00)	28,629.02
5. Water barrier joint taping - Mod. bitumen - 4" seam tape	4,866.00 SF	0.34	23.84	335.64	2,013.92	(0.00)	2,013.92
<i>Due to the current code for (HVHZ) High Velocity Hurricane Zones, a secondary Water Barrier is required. Counties included are: Miami-Dade, Broward, &amp; Coastal Palm Beach.</i>							
6. Drip edge/gutter apron	353.00 LF	2.87	21.25	206.88	1,241.24	(0.00)	1,241.24
7. Tile roofing - Hurricane clip & wind lock add-on	353.00 LF	4.22	13.34	300.60	1,803.60	(0.00)	1,803.60
8. Bird stop - Eave closure strip for tile roofing - metal	315.00 LF	4.03	34.62	260.82	1,564.89	(0.00)	1,564.89
9. Hip & ridge nailer board for tile roofing - channel metal	610.00 LF	3.34	68.32	421.14	2,526.86	(0.00)	2,526.86
Accounted for both sides of channel							
10. Ridge / Hip / Rake cap - tile roofing	343.00 LF	13.28	166.63	944.32	5,665.99	(0.00)	5,665.99
11. Mortar bed for tile	353.00 SF	5.07	35.58	365.06	2,190.35	(0.00)	2,190.35
<i>Labor for roofer to Mix mortar and lay embedment to the Hip &amp; rake tile permitter. FBC 1518.8.1.1 Roof tile mortar shall either be a pre-mixed unit having a Product Approval and tested in compliance with TAS 123 or a job-site mix approved by the building official and in compliance with RAS 113 DMO has been changed due to roofing contractor performed. Florida IBC 1512.2.5 Workmanship standards. All roofing work shall be performed by a qualified contractor licensed to perform roofing, in compliance with the tolerances, quality and methods of construction established herein or set forth in the standards adopted by these high-velocity hurricane zone requirements</i>							
12. Caulking - butyl rubber	1,481.00 LF	3.19	42.50	953.38	5,720.27	(0.00)	5,720.27
<i>Cost for licensed roofing installer to caulk around all drip edge, each side of the W-pan valley metal, hips &amp; ridge nailerboards, &amp; all accessories. This is required by Florida Building Code &amp; County</i>							
13. Valley metal - (W) profile	68.00 LF	7.08	12.71	98.82	592.97	(0.00)	592.97
14. Step flashing	25.00 LF	12.21	2.36	61.54	369.15	(0.00)	369.15
15. R&R Flashing, 14" wide	6.00 LF	4.92	0.47	6.00	35.99	(0.00)	35.99
16. Flashing - pipe jack - lead	3.00 EA	77.22	7.90	47.92	287.48	(0.00)	287.48
17. Flat roof exhaust vent / cap - gooseneck 8"	6.00 EA	101.61	11.34	124.20	745.20	(0.00)	745.20



## CMR Construction and Roofing

## CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. Re-nailing of roof sheathing - complete re-nail	4,866.00 SF	0.30	6.81	293.32	1,759.93	(0.00)	1,759.93
<b>Totals: Roof</b>			<b>1,540.96</b>	<b>19,110.82</b>	<b>114,664.94</b>	<b>0.00</b>	<b>114,664.94</b>

## General Conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. Haul debris - per pickup truck load - including dump fees	4.00 EA	143.95	0.00	115.16	690.96	(0.00)	690.96
20. Taxes, insurance, permits & fees (Bid Item)	55.96 SQ					AS INCURRED	
21. Residential Supervision / Project Management - per hour	10.00 HR	57.00	0.00	114.00	684.00	(0.00)	684.00
22. Gutter / downspout - Detach & reset	401.00 LF	3.20	0.00	256.64	1,539.84	(0.00)	1,539.84
<i>This line item is due the gutter spikes being through the drip edge. To properly install new drip edge up to Florida Building Code the gutters have to be detached &amp; reset.</i>							
23. Roofer - per hour	6.00 HR	169.96	0.00	203.96	1,223.72	(0.00)	1,223.72
<i>Field labor hours to cut the valley &amp; Hip tile prior to installation. DMO has been changed due to roofing contractor performed. Florida IBC 1512.2.5 Workmanship standards. All roofing work shall be performed by a qualified contractor licensed to perform roofing, in compliance with the tolerances, quality and methods of construction established herein or set forth in the standards adopted by these high-velocity hurricane zone requirements.</i>							
24. Equipment Operator - per hour	10.00 HR	48.25	0.00	96.50	579.00	(0.00)	579.00
25. Telehandler/forklift (per day) - no operator	2.00 DA	450.00	0.00	180.00	1,080.00	(0.00)	1,080.00
<b>Totals: General Conditions</b>			<b>0.00</b>	<b>966.26</b>	<b>5,797.52</b>	<b>0.00</b>	<b>5,797.52</b>

## Front Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
26. R&R Overhead door & hardware - 16' x 7'	1.00 EA	1,471.87	68.61	308.10	1,848.58	(0.00)	1,848.58
27. R&R Overhead door & hardware - 8' x 7'	1.00 EA	1,039.72	43.41	216.64	1,299.77	(0.00)	1,299.77
<b>Totals: Front Elevation</b>			<b>112.02</b>	<b>524.74</b>	<b>3,148.35</b>	<b>0.00</b>	<b>3,148.35</b>


**CMR Construction and Roofing**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28. Comb and straighten a/c condenser fins - with trip charge	1.00 EA	157.64	0.00	31.52	189.16	(0.00)	189.16
29. R&R Window screen, 1 - 9 SF	1.00 EA	41.03	2.31	8.68	52.02	(0.00)	52.02
30. Paint overhead door - 2 coats (per side)	1.00 EA	101.27	2.51	20.76	124.54	(0.00)	124.54
31. Paint overhead door - Large - 2 coats (per side)	1.00 EA	145.92	3.35	29.86	179.13	(0.00)	179.13
<b>Totals: Right Elevation</b>			<b>8.17</b>	<b>90.82</b>	<b>544.85</b>	<b>0.00</b>	<b>544.85</b>

**Rear Elevation**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
32. R&R Window screen, 1 - 9 SF	1.00 EA	41.03	2.31	8.68	52.02	(0.00)	52.02
<b>Totals: Rear Elevation</b>			<b>2.31</b>	<b>8.68</b>	<b>52.02</b>	<b>0.00</b>	<b>52.02</b>

**Labor Minimums Applied**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
33. Window labor minimum*	1.00 EA	149.75	0.00	29.96	179.71	(0.00)	179.71
<b>Totals: Labor Minimums Applied</b>			<b>0.00</b>	<b>29.96</b>	<b>179.71</b>	<b>0.00</b>	<b>179.71</b>
<b>Line Item Totals: ROTH</b>			<b>1,663.46</b>	<b>20,731.28</b>	<b>124,387.39</b>	<b>0.00</b>	<b>124,387.39</b>


**CMR Construction and Roofing**
**Summary for Dwelling**

Line Item Total	101,992.65
Material Sales Tax	1,663.46
Subtotal	103,656.11
Overhead	10,365.64
Profit	10,365.64
<b>Replacement Cost Value</b>	<b>\$124,387.39</b>
<b>Net Claim</b>	<b>\$124,387.39</b>

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*Xactware's white paper on O&P states: " General Overhead are expenses incurred by a General Contractor, that cannot be attributed to individual projects, and include any and all expenses necessary for the General Contractor to operate their business. Examples (including but not limited to): General and Administrative (G&A) expenses, office rent, utilities, office supplies, salaries for office personnel, depreciation on office equipment, licenses, and advertising. Including General Overhead expenses in an Xactimate estimate—General Overhead expenses are not included in Xactware's unit pricing, but are typically added to the estimate as a percentage of the total bid along with the appropriate profit margin. These two costs together constitute what is normally referred to in the insurance restoration industry as General Contractor's O&P, or just O&P. General Overhead and Profit percentages can be added in the Estimate Parameters window within an Xactimate estimate."*