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*Attorneys for Defendant Great American
Insurance Company of New York*

MICHAEL L. BARISONE

Plaintiff,

v.

FARM FAMILY CASUALTY INSURANCE
COMPANY, AMERICAN NATIONAL
INSURANCE COMPANY, GREAT
AMERICAN INSURANCE COMPANY OF
NEW YORK, AND/OR XYZ COMPANY 1-
100 (A FICTITIOUS NAME FOR
INSURANCE COMPANIES AND
UNDERWRITERS PRESENTLY
UNKNOWN)

Defendants.

SUPERIOR COURT OF NEW JERSEY
MORRIS COUNTY
DOCKET NO. MRS-L-618-23

CIVIL ACTION

NOTICE OF REMOVAL

TO: Christopher L. Deininger, Esq., N.J. Bar ID No. 004271996
DEININGER & ASSOCIATES, LLP
415 Route 10, Suite 1
Randolph, New Jersey 07869
(973) 879-1610; Fax (973) 361-1241
Attorneys for Plaintiff

Clerk, Law Division, Civil Part
Superior Court of New Jersey
Morris County Courthouse
56 Washington St,
Morristown, NJ 07960

PLEASE TAKE NOTICE that Defendant Great American Insurance Company of New York (“Great American”) by and through their attorneys, Clyde & Co US LLP, have filed a Notice of Removal in the United States District Court for the District of New Jersey. With this filing, this action now stands removed from the Superior Court of New Jersey, Law Division, Morris County to the United States District Court for the District of New Jersey. This case has been assigned docket number 2:23-cv-02571 in the District Court. This case qualifies under diversity jurisdiction pursuant to 28 U.S.C. § 1332. A copy of the Notice of Removal is attached and is incorporated herein.

CLYDE & CO US LLP

Dated: May 11, 2023

By: /s/ Ryan R. Westerfield
Ryan R. Westerfield, Esq.
*Attorneys for Defendant Great American
Insurance Company of New York*

CERTIFICATE OF SERVICE

I hereby certify that on May 11, 2023, I caused copies of Notice of Removal to be served on the following counsel via USPS:

Christopher L. Deininger, Esq., N.J. Bar ID No. 004271996
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(646) 435-9438; Fax (646) 435-9434
Attorneys for American National Insurance Company

/s/ Andrea Mackenzie
Andrea Mackenzie, Legal Assistant

NOTICE OF REMOVAL

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MICHAEL L. BARISONE

Plaintiff,

v.

FARM FAMILY CASUALTY INSURANCE
COMPANY, AMERICAN NATIONAL
INSURANCE COMPANY, GREAT
AMERICAN INSURANCE COMPANY OF
NEW YORK, AND/OR XYZ COMPANY 1-
100 (A FICTITIOUS NAME FOR
INSURANCE COMPANIES AND
UNDERWRITERS PRESENTLY
UNKNOWN)

Defendants.

CIVIL ACTION NO. _____

NOTICE OF REMOVAL

**TO: THE HONORABLE JUDGES OF THE UNITED STATES
DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

ON NOTICE TO:

Christopher L. Deininger, Esq., N.J. Bar ID No. 004271996
DEININGER & ASSOCIATES, LLP
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(646) 435-9438; Fax (646) 435-9434
Attorneys for American National Insurance Company

Clerk, Law Division, Civil Part
Superior Court of New Jersey
Middlesex County Courthouse
56 Paterson Street
New Brunswick, NJ 08903

PLEASE TAKE NOTICE that Defendant Great American Insurance Company of New York (“Great American”) by and through their attorneys, Clyde & Co US LLP, respectfully give notice of the removal of an action filed against them presently pending in the Superior Court of New Jersey, Morris County, Docket No. MRS-L-618-23 to the United States District Court for the District of New Jersey. The removal of this action is made pursuant to 28 U.S.C. §§ 1332, 1441 and 1446 and is appropriate on the basis of diversity. In support hereof, Defendant states as follows:

I. INTRODUCTION

1. On or about April 10, 2023, Plaintiff Michael L. Barisone (“Plaintiff” or “Barisone”) filed a Complaint for Declaratory Judgment and Other Relief in Superior Court of New Jersey, Morris County, Docket No. MRS-L-618-23 (the “Complaint”). A true and correct copy of the Complaint is attached to this Notice as *Exhibit A*.

2. The Complaint names as defendants Great American, Farm Family Casualty Insurance Company (“Farm Family”) and American National Insurance Company (“American National”) (collectively, the “Insurer Defendants”), along with various fictitious entities.

3. On May 18, 2023, Plaintiff first served Great American with a copy of the Summons and Complaint. *See Exhibit B* (Affidavit of Service on Great American).

4. On April 21, 2023, Plaintiff filed a First Amended Complaint for Declaratory Judgment and Other Relief (the “Amended Complaint”). A true and correct copy of the Amended Complaint is attached to this Notice as *Exhibit C*.

5. To date, Plaintiff has not served Great American with a copy of the Amended Complaint.

6. The Complaint and Amended Complaint seek a declaratory judgment and damages

regarding insurance coverage allegedly issued by the Insurer Defendants as allegedly applicable to underlying personal injury actions brought against Plaintiff (the “Underlying Actions”).¹

7. This Notice of Removal is being filed within thirty (30) days of service.

8. Therefore, removal is timely under 28 U.S.C. § 1446(b).

9. Venue is proper in this Court because the United States District Court for the District of New Jersey is the “district and division” embracing the place where such action is pending in accordance with 28 U.S.C. § 1441(a).

10. As discussed below, this Court has original jurisdiction over this action under 28 U.S.C. § 1332(a)(1), because this is an action between citizens of different states, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

II. THE PARTIES ARE COMPLETELY DIVERSE

11. Exercise of federal jurisdiction requires that “every plaintiff must be of diverse state citizenship from every defendant.” *In re Briscoe*, 448 F.3d 201, 215 (3d Cir. 2006). That requirement is met here.

12. Plaintiff Michael L. Barisone is individual residing in Morris County, New Jersey.

13. Defendant Great American is incorporated in New York, with its principal place of business in Ohio.

14. Defendant American National is incorporated in Texas and has its principal place of business in Texas.

15. Defendant Farm Family is a corporation organized under the laws of the State of New York with its principal place of business in New York.

¹ See *New Jersey v. Michael Barisone*, Docket No. 19-12-0999-1 (the “Criminal Action”) and *Lauren Kanarek v. Michael Barisone, Sweet Grass Farm, LLC, Ruth Cox, et al.*, New Jersey Superior Court, Morris County, Docket No. MRS-L-002250-19 (the “Civil Action”).

16. Pursuant to 28 U.S.C. § 1441(b)(1), “the citizenship of defendants sued under fictitious names shall be disregarded” in determining whether a civil action is removable under § 1332(a).

17. Therefore, the requisite diversity of citizenship between the parties exists pursuant to 28 U.S.C. § 1332(a).

III. THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000

18. Diversity jurisdiction under 28 U.S.C. § 1332 also requires that the amount in controversy, exclusive of interest and costs, be in excess of \$75,000. That requirement is met here.

19. The jurisdictional amount in controversy under 28 U.S.C. § 1332(a)(1) is satisfied because the nature and substance of the dispute alleged in the Complaint demonstrate that the amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

20. As specified in § 1446(a), a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold. *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 81, 135 S. Ct. 547, 549, 190 L. Ed. 2d 495 (2014).

21. When a complaint does not allege a specific amount of damages, a district court shall conduct its “own independent appraisal of the value of the claim.” *Penn v. Wal-Mart Stores, Inc.*, 116 F. Supp. 2d 557, 565 (D.N.J. 2000).

22. Here, Plaintiff has filed a declaratory judgment against the Insurer Defendants for failure to provide defense and indemnity to Plaintiff under alleged policies of insurance. The Civil Action for which Plaintiff seeks insurance coverage is the subject of an undisclosed settlement.

23. In addition, Plaintiff also seeks reimbursement of other defense costs, expenses, fees, interest and costs associated with the Underlying Action. *See Exhibits A and B*. In the

Criminal Action, litigation was commenced by the State of New Jersey in August 2019, with extensive litigation culminating in a two-week trial ending in April 2022. In addition, extensive litigation took place with respect to the Civil Matter, which was later settled. The defense costs, expenses, and fees alone undoubtedly exceed \$75,000.

24. On information and belief, counsel for American National discussed this issued with Plaintiff's counsel. Plaintiff's counsel confirmed that the attorney's fees in the civil case alone exceed \$400,000. *See Exhibit D.*

25. Therefore, based on the allegations and causes of action set forth in the Complaint, Amended Complaint and evidence from the Underlying Actions, there is no question that the amount in controversy exceeds the jurisdictional requirement of \$75,000.

26. Accordingly, this Honorable Court has the authority to exercise jurisdiction over this matter by virtue of 28 U.S.C. § 1332, *et seq.* and 28 U.S.C. § 1441, *et seq.*

IV. RULE OF UNANIMITY/CONSENT REQUIREMENT

27. It is generally established that removal under 28 U.S.C. § 1446 requires unanimity among defendants, termed the "rule of unanimity" and demonstrated by each non-moving defendant's consent to removal. *Balazik v. Cnty. of Dauphin*, 44 F.3d 209, 213 (3d Cir. 1995).

28. The rule of unanimity may be disregarded where "a non-joining defendant is an unknown or nominal party." *Id.* at n. 4.

29. Here, unanimity is established because this removal petition is brought on behalf of Great American, with the consent of Farm Family and American National, as expressed in correspondence from their counsel annexed as *Exhibit E.*

30. The other defendants in the Complaint are unknown and/or nominal parties whose consent to removal is not required. *Balazik, supra*, 44 F.3d at 213 ("The unanimity rule may be

disregarded where: (1) a non-joining defendant is an unknown or nominal party....”).

31. Therefore, the rule of unanimity is satisfied.

V. FILING OF REMOVAL PAPERS

32. Great American will, upon filing of this Notice of Removal, as required by 28 U.S.C. § 1446(d), file a copy of the Notice of Removal, with related papers, with the Clerk of the Superior Court of New Jersey, Law Division, Morris County, and will serve a copy of same upon the Plaintiff via counsel.

33. No previous application has been made for the relief requested herein.

WHEREFORE, based on the foregoing, Defendant Great American respectfully requests that the above-captioned matter now pending the Superior Court of New Jersey, Law Division, Morris County, be removed to the United States District Court for the District of New Jersey.

Dated: May 11, 2023

Respectfully submitted,

By: /s/ Ryan R. Westerfield

Alexander E. Potente (*pro hac vice* forthcoming)

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*Attorneys for Defendant Great American
Insurance Company of New York*

CERTIFICATE OF SERVICE

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Attorneys for American National Insurance Company

/s/ Andrea Mackenzie
Andrea Mackenzie, Legal Assistant

EXHIBIT A

M01014

Christopher L. Deininger, Esq., N.J. Bar ID No. 004271996
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(973) 879-1610; Fax (973) 361-1241
Attorneys for Plaintiff

MICHAEL L. BARISONE,

Plaintiff,

v.

**FARM FAMILY CASUALTY
INSURANCE COMPANY, AMERICAN
NATIONAL INSURANCE COMPANY,
GREAT AMERICAN INSURANCE
COMPANY OF NEW YORK, and/or
XYZ COMPANY 1-100 (a fictitious name
for insurance companies and
underwriters presently unknown),**

Defendants.

**SUPERIOR COURT
OF NEW JERSEY
LAW DIVISION – MORRIS
COUNTY**

DOCKET NO.: MRS-L-00618-23

**COMPLAINT FOR DECLARATORY
JUDGMENT & OTHER RELIEF,
WITH DESIGNATION OF TRIAL
COUNSEL, JURY DEMAND, ETC.**

Plaintiff MICHAEL L. BARISONE, individually and on behalf of his company *Michael Barisone Dressage LLC* (collectively “Plaintiff” and/or “BARISONE”), by and through his attorneys DEININGER & ASSOCIATES, LLP, as and for his Complaint against the defendants, makes the following allegations:

INTRODUCTION

1. This is an action seeking declaratory judgement and other relief against various insurance companies, each of which had issued a policy of insurance covering risks attendant with the ownership of a horse farm located in Long Valley, New Jersey, and/or the operation of

businesses at that location, including a dressage training business owned and operated by BARISONE.

2. BARISONE is claiming that the named defendants had a duty to defend him and/or his business under the subject insurance policies, which duty those insurance companies breached materially by and through the respective failure to provide a defense.

3. Those acts of material breach, individually and/or collectively, forced BARISONE to retain attorneys and fund his own defense by payment to his legal team of hundreds of thousands of dollars, rather than having that expense borne by the insurance companies which were obligated to defend BARISONE at their expense.

4. BARISONE is seeking, inter alia, declaratory relief in the form of an order/judgment that he and his business were entitled to a defense under the subject insurance policies, as well as an award of monetary damages compensating BARISONE for the debts he personally incurred to attorneys and other professionals involved in his legal defense.

PARTIES & OTHER ACTORS

5. BARISONE is a Caucasian male who, at all relevant times prior to August 7, 2019, had an established career as a top, Olympic trainer of horses and riders in the equestrian sport of dressage. His company, *Michael Barisone Dressage, LLC*, operated in New Jersey during the incidents alleged in this action.

6. BARISONE is temporarily residing in New Jersey at the Greystone Psychiatric Hospital, located in Morris County, as an involuntarily committed patient receiving psychiatric assessment and treatment.

7. At all relevant times, BARISONE co-owned a farm located at 411 West Mill Road, Long Valley, New Jersey (the “Farm”).

8. At all relevant times, the Farm was co-owned by BARISONE through a New Jersey Limited Liability Company named “Sweet Grass Farm LLC,” which had as its members BARISONE, John Lundberg, and Bonnie Lundberg.

9. At all relevant times prior to August 7, 2019, the Farm had various seasonal visitors and/or seasonal occupants, including but not limited to: (a) BARISONE and his partner Mary Haskins Gray (“Gray”), at times together with Gray’s minor children (the “children”); (b) squatters Lauren S. Kanarek, a dressage student (“Kanarek”), and her boyfriend Robert G. Goodwin (“Goodwin”); and (c) other persons who worked at the Farm, trained at the Farm, boarded horses at the Farm, and/or otherwise visited/utilized its premises.

10. At all relevant times prior to August 7, 2019, BARISONE utilized the Farm during the spring and summer months to conduct his business named *Michael Barisone Dressage Stables, LLC*, an Olympic-level dressage horse farm and training operation and facility.

11. Now and at all relevant times, defendant FARM FAMILY CASUALTY INSURANCE COMPANY (“FARM FAMILY”) was and remains an insurance company with offices at 344 Route 9W, Glenmont, New York 12077, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state through the New Jersey Department of Banking and Insurance.

12. Now and at all relevant times, defendant AMERICAN NATIONAL INSURANCE COMPANY (“AMERICAN NATIONAL”) also was and remains an insurance

company with offices at 344 Route 9W, Glenmont, New York 12077, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state through the New Jersey Department of Banking and Insurance.

13. Now and at all relevant times, defendant GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (“GREAT AMERICAN”) also was and remains an insurance company but with offices at 301 E. Fourth St., 19S, Cincinnati, Ohio 45202-4201, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state.

14. Defendant XYZ COMPANY 1-100, (“XYZ”), a fictitious name for insurance companies and underwriters presently unknown, are entities that insured BARISONE and/or other relevant actors for risks arising from or in connection with the incidents involved, which other persons/entities are or may be liable to BARISONE for some or all of the alleged damages set forth in this pleading.

15. For purposes of this pleading, defendants FARM FAMILY, AMERICAN NATIONAL, GREAT AMERICAN, and/or XYZ, may be reference collective as the “NAMED INSURANCE COMPANIES.”

16. Now and at all relevant times, Ruth Cox was a visitor on the premises of BARISONE’s New Jersey horse training facility and owner of a 9mm gun and ammunition, which

she owned legally in her home state, but which she brought illegally to New Jersey in 2019.

ALLEGATIONS & CLAIMS

A. Available Insurance Coverage.

17. Defendant GREAT AMERICAN issued a policy of insurance which the company characterized as an “ArgiPak Farm and Ranch Policy”; issued under policy number “AFL 6364288”; issued with a coverage period of “05/02/2019 – 05/02/2020”; issued as insuring “Michael Barisone”; and, issued as providing a “general aggregate limit” of \$2.0 million of coverage, including \$1.0 million of personal injury coverage.

18. Defendant GREAT AMERICAN issued a policy of insurance which the company characterized as an “ARIGUARD” “FARM CATASTROPHE LIABILITY POLICY”; issued under policy number “AGG 6364290 12 00”; issued with a coverage period of “05/02/2019 – 05/02/2020”; issued as insuring “Michael Barisone” and his company “Barisone Dressage Stables LLC”; and, issued as providing a “general aggregate limit” of \$1.0 million of coverage, including coverage for “bodily injury” and “property damage”.

19. Defendant FARM FAMILY issued a policy of insurance which the company characterized as an “Special Farm Package ‘10’ Policy”; issued under policy number “2914G1580”; issued with a coverage period of “October 7, 2018, to October 7, 2019”; issued as insuring Sweet Grass Farm, LLC, its members, guests on the property, “Farm Liability,” “Business Liability,” and “Lessor risk (land, building or premises)”; and, issued as providing a “general aggregate limit” of \$2.0 million of coverage, including \$1.0 million of “per occurrence.”

20. On or about July 30, 2019, defendant FARM FAMILY issued an additional policy of insurance which the company characterized as “additional Business Liability Coverage for the

subject premises, for Lessor Risk Residence – 2 Family”; issued under policy number presently unknown; upon information and belief, issued with a coverage period of “July 30, 2019” through July 30, 2020; upon information and belief, issued as insuring Sweet Grass Farm, LLC, its members, guests on the property, for “lessor risks”; and, upon information and belief, issued as providing additional general aggregate of coverage, including additional per occurrence.

21. Upon information and belief, there could be other policies of insurance presently unknown to BARISONE issued by one or more of the defendants, which policies of insurance are presently unknown.

B. The Incident, The Resulting Lawsuits, & BARISONE’s Successful Defense.

22. On or about August 7, 2019, there was a shooting incident at the Farm in which Lauren Kanarek was shot (the “Shooting”).

23. The Shooting was preceded by an extended time period of severe and serious harassment of BARISONE and persons he viewed as his family (including two minor children) that included, without limitation, stalking, threats, unlawful and surreptitious recordings of private conversations, taunting, emotional abuse, psychological abuse, and the like, all of which was directed intentionally against BARISONE for the purpose of destroying him, causing him to have a mental breakdown, destroying his business, destroying his family relationships, and causing harm including serious bodily harm and serious property damage.

24. Prior to August 7, 2019, as part of his efforts to defend himself and his family from that torrent of abuse and the mounting threats of physical violence against them, BARISONE began investigating the background and past behavior of Lauren Kanarek and Robert Goodwin, through which BARISONE discovered facts and information demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including,

possibly, death or injury to valuable horses) at the Farm due to the ongoing, hostile presence of Lauren Kanarek and Robert Goodwin.

25. For example, Lauren Kanarek was known to be an owner of multiple firearms with a self-professed reputation for gun violence which including the discharge of firearms at people and property.

26. In the days before the Shooting, for example, unbeknownst to BARISONE at the time, Lauren Kanarek (according to her own text message) had obtained trespass access to BARISONE's office at the Farm and to BARISONE's safe in which firearms and ammunition were then being stored for safekeeping, including the firearm used in the Shooting.

27. The facts and circumstances existing at the Farm, during and throughout the days leading up to the Shooting, indicated to BARISONE and others at the Farm that there was a real and present danger of risk of serious bodily harm to persons on the premises of the Farm and/or serious harm to property located there (including, potentially, injury or death to valuable horses).

28. For example, the day before the Shooting, Ruth Cox was attacked and bitten by the vicious dog Ms. Kanarek and Mr. Goodwin kept in the house at the Farm.

29. BARISONE drove his pickup truck down to the house where Lauren Kanarek and Robert Goodwin were squatting whereupon, according to at least one witness account, BARISONE stated (in sum and substance) that he did not want or desire further conflict with them.

30. Shortly thereafter, there was an altercation between and among BARISONE, Mr. Goodwin, and Ms. Kanarek, in which BARISONE was attacked viciously by the Kanarek-Goodwin dog, was choked to unconsciousness by Mr. Goodwin, was beaten about his face and head by Ms. Kanarek.

31. At the conclusion of that altercation Ms. Kanarek had been shot twice and was lying on the ground; and BARISONE was left beaten to a pulp, head injured, having had his arm broken grotesquely, and being held on the ground by Mr. Goodwin with Ruth Cox's firearm underneath them.

32. At the conclusion of that altercation Mr. Goodwin was all but unscathed except for an injury to what would have been his trigger finger had he been holding the firearm involved in the Shooting.

33. The police were at the scene of the Shooting within minutes after 911 calls of the incident occurred.

34. Based upon statements made to them by Mr. Goodwin, the police arrested BARISONE as the alleged shooter.

35. The scene of the Shooting was heavily populated with police, detectives, and other members of law enforcement conducting an immediate investigation, which was completed at some point later in the evening of August 7, 2019, or thereafter.

36. But the investigation that was conducted never included the preservation of video recorded on the cameras at the scene of the Shooting; failed to preserve any audio recording of the incident from the recording device Mr. Goodwin had in his possession during it; never included gunpowder residue analysis of BARISONE, Mr. Goodwin, and/or Ms. Kanarek; never located one of the three shells alleged to have been at the scene based upon allegations that three shots were fired during the Shooting; never included any finger-print-analysis of the firearm allegedly involved; and was conducted in a manner which left Mr. Goodwin unsupervised and unrestrained at the crime scene during the ongoing investigation of the alleged crime, in the immediate aftermath of the Shooting.

37. Ms. Kanarek and Mr. Goodwin had both digital cameras newly installed and demonstrated as operative at the house the day before the Shooting, and Mr. Goodwin had a digital audio recording device in his pocket during the Shooting. Miraculously, there was no video or audio recording of the Shooting preserved in the investigation.

38. Thereafter, BARISONE was formally charged with four criminal counts, namely (in sum and substance): (a) a count of attempted murder of Ms. Kanarek based upon the Shooting of her; (b) a count of attempted murder of Mr. Goodwin for allegedly firing one shot at him during the Shooting; and (c) two counts of unlawful weapons possession.

39. The firearm and ammunition allegedly used in the Shooting was legally owned by Ruth Cox but was illegally brought by her into the State of New Jersey to the premises of Sweet Grass Farm, where the Shooting occurred.

40. Ruth Cox was storing her firearm and ammunition in her unlocked motor vehicle when she and others at the farm became concerned that Ms. Kanarek and/or Mr. Goodwin would gain access to her firearm. So, at the suggestion of BARISONE, Ruth Cox removed the firearm and ammunition from her motor vehicle and agreed to have those items stored in the safe that was located inside BARISONE's office.

41. After the Shooting, Ruth Cox was arrested and charged with a fourth-degree criminal felony for unlawfully transferring her firearm to BARISONE. As a result of that criminal charge, Ruth Cox was facing upwards of 18 months in state prison.

42. To avoid that criminal trial and likely jail time, Ruth Cox entered a plea deal with the Morris County Prosecutor's Office ("MCPO"), under which she agreed to testify on behalf of the State of New Jersey against BARISONE at his criminal trial in exchange for the MCPO's consent to allowing Dr. Cox to enter into the state's Pretrial Intervention Program.

43. Upon information and belief, Ruth Cox completed her 36-month probationary term in or about late 2022, resulting in the dismissal of the felony charge(s) for which she was arrested.

44. BARISONE, on the other hand, was prosecuted criminally under the matter captioned *New Jersey v. Michael Barisone*, Docket No. 19-12-0999-1 (the “Criminal Matter”).

45. The Criminal Matter was overseen by the MCPO which, during discovery connected with the matter, produced 10,000s of pages of records (including Facebook feeds from Ms. Kanarek and Mr. Goodwin); hundreds of hours of audio and video recordings (including not only witness interviews but also numerous audios recorded illegally and surreptitiously by Goodwin-Kanarek); hundreds of text messages between and/or among Ms. Kanarek, Mr. Goodwin, Jonathan Kanarek, BARISONE, and/or others; hundreds of photographs; weapons; seized documents; physical evidence; and other voluminous materials (the “MCPO Discovery”).

46. The MCPO Discovery included significant evidence demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including, possibly, death or injury to valuable horses) at the Farm to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

47. Commencing in March 2022, the Criminal Matter proceeded to a jury trial before the Honorable Stephen Taylor, who blocked BARISONE from pursuing the defense of “self-defense” and prohibited BARISONE from presenting his evidence supporting the claim of “self-defense.”

48. On April 14, 2022, in the Criminal Matter the jury returned a verdict of “Not Guilty by Reason of Insanity” as to the two criminal counts arising from the alleged shooting of Ms. Kanarek, and a verdict of “Not Guilty” as to the two criminal counts arising from the alleged shooting of Mr. Goodwin.

49. The Jury's verdict was its determination that BARISONE did not commit an intentional criminal act against Ms. Kanarek as a victim and determination that BARISONE did not commit any criminal act against Mr. Goodwin as a victim.

50. Following the verdict, BARISONE was committed to the care of the State of New Jersey as a psychiatric patient entitled to medical care and treatment pending his recovery, upon which he will be released from that involuntary psychiatric confinement.

51. On or about October 18, 2019, Ms. Kanarek (through counsel) commenced a civil lawsuit pursuing claims alleged to have arisen from the Shooting, which matter was captioned Lauren Kanarek v. Michael Barisone, Sweet Grass Farm, LLC, Ruth Cox, et al., New Jersey Superior Court, Morris County, Docket No. MRS-L-002250-19 (the "Kanarek Civil Action").

52. In the Kanarek Civil Suit, Ms. Kanarek's claims included strict liability torts, intentional torts, and negligence-based torts against Sweet Grass Farm, LLC, Ruth Cox, and BARISONE.

53. As part of his defense of Ms. Kanarek's claims, BARISONE asserted a counterclaim against her seeking damages caused by her intentional and/or negligent plan to inflict emotional distress upon BARISONE sufficient to cause him to have a mental breakdown.

54. BARISONE's defense included as well BARISONE's claims that: (a) he committed no intentional act against Ms. Kanarek because he was mentally incompetent and "temporarily insane" at the time of the Shooting; (b) he had acted reasonably in self-defense and defense of others; and (c) other defenses that his use of force against Ms. Kanarek was reasonable and/or permissible.

55. Discovery in the Kanarek Civil Suit included significant evidence demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to

property (including, possibly, death or injury to valuable horses), at the Farm, to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

56. Discovery in the Kanarek Civil Suit included BARISONE's production of expert reports from Dr. Simring (BARISONE's forensic psychiatrist) and Dr. Hasson (BARISONE's forensic psychologist) presenting their respective opinions, rendered with reasonable degrees of certainty, that BARISONE was mentally incompetent at the time of the Shooting and was incapable forming the intent to cause harm to Ms. Kanarek at the time of the Shooting.

57. The expert opinions expressed by Drs. Simring and Hasson in their respective expert reports were unopposed by any experts proffered by Ms. Kanarek and/or any other party in the Kanarek Civil Suit.

58. Discovery in the Kanarek Civil Suit was coming to a head in March-April 2023, with Ms. Kanarek scheduled to appear for her deposition in mid-April 2023.

59. On or about March 29, 2023, through counsel, Ms. Kanarek suddenly commenced efforts to settle the Kanarek Civil Suit with defendant Sweet Grass Farm, and shortly thereafter did settle with Sweet Grass Farm.

60. On or about April 3, 2023, Ms. Kanarek dismissed with prejudice all of her claims and causes of action against BARISONE.

61. As a result of the dismissal of Ms. Kanarek's claims with prejudice, BARISONE was absolved of any and all claims or allegations that he had committed any intentional tortious act or omission as against Ms. Kanarek in connection with the Shooting.

62. In a timely manner following the commencement of the Kanarek Civil Suit, the NAMED INSURANCE COMPANIES were notified of Ms. Kanarek's claims and were notified

of demands for defense and indemnity being made by Sweet Grass Farm, Ruth Cox and BARISONE.

63. The NAMED INSURANCE COMPANIES agreed to provide defenses for Sweet Grass Farm and Ruth Cox under a reservation of rights but refused to provide the same to BARISONE – even as to Ms. Kanarek’s negligence-based claims.

64. The NAMED INSURANCE COMPANIES had a duty and obligation to provide a defense of BARISONE as to the claims and causes of action brought against him due to the Shooting.

65. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligations to BARISONE, by and through their respective refusals to provide BARISONE with a defense, even a defense offered under a reservation of rights.

66. Defendants failed to exercise good faith in processing BARISONE’s claims. Had the defendants not conducted an inadequate and improper investigation of plaintiff’s claim then defendants would have realized that BARISONE was entitled to a defense and/or other benefits under the insurance policies in question.

67. The respective failures and refusals of the NAMED INSURANCE COMPANIES to provide BARISONE with defense and indemnity were acts of bad faith and in material breached their respective duties and obligations under the identified insurance policies.

68. As an actual, direct, and proximate result to the failures of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys’ fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek

Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

FIRST COUNT

69. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-68, as if set forth fully herein.

70. There exists an actual, justiciable case and controversy between and among BARISONE and each of the NAMED INSURANCE COMPANIES as to whether there was a duty to provide BARISONE with a defense under the identified insurance policies, for claims, allegations, and litigations, arising from and/or connected with the Shooting.

71. Plaintiff is seeking the Court's declaration of the parties' rights and duties under the Policy pursuant to N.J.S.A. 2A:16-50 et seq., and a justiciable controversy exists between defendant(s) and the plaintiff.

72. The controversy between the defendant(s) and the plaintiff is ripe for judicial review.

73. To the extent that BARISONE's claim for defense was denied upon the assertion that BARISONE acted intentionally and, as such, was excluded from defense or indemnity coverage, the Jury's verdict of "Not Guilty by Reason of Insanity" as to the criminal charges arising from the alleged shooting of Ms. Kanarek, and the Jury's verdict of "Not Guilty" as to the criminal charges arising from the alleged shooting of Mr. Goodwin, constitute findings binding as a matter of fact that BARISONE did not act intentionally.

74. BARISONE, who was determined to have not committed any criminal act, was at least as entitled to a defense as was Ruth Cox who, like BARISONE, was facing felony criminal charges as a result of the Shooting and a potential lengthy prison sentence, which she avoided

only because of the plea deal she entered into with the MCPO.

75. To the extent that BARISONE's claim for defense was denied upon the assertion that the Shooting involved the use of force, the discovery provided by the MCPO in the Criminal Matter and by the defendants in the Kanarek Civil Suit, demonstrated that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including, possibly, death or injury to valuable horses) at the Farm to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

76. Based upon the provision of a defense and indemnity to defendant Sweet Grass Farm and defendant Ruth Cox under the identified insurance policies, the NAMED INSURANCE COMPANIES had an equivalent duty and obligation to provide defense and indemnity to BARISONE.

77. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligation to BARISONE by and through their respective failures to provide BARISONE with a defense.

78. But for the NAMED INSURANCE COMPANIES' respective material breaches of their duties and obligations to BARISONE, BARISONE would not have had to expend his personal funds and depleted his personal assets to demonstrate his innocence in the Criminal Matter, and/or to defend and defeat the civil claims brought against him in arising from or connected with the Shooting.

79. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other

expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands declaratory judgment, separately against each of the NAMED INSURANCE COMPANIES, that BARISONE was entitled to defense and indemnity under the identified insurance policies; as well as an award of damages against each of the NAMED INSURANCE COMPANIES, jointly and severally, compensating BARISONE for his losses arising from the failure of the NAMED INSURANCE COMPANIES to provide defense and indemnity (including attorneys' fees, litigation expenses, and costs), compensating BARISONE for his attorneys' fees, litigation expenses and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

SECOND COUNT

80. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-79, as if set forth fully herein.

81. The identified insurance policies were contracts, enforceable at law, supported by good and valuable consideration.

82. At all times relevant hereto, BARISONE and/or his company were either a party to those contracts, and/or were an identified and/or contemplated third-party-beneficiaries of those contracts, entitled to material performance under the agreements by each of the NAMED INSURANCE COMPANIES.

83. At all relevant times, any and all material performance required in order for BARISONE to be entitled to performances from the NAMED INSURANCE COMPANIES under the insurance policies have been rendered and/or discharged or excused.

84. At all relevant times, any and all conditions precedent impacting the performance due and owed to BARISONE under the identified insurance policies have been satisfied, discharged and/or excused.

85. BARISONE was entitled to the full and complete respective contractual performances of the NAMED INSURANCE COMPANIES under the identified insurance policies.

86. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their respective contractual duties and obligations, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands judgment of liability, separately against each of the NAMED INSURANCE COMPANIES, and awarding damages against each of the NAMED INSURANCE COMPANIES, jointly and severally, compensating BARISONE for his losses arising from the failure of the NAMED INSURANCE COMPANIES to provide defense and indemnity (including attorneys' fees, litigation expenses, and costs), compensating BARISONE for his attorneys' fees, litigation expenses and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

THIRD COUNT

87. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-86, as if set forth fully herein.

88. Defendants failed to exercise good faith in processing Plaintiff's claim. Had defendants not conducted an inadequate and improper investigation of Plaintiff's claim the defendants would have realized that no debatable reason exists for the denial of Plaintiff's insurance benefits.

89. When an insured files an insurance claim, an insurer must treat its policyholders' interests with equal regard as it does its own interests.

90. When an insured files an insurance claim, an insurer must treat its policyholders' interests with equal regard as it does its own interests because this is not an adversarial process.

91. An insurance company should assist its policyholder/insureds with the claim.

92. An insurance company must disclose to its insured all benefits, coverages, and time limits that may apply to the claim.

93. An insurance company must conduct a full, fair, and prompt investigation of the claim at its own expense.

94. An insurance company must fully, fairly, and promptly evaluate and adjust the claim.

95. An insurance company may not deny a claim or part of claim based on insufficient information, speculation, or biased information.

96. An insurance company may not misrepresent facts or policy provisions.

97. An insurance company acts with good faith when it assists the policyholder with locating coverage for the claimed loss.

98. The NAMED INSURANCE COMPANIES had a duty and obligation to provide a defense of BARISONE as to the claims and causes of action brought against him due to the Shooting.

99. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligations to BARISONE, by and through their respective refusals to provide BARISONE with a defense, even a defense offered under a reservation of rights.

100. Defendant(s) failed to exercise good faith in processing Plaintiff's claim. Had defendant(s) not conducted an inadequate and improper investigation of Plaintiff's claim then defendant(s) would have realized that no debatable reason exists for the denial of Plaintiff's insurance benefits.

101. The respective failures and refusals of the NAMED INSURANCE COMPANIES to provide BARISONE with defense and indemnity were acts of bad faith, in materially breached their respective duties and obligations under the identified insurance policies.

102. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands judgment of liability, separately against each of the NAMED INSURANCE COMPANIES, and awarding damages

against each of the NAMED INSURANCE COMPANIES, jointly and severally, including punitive damages, as well as compensatory damages, as well as damages compensating BARISONE for his attorneys' fees, litigation expense and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



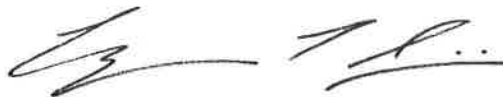
By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 7, 2023

JURY DEMAND

Plaintiff demands a trial by jury as to all issues.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 7, 2023

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, Christopher L. Deinger, Esq., certifies on behalf of the Plaintiff as follows:

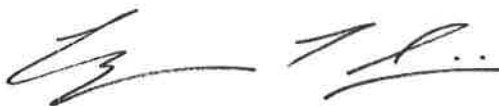
1. I am an attorney admitted to practice law in the State of New Jersey, counsel for the above-named Plaintiff in the subject action.

2. The matter in controversy in this case is not, to my knowledge, the subject of any other action pending in any Court or pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

3. Except as noted, there are no other parties who should be joined in this action that we are aware of at the present time, but Plaintiff has plead fictitious parties.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By: _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 7, 2023

CERTIFICATION UNDER R. 4:5-1(b)(3)

I certify that confidential personal identifying information has been removed from the documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By: _____
Christopher L. Deinger, Esq.

Dated: April 7, 2023

EXHIBIT B



Great American Insurance Company
P and C Legal
301 East 4th Street
Cincinnati, Ohio 45202-3180

(800) 545-4269

MEMORANDUM

FROM: PROPERTY AND CASUALTY LEGAL DEPT.

TO:

* Agribusiness
Agribusiness
Janelle Winford
jwinford@gaig.com

IMPORTANT REMINDER: All suits to which any of the P&C companies are a party, whether as a plaintiff, defendant, or third-party defendant require a Legal Hold Notice. The Legal Hold Data Form can be found on [Gateway](#). Direct any questions you may have on the Legal Hold Process to Shauna Galley (sgalley@gaig.com) or Lisa Pennekamp (lpennekamp@gaig.com).

RE: *Summons & Complaint - Michael L Barisone v GANY, et al - Policy No. 6364290*

STATE: New Jersey

**THE ATTACHED WAS RECEIVED IN OUR OFFICE ON 04/18/2023 AND WAS SERVED BY:
Department of Insurance Transmittal showing service on Commissioner on 04/12/2023**

The scanned document is being sent to you for handling.
 Original will be retained by BSS for 30 days.
 Original will also be sent due to contents of package.

Date: April 18, 2023

ID: Document Tracking #SC43689



State of New Jersey
Department of Banking and Insurance
Office of the Commissioner

Phil Murphy
Governor

PO Box 325
Trenton, NJ 08625-0325

Marlene Caride
Commissioner

Sheila Oliver
Lt. Governor

Tel (609) 633-7667

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

RECEIVED 4/12/2023

APR 17 2023

Great American Ins. Co.
Property & Casualty Legal

Attention: EVE CUTLER ROSEN
GENERAL COUNSEL
GREAT AMERICAN INSURANCE COMPANY OF NEW YORK
301 E. FOURTH STREET
CINCINNATI, OH 45202

RE: Michael L. Barisone v. Great American Insurance Company of New
York, et al.
Superior Court of New Jersey, Morris County Law Division
Docket No.: MRS-L-000618-23

Dear Sir/Madam:

You are hereby notified that on this date the Commissioner of the New Jersey Department of Banking and Insurance has accepted original service of process on your behalf in the above-captioned matter. The documents served are enclosed herein.

By copy of this letter I am advising the attorney for the Plaintiff(s) in this matter that these documents have been transmitted to you, and confirming that the Commissioner of Banking and Insurance is not authorized to receive service of any further documents in this action.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Margie Greco".

Margie Greco
Administrative Assistant

C: Christopher L. Deininger, Esq.
Deininger & Associates, LLP
c/o Law Offices of Edward J. Bilinkas, Esq.
415 Route 10
Randolph, NJ 07869



Deininger & Associates LLP

Attorneys at Law

Christopher L. Deininger*

Member

* New York & New Jersey

415 Route 10
Randolph, NJ 07869
Tel 973-879-1610
Fax 973-361-1241

deiningerlaw.com

chris@deiningerlaw.com

April 11, 2023

BY USPS

PRIORITY MAIL EXPRESS

Attention: Margie Greco, Admin. Assistant
Office of Regulatory Affairs
New Jersey Department of Banking and Insurance
20 West State Street
P.O. Box 325
Trenton, New Jersey 08625-0325

LEGSREGS '23APR12AM9:42

RE: SERVICE OF PROCESS OF INITIAL PLEADING

Ms. Greco:

Enclosed is an initial Summons and Complaint for *service of process* upon:

GREAT AMERICAN INSURANCE
COMPANY OF NEW YORK
301 E. Fourth Street
Cincinnati, OHIO 45202

My check for \$30.00 as well as a stamped, self-addressed envelope are also enclosed. Thank you.

Very truly yours,
DEININGER & ASSOCIATES, LLP



Christopher L. Deininger, Esq.

Enclosures

Deiningner & Associates LLP

Attorneys at Law

Christopher L. Deiningner*

Member
* New York & New Jersey

415 Route 10
Randolph, NJ 07869
Tel 973-879-1610
Fax 973-361-1241

deiningnerlaw.com

chris@deiningnerlaw.com

April 11, 2023

BY USPS

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Attention: Margie Greco, Admin. Assistant
Office of Regulatory Affairs
New Jersey Department of Banking and Insurance
20 West State Street
P.O. Box 325
Trenton, New Jersey 08625-0325

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Cincinnati, OHIO 45202

My check for \$30.00 as well as a stamped, self-addressed envelope are also enclosed. Thank you.

Very truly yours,
DEININGER & ASSOCIATES, LLP



Christopher L. Deiningner, Esq.

Enclosures

SUMMONS

Attorney(s) DEININGER & ASSOCIATES, LLP
Office Address 415 Route 10, Suite 1
Town, State, Zip Code Randolph, New Jersey 07869

Telephone Number (973) 879-1610

Attorney(s) for Plaintiff _____

MICHAEL L. BARISONE

Plaintiff(s)

vs.

FARM FAMILY CASUALTY INS.,

et al.

Defendant(s)

Superior Court of
New Jersey

Morris County

Law Division

Docket No: MRS-L-000618-23

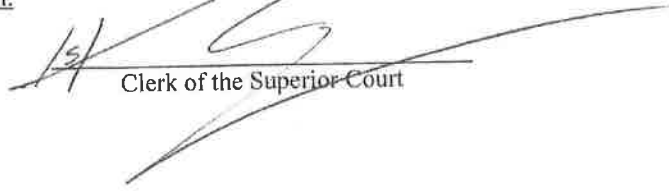
CIVIL ACTION
SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.


Clerk of the Superior Court

DATED: 04/10/2023

Name of Defendant to Be Served: Farm Family Casualty Insurance Company

Address of Defendant to Be Served: P.O. Box 656, Albany, New York 12201-0656

SUMMONS

Attorney(s) DEININGER & ASSOCIATES, LLP
Office Address 415 Route 10, Suite 1
Town, State, Zip Code Randolph, New Jersey 07869

Telephone Number (973) 879-1610
Attorney(s) for Plaintiff
MICHAEL L. BARISONE

**Superior Court of
New Jersey**

Morris County
Law Division

Docket No: MRS-L-000618-23

Plaintiff(s)

vs.

FARM FAMILY CASUALTY INS.,
et al.

Defendant(s)


**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

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Clerk of the Superior Court

DATED: 04/10/2023

Name of Defendant to Be Served: AMERICAN NATIONAL INSURANCE COMPANY

Address of Defendant to Be Served: One Moody Plaza, Galveston, TEXAS 77550

SUMMONS

Attorney(s) DEININGER & ASSOCIATES, LLP

Office Address 415 Route 10, Suite 1

Town, State, Zip Code Randolph, New Jersey 07869

Telephone Number (973) 879-1610

Attorney(s) for Plaintiff _____

MICHAEL L. BARISONE

Plaintiff(s)

vs.

FARM FAMILY CASUALTY INS.,

et al.

Defendant(s)

**Superior Court of
New Jersey**

Morris County

Law Division

Docket No: MRS-L-000618-23

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.


Clerk of the Superior Court

DATED: 04/10/2023

Name of Defendant to Be Served: Great American Insurance Co. of New York

Address of Defendant to Be Served: 301 E. Fourth St., 19S, Cincinnati, Ohio 45202-4201

M01014

Christopher L. Deininger, Esq., N.J. Bar ID No. 004271996
DEININGER & ASSOCIATES, LLP
415 Route 10, Suite 1
Randolph, New Jersey 07869
(973) 879-1610; Fax (973) 361-1241
Attorneys for Plaintiff

MICHAEL L. BARISONE,

Plaintiff,

v.

FARM FAMILY CASUALTY
INSURANCE COMPANY, AMERICAN
NATIONAL INSURANCE COMPANY,
GREAT AMERICAN INSURANCE
COMPANY OF NEW YORK, and/or
XYZ COMPANY 1-100 (a fictitious name
for insurance companies and
underwriters presently unknown),

Defendants.

SUPERIOR COURT
OF NEW JERSEY
LAW DIVISION – MORRIS
COUNTY

DOCKET NO.: MRS-L-00618-23

COMPLAINT FOR DECLARATORY
JUDGMENT & OTHER RELIEF,
WITH DESIGNATION OF TRIAL
COUNSEL, JURY DEMAND, ETC.

Plaintiff MICHAEL L. BARISONE, individually and on behalf of his company *Michael Barisone Dressage LLC* (collectively “Plaintiff” and/or “BARISONE”), by and through his attorneys DEININGER & ASSOCIATES, LLP, as and for his Complaint against the defendants, makes the following allegations:

INTRODUCTION

1. This is an action seeking declaratory judgement and other relief against various insurance companies, each of which had issued a policy of insurance covering risks attendant with the ownership of a horse farm located in Long Valley, New Jersey, and/or the operation of

businesses at that location, including a dressage training business owned and operated by BARISONE.

2. BARISONE is claiming that the named defendants had a duty to defend him and/or his business under the subject insurance policies, which duty those insurance companies breached materially by and through the respective failure to provide a defense.

3. Those acts of material breach, individually and/or collectively, forced BARISONE to retain attorneys and fund his own defense by payment to his legal team of hundreds of thousands of dollars, rather than having that expense borne by the insurance companies which were obligated to defend BARISONE at their expense.

4. BARISONE is seeking, inter alia, declaratory relief in the form of an order/judgment that he and his business were entitled to a defense under the subject insurance policies, as well as an award of monetary damages compensating BARISONE for the debts he personally incurred to attorneys and other professionals involved in his legal defense.

PARTIES & OTHER ACTORS

5. BARISONE is a Caucasian male who, at all relevant times prior to August 7, 2019, had an established career as a top, Olympic trainer of horses and riders in the equestrian sport of dressage. His company, *Michael Barisone Dressage, LLC*, operated in New Jersey during the incidents alleged in this action.

6. BARISONE is temporarily residing in New Jersey at the Greystone Psychiatric Hospital, located in Morris County, as an involuntarily committed patient receiving psychiatric assessment and treatment.

7. At all relevant times, BARISONE co-owned a farm located at 411 West Mill Road, Long Valley, New Jersey (the “Farm”).

8. At all relevant times, the Farm was co-owned by BARISONE through a New Jersey Limited Liability Company named “Sweet Grass Farm LLC,” which had as its members BARISONE, John Lundberg, and Bonnie Lundberg.

9. At all relevant times prior to August 7, 2019, the Farm had various seasonal visitors and/or seasonal occupants, including but not limited to: (a) BARISONE and his partner Mary Haskins Gray (“Gray”), at times together with Gray’s minor children (the “children”); (b) squatters Lauren S. Kanarek, a dressage student (“Kanarek”), and her boyfriend Robert G. Goodwin (“Goodwin”); and (c) other persons who worked at the Farm, trained at the Farm, boarded horses at the Farm, and/or otherwise visited/utilized its premises.

10. At all relevant times prior to August 7, 2019, BARISONE utilized the Farm during the spring and summer months to conduct his business named *Michael Barisone Dressage Stables, LLC*, an Olympic-level dressage horse farm and training operation and facility.

11. Now and at all relevant times, defendant FARM FAMILY CASUALTY INSURANCE COMPANY (“FARM FAMILY”) was and remains an insurance company with offices at 344 Route 9W, Glenmont, New York 12077, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state through the New Jersey Department of Banking and Insurance.

12. Now and at all relevant times, defendant AMERICAN NATIONAL INSURANCE COMPANY (“AMERICAN NATIONAL”) also was and remains an insurance

company with offices at 344 Route 9W, Glenmont, New York 12077, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state through the New Jersey Department of Banking and Insurance.

13. Now and at all relevant times, defendant GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (“GREAT AMERICAN”) also was and remains an insurance company but with offices at 301 E. Fourth St., 19S, Cincinnati, Ohio 45202-4201, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state.

14. Defendant XYZ COMPANY 1-100, (“XYZ”), a fictitious name for insurance companies and underwriters presently unknown, are entities that insured BARISONE and/or other relevant actors for risks arising from or in connection with the incidents involved, which other persons/entities are or may be liable to BARISONE for some or all of the alleged damages set forth in this pleading.

15. For purposes of this pleading, defendants FARM FAMILY, AMERICAN NATIONAL, GREAT AMERICAN, and/or XYZ, may be reference collective as the “NAMED INSURANCE COMPANIES.”

16. Now and at all relevant times, Ruth Cox was a visitor on the premises of BARISONE’s New Jersey horse training facility and owner of a 9mm gun and ammunition, which

she owned legally in her home state, but which she brought illegally to New Jersey in 2019.

ALLEGATIONS & CLAIMS

A. Available Insurance Coverage.

17. Defendant GREAT AMERICAN issued a policy of insurance which the company characterized as an “ArgiPak Farm and Ranch Policy”; issued under policy number “AFL 6364288”; issued with a coverage period of “05/02/2019 – 05/02/2020”; issued as insuring “Michael Barisone”; and, issued as providing a “general aggregate limit” of \$2.0 million of coverage, including \$1.0 million of personal injury coverage.

18. Defendant GREAT AMERICAN issued a policy of insurance which the company characterized as an “ARIGUARD” “FARM CATASTROPHE LIABILITY POLICY”; issued under policy number “AGG 6364290 12 00”; issued with a coverage period of “05/02/2019 – 05/02/2020”; issued as insuring “Michael Barisone” and his company “Barisone Dressage Stables LLC”; and, issued as providing a “general aggregate limit” of \$1.0 million of coverage, including coverage for “bodily injury” and “property damage”.

19. Defendant FARM FAMILY issued a policy of insurance which the company characterized as an “Special Farm Package ‘10’ Policy”; issued under policy number “2914G1580”; issued with a coverage period of “October 7, 2018, to October 7, 2019”; issued as insuring Sweet Grass Farm, LLC, its members, guests on the property, “Farm Liability,” “Business Liability,” and “Lessor risk (land, building or premises)”; and, issued as providing a “general aggregate limit” of \$2.0 million of coverage, including \$1.0 million of “per occurrence.”

20. On or about July 30, 2019, defendant FARM FAMILY issued an additional policy of insurance which the company characterized as “additional Business Liability Coverage for the

subject premises, for Lessor Risk Residence – 2 Family”; issued under policy number presently unknown; upon information and belief, issued with a coverage period of “July 30, 2019” through July 30, 2020; upon information and belief, issued as insuring Sweet Grass Farm, LLC, its members, guests on the property, for “lessor risks”; and, upon information and belief, issued as providing additional general aggregate of coverage, including additional per occurrence.

21. Upon information and belief, there could be other policies of insurance presently unknown to BARISONE issued by one or more of the defendants, which policies of insurance are presently unknown.

B. The Incident, The Resulting Lawsuits, & BARISONE’s Successful Defense.

22. On or about August 7, 2019, there was a shooting incident at the Farm in which Lauren Kanarek was shot (the “Shooting”).

23. The Shooting was preceded by an extended time period of severe and serious harassment of BARISONE and persons he viewed as his family (including two minor children) that included, without limitation, stalking, threats, unlawful and surreptitious recordings of private conversations, taunting, emotional abuse, psychological abuse, and the like, all of which was directed intentionally against BARISONE for the purpose of destroying him, causing him to have a mental breakdown, destroying his business, destroying his family relationships, and causing harm including serious bodily harm and serious property damage.

24. Prior to August 7, 2019, as part of his efforts to defend himself and his family from that torrent of abuse and the mounting threats of physical violence against them, BARISONE began investigating the background and past behavior of Lauren Kanarek and Robert Goodwin, through which BARISONE discovered facts and information demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including,

possibly, death or injury to valuable horses) at the Farm due to the ongoing, hostile presence of Lauren Kanarek and Robert Goodwin.

25. For example, Lauren Kanarek was known to be an owner of multiple firearms with a self-professed reputation for gun violence which including the discharge of firearms at people and property.

26. In the days before the Shooting, for example, unbeknownst to BARISONE at the time, Lauren Kanarek (according to her own text message) had obtained trespass access to BARISONE's office at the Farm and to BARISONE's safe in which firearms and ammunition were then being stored for safekeeping, including the firearm used in the Shooting.

27. The facts and circumstances existing at the Farm, during and throughout the days leading up to the Shooting, indicated to BARISONE and others at the Farm that there was a real and present danger of risk of serious bodily harm to persons on the premises of the Farm and/or serious harm to property located there (including, potentially, injury or death to valuable horses).

28. For example, the day before the Shooting, Ruth Cox was attacked and bitten by the vicious dog Ms. Kanarek and Mr. Goodwin kept in the house at the Farm.

29. BARISONE drove his pickup truck down to the house where Lauren Kanarek and Robert Goodwin were squatting whereupon, according to at least one witness account, BARISONE stated (in sum and substance) that he did not want or desire further conflict with them.

30. Shortly thereafter, there was an altercation between and among BARISONE, Mr. Goodwin, and Ms. Kanarek, in which BARISONE was attacked viciously by the Kanarek-Goodwin dog, was choked to unconsciousness by Mr. Goodwin, was beaten about his face and head by Ms. Kanarek.

31. At the conclusion of that altercation Ms. Kanarek had been shot twice and was lying on the ground; and BARISONE was left beaten to a pulp, head injured, having had his arm broken grotesquely, and being held on the ground by Mr. Goodwin with Ruth Cox's firearm underneath them.

32. At the conclusion of that altercation Mr. Goodwin was all but unscathed except for an injury to what would have been his trigger finger had he been holding the firearm involved in the Shooting.

33. The police were at the scene of the Shooting within minutes after 911 calls of the incident occurred.

34. Based upon statements made to them by Mr. Goodwin, the police arrested BARISONE as the alleged shooter.

35. The scene of the Shooting was heavily populated with police, detectives, and other members of law enforcement conducting an immediate investigation, which was completed at some point later in the evening of August 7, 2019, or thereafter.

36. But the investigation that was conducted never included the preservation of video recorded on the cameras at the scene of the Shooting; failed to preserve any audio recording of the incident from the recording device Mr. Goodwin had in his possession during it; never included gunpowder residue analysis of BARISONE, Mr. Goodwin, and/or Ms. Kanarek; never located one of the three shells alleged to have been at the scene based upon allegations that three shots were fired during the Shooting; never included any finger-print-analysis of the firearm allegedly involved; and was conducted in a manner which left Mr. Goodwin unsupervised and unrestrained at the crime scene during the ongoing investigation of the alleged crime, in the immediate aftermath of the Shooting.

37. Ms. Kanarek and Mr. Goodwin had both digital cameras newly installed and demonstrated as operative at the house the day before the Shooting, and Mr. Goodwin had a digital audio recording device in his pocket during the Shooting. Miraculously, there was no video or audio recording of the Shooting preserved in the investigation.

38. Thereafter, BARISONE was formally charged with four criminal counts, namely (in sum and substance): (a) a count of attempted murder of Ms. Kanarek based upon the Shooting of her; (b) a count of attempted murder of Mr. Goodwin for allegedly firing one shot at him during the Shooting; and (c) two counts of unlawful weapons possession.

39. The firearm and ammunition allegedly used in the Shooting was legally owned by Ruth Cox but was illegally brought by her into the State of New Jersey to the premises of Sweet Grass Farm, where the Shooting occurred.

40. Ruth Cox was storing her firearm and ammunition in her unlocked motor vehicle when she and others at the farm became concerned that Ms. Kanarek and/or Mr. Goodwin would gain access to her firearm. So, at the suggestion of BARISONE, Ruth Cox removed the firearm and ammunition from her motor vehicle and agreed to have those items stored in the safe that was located inside BARISONE's office.

41. After the Shooting, Ruth Cox was arrested and charged with a fourth-degree criminal felony for unlawfully transferring her firearm to BARISONE. As a result of that criminal charge, Ruth Cox was facing upwards of 18 months in state prison.

42. To avoid that criminal trial and likely jail time, Ruth Cox entered a plea deal with the Morris County Prosecutor's Office ("MCPO"), under which she agreed to testify on behalf of the State of New Jersey against BARISONE at his criminal trial in exchange for the MCPO's consent to allowing Dr. Cox to enter into the state's Pretrial Intervention Program.

43. Upon information and belief, Ruth Cox completed her 36-month probationary term in or about late 2022, resulting in the dismissal of the felony charge(s) for which she was arrested.

44. BARISONE, on the other hand, was prosecuted criminally under the matter captioned *New Jersey v. Michael Barisone*, Docket No. 19-12-0999-1 (the “Criminal Matter”).

45. The Criminal Matter was overseen by the MCPO which, during discovery connected with the matter, produced 10,000s of pages of records (including Facebook feeds from Ms. Kanarek and Mr. Goodwin); hundreds of hours of audio and video recordings (including not only witness interviews but also numerous audios recorded illegally and surreptitiously by Goodwin-Kanarek); hundreds of text messages between and/or among Ms. Kanarek, Mr. Goodwin, Jonathan Kanarek, BARISONE, and/or others; hundreds of photographs; weapons; seized documents; physical evidence; and other voluminous materials (the “MCPO Discovery”).

46. The MCPO Discovery included significant evidence demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including, possibly, death or injury to valuable horses) at the Farm to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

47. Commencing in March 2022, the Criminal Matter proceeded to a jury trial before the Honorable Stephen Taylor, who blocked BARISONE from pursuing the defense of “self-defense” and prohibited BARISONE from presenting his evidence supporting the claim of “self-defense.”

48. On April 14, 2022, in the Criminal Matter the jury returned a verdict of “Not Guilty by Reason of Insanity” as to the two criminal counts arising from the alleged shooting of Ms. Kanarek, and a verdict of “Not Guilty” as to the two criminal counts arising from the alleged shooting of Mr. Goodwin.

49. The Jury's verdict was its determination that BARISONE did not commit an intentional criminal act against Ms. Kanarek as a victim and determination that BARISONE did not commit any criminal act against Mr. Goodwin as a victim.

50. Following the verdict, BARISONE was committed to the care of the State of New Jersey as a psychiatric patient entitled to medical care and treatment pending his recovery, upon which he will be released from that involuntary psychiatric confinement.

51. On or about October 18, 2019, Ms. Kanarek (through counsel) commenced a civil lawsuit pursuing claims alleged to have arisen from the Shooting, which matter was captioned Lauren Kanarek v. Michael Barisone, Sweet Grass Farm, LLC, Ruth Cox, et al., New Jersey Superior Court, Morris County, Docket No. MRS-L-002250-19 (the "Kanarek Civil Action").

52. In the Kanarek Civil Suit, Ms. Kanarek's claims included strict liability torts, intentional torts, and negligence-based torts against Sweet Grass Farm, LLC, Ruth Cox, and BARISONE.

53. As part of his defense of Ms. Kanarek's claims, BARISONE asserted a counterclaim against her seeking damages caused by her intentional and/or negligent plan to inflict emotional distress upon BARISONE sufficient to cause him to have a mental breakdown.

54. BARISONE's defense included as well BARISONE's claims that: (a) he committed no intentional act against Ms. Kanarek because he was mentally incompetent and "temporarily insane" at the time of the Shooting; (b) he had acted reasonably in self-defense and defense of others; and (c) other defenses that his use of force against Ms. Kanarek was reasonable and/or permissible.

55. Discovery in the Kanarek Civil Suit included significant evidence demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to

property (including, possibly, death or injury to valuable horses), at the Farm, to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

56. Discovery in the Kanarek Civil Suit included BARISONE's production of expert reports from Dr. Simring (BARISONE's forensic psychiatrist) and Dr. Hasson (BARISONE's forensic psychologist) presenting their respective opinions, rendered with reasonable degrees of certainty, that BARISONE was mentally incompetent at the time of the Shooting and was incapable forming the intent to cause harm to Ms. Kanarek at the time of the Shooting.

57. The expert opinions expressed by Drs. Simring and Hasson in their respective expert reports were unopposed by any experts proffered by Ms. Kanarek and/or any other party in the Kanarek Civil Suit.

58. Discovery in the Kanarek Civil Suit was coming to a head in March-April 2023, with Ms. Kanarek scheduled to appear for her deposition in mid-April 2023.

59. On or about March 29, 2023, through counsel, Ms. Kanarek suddenly commenced efforts to settle the Kanarek Civil Suit with defendant Sweet Grass Farm, and shortly thereafter did settle with Sweet Grass Farm.

60. On or about April 3, 2023, Ms. Kanarek dismissed with prejudice all of her claims and causes of action against BARISONE.

61. As a result of the dismissal of Ms. Kanarek's claims with prejudice, BARISONE was absolved of any and all claims or allegations that he had committed any intentional tortious act or omission as against Ms. Kanarek in connection with the Shooting.

62. In a timely manner following the commencement of the Kanarek Civil Suit, the NAMED INSURANCE COMPANIES were notified of Ms. Kanarek's claims and were notified

of demands for defense and indemnity being made by Sweet Grass Farm, Ruth Cox and BARISONE.

63. The NAMED INSURANCE COMPANIES agreed to provide defenses for Sweet Grass Farm and Ruth Cox under a reservation of rights but refused to provide the same to BARISONE – even as to Ms. Kanarek’s negligence-based claims.

64. The NAMED INSURANCE COMPANIES had a duty and obligation to provide a defense of BARISONE as to the claims and causes of action brought against him due to the Shooting.

65. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligations to BARISONE, by and through their respective refusals to provide BARISONE with a defense, even a defense offered under a reservation of rights.

66. Defendants failed to exercise good faith in processing BARISONE’s claims. Had the defendants not conducted an inadequate and improper investigation of plaintiff’s claim then defendants would have realized that BARISONE was entitled to a defense and/or other benefits under the insurance policies in question.

67. The respective failures and refusals of the NAMED INSURANCE COMPANIES to provide BARISONE with defense and indemnity were acts of bad faith and in material breached their respective duties and obligations under the identified insurance policies.

68. As an actual, direct, and proximate result to the failures of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys’ fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek

Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

FIRST COUNT

69. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-68, as if set forth fully herein.

70. There exists an actual, justiciable case and controversy between and among BARISONE and each of the NAMED INSURANCE COMPANIES as to whether there was a duty to provide BARISONE with a defense under the identified insurance policies, for claims, allegations, and litigations, arising from and/or connected with the Shooting.

71. Plaintiff is seeking the Court's declaration of the parties' rights and duties under the Policy pursuant to N.J.S.A. 2A:16-50 et seq., and a justiciable controversy exists between defendant(s) and the plaintiff.

72. The controversy between the defendant(s) and the plaintiff is ripe for judicial review.

73. To the extent that BARISONE's claim for defense was denied upon the assertion that BARISONE acted intentionally and, as such, was excluded from defense or indemnity coverage, the Jury's verdict of "Not Guilty by Reason of Insanity" as to the criminal charges arising from the alleged shooting of Ms. Kanarek, and the Jury's verdict of "Not Guilty" as to the criminal charges arising from the alleged shooting of Mr. Goodwin, constitute findings binding as a matter of fact that BARISONE did not act intentionally.

74. BARISONE, who was determined to have not committed any criminal act, was at least as entitled to a defense as was Ruth Cox who, like BARISONE, was facing felony criminal charges as a result of the Shooting and a potential lengthy prison sentence, which she avoided

only because of the plea deal she entered into with the MCPO.

75. To the extent that BARISONE's claim for defense was denied upon the assertion that the Shooting involved the use of force, the discovery provided by the MCPO in the Criminal Matter and by the defendants in the Kanarek Civil Suit, demonstrated that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including, possibly, death or injury to valuable horses) at the Farm to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

76. Based upon the provision of a defense and indemnity to defendant Sweet Grass Farm and defendant Ruth Cox under the identified insurance policies, the NAMED INSURANCE COMPANIES had an equivalent duty and obligation to provide defense and indemnity to BARISONE.

77. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligation to BARISONE by and through their respective failures to provide BARISONE with a defense.

78. But for the NAMED INSURANCE COMPANIES' respective material breaches of their duties and obligations to BARISONE, BARISONE would not have had to expend his personal funds and depleted his personal assets to demonstrate his innocence in the Criminal Matter, and/or to defend and defeat the civil claims brought against him in arising from or connected with the Shooting.

79. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other

expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands declaratory judgment, separately against each of the NAMED INSURANCE COMPANIES, that BARISONE was entitled to defense and indemnity under the identified insurance policies; as well as an award of damages against each of the NAMED INSURANCE COMPANIES, jointly and severally, compensating BARISONE for his losses arising from the failure of the NAMED INSURANCE COMPANIES to provide defense and indemnity (including attorneys' fees, litigation expenses, and costs), compensating BARISONE for his attorneys' fees, litigation expenses and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

SECOND COUNT

80. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-79, as if set forth fully herein.

81. The identified insurance policies were contracts, enforceable at law, supported by good and valuable consideration.

82. At all times relevant hereto, BARISONE and/or his company were either a party to those contracts, and/or were an identified and/or contemplated third-party-beneficiaries of those contracts, entitled to material performance under the agreements by each of the NAMED INSURANCE COMPANIES.

83. At all relevant times, any and all material performance required in order for BARISONE to be entitled to performances from the NAMED INSURANCE COMPANIES under the insurance policies have been rendered and/or discharged or excused.

84. At all relevant times, any and all conditions precedent impacting the performance due and owed to BARISONE under the identified insurance policies have been satisfied, discharged and/or excused.

85. BARISONE was entitled to the full and complete respective contractual performances of the NAMED INSURANCE COMPANIES under the identified insurance policies.

86. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their respective contractual duties and obligations, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands judgment of liability, separately against each of the NAMED INSURANCE COMPANIES, and awarding damages against each of the NAMED INSURANCE COMPANIES, jointly and severally, compensating BARISONE for his losses arising from the failure of the NAMED INSURANCE COMPANIES to provide defense and indemnity (including attorneys' fees, litigation expenses, and costs), compensating BARISONE for his attorneys' fees, litigation expenses and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

THIRD COUNT

87. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-86, as if set forth fully herein.

88. Defendants failed to exercise good faith in processing Plaintiff's claim. Had defendants not conducted an inadequate and improper investigation of Plaintiff's claim the defendants would have realized that no debatable reason exists for the denial of Plaintiff's insurance benefits.

89. When an insured files an insurance claim, an insurer must treat its policyholders' interests with equal regard as it does its own interests.

90. When an insured files an insurance claim, an insurer must treat its policyholders' interests with equal regard as it does its own interests because this is not an adversarial process.

91. An insurance company should assist its policyholder/insureds with the claim.

92. An insurance company must disclose to its insured all benefits, coverages, and time limits that may apply to the claim.

93. An insurance company must conduct a full, fair, and prompt investigation of the claim at its own expense.

94. An insurance company must fully, fairly, and promptly evaluate and adjust the claim.

95. An insurance company may not deny a claim or part of claim based on insufficient information, speculation, or biased information.

96. An insurance company may not misrepresent facts or policy provisions.

97. An insurance company acts with good faith when it assists the policyholder with locating coverage for the claimed loss.

98. The NAMED INSURANCE COMPANIES had a duty and obligation to provide a defense of BARISONE as to the claims and causes of action brought against him due to the Shooting.

99. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligations to BARISONE, by and through their respective refusals to provide BARISONE with a defense, even a defense offered under a reservation of rights.

100. Defendant(s) failed to exercise good faith in processing Plaintiff's claim. Had defendant(s) not conducted an inadequate and improper investigation of Plaintiff's claim then defendant(s) would have realized that no debatable reason exists for the denial of Plaintiff's insurance benefits.

101. The respective failures and refusals of the NAMED INSURANCE COMPANIES to provide BARISONE with defense and indemnity were acts of bad faith, in materially breached their respective duties and obligations under the identified insurance policies.

102. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands judgment of liability, separately against each of the NAMED INSURANCE COMPANIES, and awarding damages

against each of the NAMED INSURANCE COMPANIES, jointly and severally, including punitive damages, as well as compensatory damages, as well as damages compensating BARISONE for his attorneys' fees, litigation expense and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

DEININGER & ASSOCIATES, LLP

Attorneys for Plaintiff



By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 7, 2023

JURY DEMAND

Plaintiff demands a trial by jury as to all issues.

DEININGER & ASSOCIATES, LLP

Attorneys for Plaintiff



By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 7, 2023

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, Christopher L. Deinger, Esq., certifies on behalf of the Plaintiff as follows:

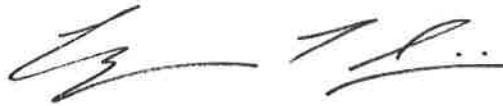
1. I am an attorney admitted to practice law in the State of New Jersey, counsel for the above-named Plaintiff in the subject action.

2. The matter in controversy in this case is not, to my knowledge, the subject of any other action pending in any Court or pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

3. Except as noted, there are no other parties who should be joined in this action that we are aware of at the present time, but Plaintiff has plead fictitious parties.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By: _____
CHRISTOPHER L. DEINGER, ESQ.

Dated: April 7, 2023

CERTIFICATION UNDER R. 4:5-1(b)(3)

I certify that confidential personal identifying information has been removed from the documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By: _____
Christopher L. Deinger, Esq.

Dated: April 7, 2023

Civil Case Information Statement

Case Details: MORRIS | Civil Part Docket# L-000618-23

Case Caption: BARISONE MICHAEL VS FARM FAMILY
CASUALTY INSURA

Case Initiation Date: 04/10/2023

Attorney Name: CHRISTOPHER LOUIS DEININGER

Firm Name: DEININGER & ASSOCIATES, LLP

Address: 415 ROUTE 10, STE 1

RANDOLPH NJ 07869

Phone: 9738791610

Name of Party: PLAINTIFF : Barisone, Michael, L

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: OTHER INSURANCE CLAIM (INCLUDING
DECLARATORY JUDGMENT ACTIONS)

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Michael L Barisone? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

04/10/2023

Dated

/s/ CHRISTOPHER LOUIS DEININGER

Signed

MORRIS COUNTY SUPERIOR COURT
PO BOX 910
MORRISTOWN NJ 07963

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (862) 397-5700
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 10, 2023
RE: BARISONE MICHAEL VS FARM FAMILY CASUALTY INSURA
DOCKET: MRS L -000618 23

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON MARCY M. MCMANN

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (862) 397-5700 EXT 75351.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: CHRISTOPH L. DEININGER
DEININGER & ASSOCIATES, LLP
415 ROUTE 10, STE 1
RANDOLPH NJ 07869

ECOURTS

STATE OF NEW JERSEY
DEPARTMENT OF BANKING AND INSURANCE
PO BOX 325
TRENTON, NJ 08625-0325

RETURN RECEIPT
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Great American Ins. Co of NY
Attn: Eve Cutler Rosen, General Counsel
301 E. Fouth St
Cincinnati, Oh 45202



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EXHIBIT C

businesses at that location, including a dressage training business owned and operated by BARISONE.

2. BARISONE is claiming that the named defendants had a duty to defend him and/or his business under the subject insurance policies, which duty those insurance companies breached materially by and through the respective failure to provide a defense.

3. Those acts of material breach, individually and/or collectively, forced BARISONE to retain attorneys and fund his own defense by payment to his legal team of hundreds of thousands of dollars, rather than having that expense borne by the insurance companies which were obligated to defend BARISONE at their expense.

4. BARISONE is seeking, inter alia, declaratory relief in the form of an order/judgment that he and his business were entitled to a defense under the subject insurance policies, as well as an award of monetary damages compensating BARISONE for the debts he personally incurred to attorneys and other professionals involved in his legal defense.

PARTIES & OTHER ACTORS

5. BARISONE is a Caucasian male who, at all relevant times prior to August 7, 2019, had an established career as a top, Olympic trainer of horses and riders in the equestrian sport of dressage. His company, *Michael Barisone Dressage, LLC*, operated in New Jersey during the incidents alleged in this action.

6. BARISONE is temporarily residing in New Jersey at the Greystone Psychiatric Hospital, located in Morris County, as an involuntarily committed patient receiving psychiatric assessment and treatment.

7. At all relevant times, BARISONE co-owned a farm located at 411 West Mill Road, Long Valley, New Jersey (the “Farm”).

8. At all relevant times, the Farm was co-owned by BARISONE through a New Jersey Limited Liability Company named “Sweet Grass Farm LLC,” which had as its members BARISONE, John Lundberg, and Bonnie Lundberg.

9. At all relevant times prior to August 7, 2019, the Farm had various seasonal visitors and/or seasonal occupants, including but not limited to: (a) BARISONE and his partner Mary Haskins Gray (“Gray”), at times together with Gray’s minor children (the “children”); (b) squatters Lauren S. Kanarek, a dressage student (“Kanarek”), and her boyfriend Robert G. Goodwin (“Goodwin”); and (c) other persons who worked at the Farm, trained at the Farm, boarded horses at the Farm, and/or otherwise visited/utilized its premises.

10. At all relevant times prior to August 7, 2019, BARISONE utilized the Farm during the spring and summer months to conduct his business named *Michael Barisone Dressage Stables, LLC*, an Olympic-level dressage horse farm and training operation and facility.

11. Now and at all relevant times, defendant FARM FAMILY CASUALTY INSURANCE COMPANY (“FARM FAMILY”) was and remains an insurance company with offices at 344 Route 9W, Glenmont, New York 12077, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state through the New Jersey Department of Banking and Insurance.

12. Now and at all relevant times, defendant AMERICAN NATIONAL INSURANCE COMPANY (“AMERICAN NATIONAL”) also was and remains an insurance

company with offices at 344 Route 9W, Glenmont, New York 12077, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state through the New Jersey Department of Banking and Insurance.

13. Now and at all relevant times, defendant GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (“GREAT AMERICAN”) also was and remains an insurance company but with offices at 301 E. Fourth St., 19S, Cincinnati, Ohio 45202-4201, which underwrites and/or issues insurance policies to customers located within the geographic boundaries of the State of New Jersey and, as such, is authorized to do business within the state by the New Jersey Department of Banking and Insurance, is doing business within the state, and is amenable to service of process within the state.

14. Defendant XYZ COMPANY 1-100, (“XYZ”), a fictitious name for insurance companies and underwriters presently unknown, are entities that insured BARISONE and/or other relevant actors for risks arising from or in connection with the incidents involved, which other persons/entities are or may be liable to BARISONE for some or all of the alleged damages set forth in this pleading.

15. For purposes of this pleading, defendants FARM FAMILY, AMERICAN NATIONAL, GREAT AMERICAN, and/or XYZ, may be reference collective as the “NAMED INSURANCE COMPANIES.”

16. Now and at all relevant times, Ruth Cox was a visitor on the premises of BARISONE’s New Jersey horse training facility and owner of a 9mm gun and ammunition, which

she owned legally in her home state, but which she brought illegally to New Jersey in 2019.

ALLEGATIONS & CLAIMS

A. Available Insurance Coverage.

17. Defendant GREAT AMERICAN issued a policy of insurance which the company characterized as an “ArgiPak Farm and Ranch Policy”; issued under policy number “AFL 6364288”; issued with a coverage period of “05/02/2019 – 05/02/2020”; issued as insuring “Michael Barisone”; and, issued as providing a “general aggregate limit” of \$2.0 million of coverage, including \$1.0 million of personal injury coverage.

18. Defendant GREAT AMERICAN issued a policy of insurance which the company characterized as an “ARIGUARD” “FARM CATASTROPHE LIABILITY POLICY”; issued under policy number “AGG 6364290 12 00”; issued with a coverage period of “05/02/2019 – 05/02/2020”; issued as insuring “Michael Barisone” and his company “Barisone Dressage Stables LLC”; and, issued as providing a “general aggregate limit” of \$1.0 million of coverage, including coverage for “bodily injury” and “property damage”.

19. Defendant FARM FAMILY issued a policy of insurance which the company characterized as an “Special Farm Package ‘10’ Policy”; issued under policy number “2914G1580”; issued with a coverage period of “October 7, 2018, to October 7, 2019”; issued as insuring Sweet Grass Farm, LLC, its members, guests on the property, “Farm Liability,” “Business Liability,” and “Lessor risk (land, building or premises)”; and, issued as providing a “general aggregate limit” of \$2.0 million of coverage, including \$1.0 million of “per occurrence.”

20. On or about July 30, 2019, defendant FARM FAMILY issued an additional policy of insurance which the company characterized as “additional Business Liability Coverage for the

subject premises, for Lessor Risk Residence – 2 Family”; issued under policy number presently unknown; upon information and belief, issued with a coverage period of “July 30, 2019” through July 30, 2020; upon information and belief, issued as insuring Sweet Grass Farm, LLC, its members, guests on the property, for “lessor risks”; and, upon information and belief, issued as providing additional general aggregate of coverage, including additional per occurrence.

21. Upon information and belief, there could be other policies of insurance presently unknown to BARISONE issued by one or more of the defendants, which policies of insurance are presently unknown.

B. The Incident, The Resulting Lawsuits, & BARISONE’s Successful Defense.

22. On or about August 7, 2019, there was a shooting incident at the Farm in which Lauren Kanarek was shot (the “Shooting”).

23. The Shooting was preceded by an extended time period of severe and serious harassment of BARISONE and persons he viewed as his family (including two minor children) that included, without limitation, stalking, threats, unlawful and surreptitious recordings of private conversations, taunting, emotional abuse, psychological abuse, and the like, all of which was directed intentionally against BARISONE for the purpose of destroying him, causing him to have a mental breakdown, destroying his business, destroying his family relationships, and causing harm including serious bodily harm and serious property damage.

24. Prior to August 7, 2019, as part of his efforts to defend himself and his family from that torrent of abuse and the mounting threats of physical violence against them, BARISONE began investigating the background and past behavior of Lauren Kanarek and Robert Goodwin, through which BARISONE discovered facts and information demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including,

possibly, death or injury to valuable horses) at the Farm due to the ongoing, hostile presence of Lauren Kanarek and Robert Goodwin.

25. For example, Lauren Kanarek was known to be an owner of multiple firearms with a self-professed reputation for gun violence which including the discharge of firearms at people and property.

26. In the days before the Shooting, for example, unbeknownst to BARISONE at the time, Lauren Kanarek (according to her own text message) had obtained trespass access to BARISONE's office at the Farm and to BARISONE's safe in which firearms and ammunition were then being stored for safekeeping, including the firearm used in the Shooting.

27. The facts and circumstances existing at the Farm, during and throughout the days leading up to the Shooting, indicated to BARISONE and others at the Farm that there was a real and present danger of risk of serious bodily harm to persons on the premises of the Farm and/or serious harm to property located there (including, potentially, injury or death to valuable horses).

28. For example, the day before the Shooting, Ruth Cox was attacked and bitten by the vicious dog Ms. Kanarek and Mr. Goodwin kept in the house at the Farm.

29. BARISONE drove his pickup truck down to the house where Lauren Kanarek and Robert Goodwin were squatting whereupon, according to at least one witness account, BARISONE stated (in sum and substance) that he did not want or desire further conflict with them.

30. Shortly thereafter, there was an altercation between and among BARISONE, Mr. Goodwin, and Ms. Kanarek, in which BARISONE was attacked viciously by the Kanarek-Goodwin dog, was choked to unconsciousness by Mr. Goodwin, was beaten about his face and head by Ms. Kanarek.

31. At the conclusion of that altercation Ms. Kanarek had been shot twice and was lying on the ground; and BARISONE was left beaten to a pulp, head injured, having had his arm broken grotesquely, and being held on the ground by Mr. Goodwin with Ruth Cox's firearm underneath them.

32. At the conclusion of that altercation Mr. Goodwin was all but unscathed except for an injury to what would have been his trigger finger had he been holding the firearm involved in the Shooting.

33. The police were at the scene of the Shooting within minutes after 911 calls of the incident occurred.

34. Based upon statements made to them by Mr. Goodwin, the police arrested BARISONE as the alleged shooter.

35. The scene of the Shooting was heavily populated with police, detectives, and other members of law enforcement conducting an immediate investigation, which was completed at some point later in the evening of August 7, 2019, or thereafter.

36. But the investigation that was conducted never included the preservation of video recorded on the cameras at the scene of the Shooting; failed to preserve any audio recording of the incident from the recording device Mr. Goodwin had in his possession during it; never included gunpowder residue analysis of BARISONE, Mr. Goodwin, and/or Ms. Kanarek; never located one of the three shells alleged to have been at the scene based upon allegations that three shots were fired during the Shooting; never included any finger-print-analysis of the firearm allegedly involved; and was conducted in a manner which left Mr. Goodwin unsupervised and unrestrained at the crime scene during the ongoing investigation of the alleged crime, in the immediate aftermath of the Shooting.

37. Ms. Kanarek and Mr. Goodwin had both digital cameras newly installed and demonstrated as operative at the house the day before the Shooting, and Mr. Goodwin had a digital audio recording device in his pocket during the Shooting. Miraculously, there was no video or audio recording of the Shooting preserved in the investigation.

38. Thereafter, BARISONE was formally charged with four criminal counts, namely (in sum and substance): (a) a count of attempted murder of Ms. Kanarek based upon the Shooting of her; (b) a count of attempted murder of Mr. Goodwin for allegedly firing one shot at him during the Shooting; and (c) two counts of unlawful weapons possession.

39. The firearm and ammunition allegedly used in the Shooting was legally owned by Ruth Cox but was illegally brought by her into the State of New Jersey to the premises of Sweet Grass Farm, where the Shooting occurred.

40. Ruth Cox was storing her firearm and ammunition in her unlocked motor vehicle when she and others at the farm became concerned that Ms. Kanarek and/or Mr. Goodwin would gain access to her firearm. So, at the suggestion of BARISONE, Ruth Cox removed the firearm and ammunition from her motor vehicle and agreed to have those items stored in the safe that was located inside BARISONE's office.

41. After the Shooting, Ruth Cox was arrested and charged with a fourth-degree criminal felony for unlawfully transferring her firearm to BARISONE. As a result of that criminal charge, Ruth Cox was facing upwards of 18 months in state prison.

42. To avoid that criminal trial and likely jail time, Ruth Cox entered a plea deal with the Morris County Prosecutor's Office ("MCPO"), under which she agreed to testify on behalf of the State of New Jersey against BARISONE at his criminal trial in exchange for the MCPO's consent to allowing Dr. Cox to enter into the state's Pretrial Intervention Program.

43. Upon information and belief, Ruth Cox completed her 36-month probationary term in or about late 2022, resulting in the dismissal of the felony charge(s) for which she was arrested.

44. BARISONE, on the other hand, was prosecuted criminally under the matter captioned *New Jersey v. Michael Barisone*, Docket No. 19-12-0999-1 (the “Criminal Matter”).

45. The Criminal Matter was overseen by the MCPO which, during discovery connected with the matter, produced 10,000s of pages of records (including Facebook feeds from Ms. Kanarek and Mr. Goodwin); hundreds of hours of audio and video recordings (including not only witness interviews but also numerous audios recorded illegally and surreptitiously by Goodwin-Kanarek); hundreds of text messages between and/or among Ms. Kanarek, Mr. Goodwin, Jonathan Kanarek, BARISONE, and/or others; hundreds of photographs; weapons; seized documents; physical evidence; and other voluminous materials (the “MCPO Discovery”).

46. The MCPO Discovery included significant evidence demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including, possibly, death or injury to valuable horses) at the Farm to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

47. Commencing in March 2022, the Criminal Matter proceeded to a jury trial before the Honorable Stephen Taylor, who blocked BARISONE from pursuing the defense of “self-defense” and prohibited BARISONE from presenting his evidence supporting the claim of “self-defense.”

48. On April 14, 2022, in the Criminal Matter the jury returned a verdict of “Not Guilty by Reason of Insanity” as to the two criminal counts arising from the alleged shooting of Ms. Kanarek, and a verdict of “Not Guilty” as to the two criminal counts arising from the alleged shooting of Mr. Goodwin.

49. The Jury's verdict was its determination that BARISONE did not commit an intentional criminal act against Ms. Kanarek as a victim and determination that BARISONE did not commit any criminal act against Mr. Goodwin as a victim.

50. Following the verdict, BARISONE was committed to the care of the State of New Jersey as a psychiatric patient entitled to medical care and treatment pending his recovery, upon which he will be released from that involuntary psychiatric confinement.

51. On or about October 18, 2019, Ms. Kanarek (through counsel) commenced a civil lawsuit pursuing claims alleged to have arisen from the Shooting, which matter was captioned *Lauren Kanarek v. Michael Barisone, Sweet Grass Farm, LLC, Ruth Cox, et al.*, New Jersey Superior Court, Morris County, Docket No. MRS-L-002250-19 (the "Kanarek Civil Action").

52. In the Kanarek Civil Suit, Ms. Kanarek's claims included strict liability torts, intentional torts, and negligence-based torts against Sweet Grass Farm, LLC, Ruth Cox, and BARISONE.

53. As part of his defense of Ms. Kanarek's claims, BARISONE asserted a counterclaim against her seeking damages caused by her intentional and/or negligent plan to inflict emotional distress upon BARISONE sufficient to cause him to have a mental breakdown.

54. BARISONE's defense included as well BARISONE's claims that: (a) he committed no intentional act against Ms. Kanarek because he was mentally incompetent and "temporarily insane" at the time of the Shooting; (b) he had acted reasonably in self-defense and defense of others; and (c) other defenses that his use of force against Ms. Kanarek was reasonable and/or permissible.

55. Discovery in the Kanarek Civil Suit included significant evidence demonstrating that there was a real and present danger of risk of serious bodily harm and/or serious harm to

property (including, possibly, death or injury to valuable horses), at the Farm, to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

56. Discovery in the Kanarek Civil Suit included BARISONE's production of expert reports from Dr. Simring (BARISONE's forensic psychiatrist) and Dr. Hasson (BARISONE's forensic psychologist) presenting their respective opinions, rendered with reasonable degrees of certainty, that BARISONE was mentally incompetent at the time of the Shooting and was incapable forming the intent to cause harm to Ms. Kanarek at the time of the Shooting.

57. The expert opinions expressed by Drs. Simring and Hasson in their respective expert reports were unopposed by any experts proffered by Ms. Kanarek and/or any other party in the Kanarek Civil Suit.

58. Discovery in the Kanarek Civil Suit was coming to a head in March-April 2023, with Ms. Kanarek scheduled to appear for her deposition in mid-April 2023.

59. On or about March 29, 2023, through counsel, Ms. Kanarek suddenly commenced efforts to settle the Kanarek Civil Suit with defendant Sweet Grass Farm, and shortly thereafter did settle with Sweet Grass Farm.

60. On or about April 3, 2023, Ms. Kanarek dismissed with prejudice all of her claims and causes of action against BARISONE.

61. As a result of the dismissal of Ms. Kanarek's claims with prejudice, BARISONE was absolved of any and all claims or allegations that he had committed any intentional tortious act or omission as against Ms. Kanarek in connection with the Shooting.

62. In a timely manner following the commencement of the Kanarek Civil Suit, the NAMED INSURANCE COMPANIES were notified of Ms. Kanarek's claims and were notified

of demands for defense and indemnity being made by Sweet Grass Farm, Ruth Cox and BARISONE.

63. The NAMED INSURANCE COMPANIES agreed to provide defenses for Sweet Grass Farm and Ruth Cox under a reservation of rights but refused to provide the same to BARISONE – even as to Ms. Kanarek’s negligence-based claims.

64. The NAMED INSURANCE COMPANIES had a duty and obligation to provide a defense of BARISONE as to the claims and causes of action brought against him due to the Shooting.

65. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligations to BARISONE, by and through their respective refusals to provide BARISONE with a defense, even a defense offered under a reservation of rights.

66. Defendants failed to exercise good faith in processing BARISONE’s claims. Had the defendants not conducted an inadequate and improper investigation of plaintiff’s claim then defendants would have realized that BARISONE was entitled to a defense and/or other benefits under the insurance policies in question.

67. The respective failures and refusals of the NAMED INSURANCE COMPANIES to provide BARISONE with defense and indemnity were acts of bad faith and in material breached their respective duties and obligations under the identified insurance policies.

68. As an actual, direct, and proximate result to the failures of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys’ fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek

Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

FIRST COUNT

69. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-68, as if set forth fully herein.

70. There exists an actual, justiciable case and controversy between and among BARISONE and each of the NAMED INSURANCE COMPANIES as to whether there was a duty to provide BARISONE with a defense under the identified insurance policies, for claims, allegations, and litigations, arising from and/or connected with the Shooting.

71. Plaintiff is seeking the Court's declaration of the parties' rights and duties under the Policy pursuant to N.J.S.A. 2A:16-50 et seq., and a justiciable controversy exists between defendant(s) and the plaintiff.

72. The controversy between the defendant(s) and the plaintiff is ripe for judicial review.

73. Within weeks after the Shooting, BARISONE's defense was tendered to the NAMED INSURANCE COMPANIES, which issued declinations.

74. For example, by letter dated "December 16, 2019," defendant GREAT AMERICAN sent BARISONE a letter declining coverage and/or defense for claims arising from the Shooting.

75. Similarly, by letter dated January 2, 2020, defendants FARM FAMILY and AMERICAN NATIONAL agreed to provide defense and indemnity to "Sweet Grass Farm, LLC, and Ruth Cox" but decline to provide the to or for the benefit of BARISONE.

76. To the extent that BARISONE's claim for defense was denied upon the assertion that BARISONE acted intentionally and, as such, was excluded from defense or indemnity coverage, the Jury's verdict of "Not Guilty by Reason of Insanity" as to the criminal charges arising from the alleged shooting of Ms. Kanarek, and the Jury's verdict of "Not Guilty" as to the criminal charges arising from the alleged shooting of Mr. Goodwin, constitute findings binding as a matter of fact that BARISONE did not act intentionally.

77. BARISONE, who was determined to have not committed any criminal act, was at least as entitled to a defense as was Ruth Cox who, like BARISONE, was facing felony criminal charges as a result of the Shooting and a potential lengthy prison sentence, which she avoided only because of the plea deal she entered into with the MCPO.

78. To the extent that BARISONE's claim for defense was denied upon the assertion that the Shooting involved the use of force, the discovery provided by the MCPO in the Criminal Matter and by the defendants in the Kanarek Civil Suit, demonstrated that there was a real and present danger of risk of serious bodily harm and/or serious harm to property (including, possibly, death or injury to valuable horses) at the Farm to BARISONE and his family, arising from the hostile presence of Lauren Kanarek and Robert Goodwin.

79. Based upon the provision of a defense and indemnity to defendant Sweet Grass Farm and defendant Ruth Cox under the identified insurance policies, the NAMED INSURANCE COMPANIES had an equivalent duty and obligation to provide defense and indemnity to BARISONE.

80. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligation to BARISONE by and through their respective failures to provide BARISONE with a defense.

81. But for the NAMED INSURANCE COMPANIES' respective material breaches of their duties and obligations to BARISONE, BARISONE would not have had to expend his personal funds and depleted his personal assets to demonstrate his innocence in the Criminal Matter, and/or to defend and defeat the civil claims brought against him in arising from or connected with the Shooting.

82. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands declaratory judgment, separately against each of the NAMED INSURANCE COMPANIES, that BARISONE was entitled to defense and indemnity under the identified insurance policies; as well as an award of damages against each of the NAMED INSURANCE COMPANIES, jointly and severally, compensating BARISONE for his losses arising from the failure of the NAMED INSURANCE COMPANIES to provide defense and indemnity (including attorneys' fees, litigation expenses, and costs), compensating BARISONE for his attorneys' fees, litigation expenses and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

SECOND COUNT

83. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-82, as if set forth fully herein.

84. The identified insurance policies were contracts, enforceable at law, supported by good and valuable consideration.

85. At all times relevant hereto, BARISONE and/or his company were either a party to those contracts, and/or were an identified and/or contemplated third-party-beneficiaries of those contracts, entitled to material performance under the agreements by each of the NAMED INSURANCE COMPANIES.

86. At all relevant times, any and all material performance required in order for BARISONE to be entitled to performances from the NAMED INSURANCE COMPANIES under the insurance policies have been rendered and/or discharged or excused.

87. At all relevant times, any and all conditions precedent impacting the performance due and owed to BARISONE under the identified insurance policies have been satisfied, discharged and/or excused.

88. BARISONE was entitled to the full and complete respective contractual performances of the NAMED INSURANCE COMPANIES under the identified insurance policies.

89. As an actual, direct, and proximate result to the failure of the NAMED INSURANCE COMPANIES to perform their respective contractual duties and obligations, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands judgment of liability,

separately against each of the NAMED INSURANCE COMPANIES, and awarding damages against each of the NAMED INSURANCE COMPANIES, jointly and severally, compensating BARISONE for his losses arising from the failure of the NAMED INSURANCE COMPANIES to provide defense and indemnity (including attorneys' fees, litigation expenses, and costs), compensating BARISONE for his attorneys' fees, litigation expenses and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

THIRD COUNT

90. BARISONE repeats and realleges each and every allegation statement made in paragraphs 1-89, as if set forth fully herein.

91. Defendants failed to exercise good faith in processing Plaintiff's claim. Had defendants not conducted an inadequate and improper investigation of Plaintiff's claim the defendants would have realized that no debatable reason exists for the denial of Plaintiff's insurance benefits.

92. When an insured files an insurance claim, an insurer must treat its policyholders' interests with equal regard as it does its own interests.

93. When an insured files an insurance claim, an insurer must treat its policyholders' interests with equal regard as it does its own interests because this is not an adversarial process.

94. An insurance company should assist its policyholder/insureds with the claim.

95. An insurance company must disclose to its insured all benefits, coverages, and time limits that may apply to the claim.

96. An insurance company must conduct a full, fair, and prompt investigation of the claim at its own expense.

97. An insurance company must fully, fairly, and promptly evaluate and adjust the claim.

98. An insurance company may not deny a claim or part of claim based on insufficient information, speculation, or biased information.

99. An insurance company may not misrepresent facts or policy provisions.

100. An insurance company acts with good faith when it assists the policyholder with locating coverage for the claimed loss.

101. The NAMED INSURANCE COMPANIES had a duty and obligation to provide a defense of BARISONE as to the claims and causes of action brought against him due to the Shooting.

102. The NAMED INSURANCE COMPANIES materially breached their respective duties and obligations to BARISONE, by and through their respective refusals to provide BARISONE with a defense, even a defense offered under a reservation of rights.

103. Defendant(s) failed to exercise good faith in processing Plaintiff's claim. Had defendant(s) not conducted an inadequate and improper investigation of Plaintiff's claim then defendant(s) would have realized that no debatable reason exists for the denial of Plaintiff's insurance benefits.

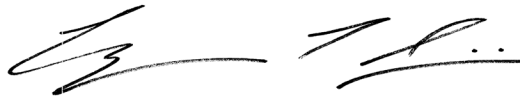
104. The respective failures and refusals of the NAMED INSURANCE COMPANIES to provide BARISONE with defense and indemnity were acts of bad faith, in materially breached their respective duties and obligations under the identified insurance policies.

105. As an actual, direct, and proximate result to the failure of the NAMED

INSURANCE COMPANIES to perform their duties and obligations to BARISONE, BARISONE suffered injury and resulting damages, including but not limited to all of the attorneys' fees, litigation expenses, expert witness fees, investigation fees and expenses, court costs, and other expenditures, incurred by BARISONE to defend himself in the Criminal Matter, in the Kanarek Civil Suit, and/or in any and all other litigations arising from or connection with the Shooting.

WHEREFORE, Plaintiff MICHAEL BARISONE demands judgment of liability, separately against each of the NAMED INSURANCE COMPANIES, and awarding damages against each of the NAMED INSURANCE COMPANIES, jointly and severally, including punitive damages, as well as compensatory damages, as well as damages compensating BARISONE for his attorneys' fees, litigation expense and costs incurred in the prosecution of this civil action, and granting BARISONE such other relief as may be just and proper.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff





By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 21, 2023

JURY DEMAND

Plaintiff demands a trial by jury as to all issues.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 21, 2023

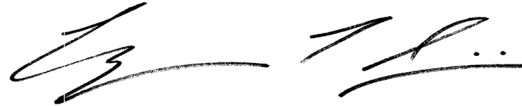
CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, Christopher L. Deining, Esq., certifies on behalf of the Plaintiff as follows:

1. I am an attorney admitted to practice law in the State of New Jersey, counsel for the above-named Plaintiff in the subject action.
2. The matter in controversy in this case is not, to my knowledge, the subject of any other action pending in any Court or pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.
3. Except as noted, there are no other parties who should be joined in this action that we are aware of at the present time, but Plaintiff has plead fictitious parties.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: April 21, 2023

CERTIFICATION UNDER R. 4:5-1(b)(3)

I certify that confidential personal identifying information has been removed from the documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By: _____
Christopher L. Deininger, Esq.

Dated: April 21, 2023

EXHIBIT D

From: Howard Shafer <hshafer@shaferpartners.com>
Sent: Tuesday, May 2, 2023 7:06 AM
To: Westerfield, Ryan
Subject: Michael L. Barisone v. Farm Family Casualty (602-00111.001)

Email to co-defendant counsel regarding damages

Ryan,

I spoke with plaintiff's attorney Christopher L. Deininger regarding damages this morning. He is looking for expenses, including expert and attorney's fees, certainly in the civil case. He is not sure about the criminal case. He estimates that just for attorney's fees in the civil case Mr. Barisone is out of pocket \$400,000.

He will get me a more exact calculation of the damages.

Best regards,

Howard

Howard S. Shafer, Esq., Partner

SHAFER PARTNERS, LLP

Attorneys at Law



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New York | New Jersey

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EXHIBIT E

From: Howard Shafer <hshafer@shaferpartners.com>
Sent: Thursday, May 4, 2023 7:51 AM
To: Westerfield, Ryan
Cc: Potente, Alex; Willis, Robert; Patricia Sanchez; Jedidiah JMB. Bernstein
Subject: RE: Michael Barisone vs. Great American Insurance Company of New York

Good to go Ryan. Thank you.

Howard S. Shafer, Esq., Partner

SHAFFER PARTNERS, LLP

Attorneys at Law



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125 Maiden Lane, Suite 16-A
New York, NY 10038
(212) 267-0011

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From: Westerfield, Ryan <Ryan.Westerfield@clydeco.us>
Sent: Wednesday, May 03, 2023 6:06 PM
To: Howard Shafer <hshafer@shaferpartners.com>
Cc: Potente, Alex <Alex.Potente@clydeco.us>; Willis, Robert <Robert.Willis@clydeco.us>
Subject: Michael Barisone vs. Great American Insurance Company of New York

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Howard,

Attached please find our draft of the Notice of Removal and New Jersey state court filing. As we discussed, we intend to file this on May 11. Let me know if you have any comments or changes.

Ryan

Ryan Westerfield

Senior Counsel | Clyde & Co US LLP

Direct Dial: +1 973 210 6729 | Mobile: 347 891 1988

CLYDE & CO

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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

Michael L. Barisone

(b) County of Residence of First Listed Plaintiff Morris
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Christopher L. Deininger, Esq., Deininger & Associates, LLP
415 Route 10, Suite 1, Randolph, New Jersey 07869, 973-879-1610

DEFENDANTS

Farm Family Casualty Insurance Company,
American National Insurance Company, Great American Insurance
Company of New York, and/or XYZ Company 1-100

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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	PERSONAL INJURY <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	PERSONAL INJURY <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 PERSONAL PROPERTY <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 LABOR <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 IMMIGRATION <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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <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"/> 485 Telephone Consumer Protection Act <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<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	Habeas Corpus: <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 Other: <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. sections 1332, 1441, and 1446

Brief description of cause:
Declaratory Judgment, Breach of Contract

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$ 75,000.00

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 05/11/2023 SIGNATURE OF ATTORNEY OF RECORD /s/ Ryan Westerfield

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT _____	APPLYING IFP _____	JUDGE _____	MAG. JUDGE _____
-----------------	--------------	--------------------	-------------	------------------