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*Attorneys for Plaintiff*

MICHAEL L. BARISONE,	:	<b>SUPERIOR COURT</b>
	:	<b>OF NEW JERSEY</b>
	:	<b>LAW DIVISION – MORRIS</b>
	:	<b>COUNTY</b>
<i>Plaintiff,</i>	:	
v.	:	
	:	
FARM FAMILY CASUALTY	:	DOCKET NO.: MRS-L- _____-23
INSURANCE COMPANY, AMERICAN	:	
NATIONAL INSURANCE COMPANY,	:	
GREAT AMERICAN INSURANCE	:	<b>COMPLAINT FOR DECLARATORY</b>
COMPANY OF NEW YORK, and/or	:	<b>JUDGMENT &amp; OTHER RELIEF,</b>
XYZ COMPANY 1-100 (a fictitious name	:	<b>WITH DESIGNATION OF TRIAL</b>
for insurance companies and	:	<b>COUNSEL, JURY DEMAND, ETC.</b>
underwriters presently unknown),	:	
	:	
<i>Defendants.</i>	:	
	:	
	:	
	:	
	:	

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. Deininger, Esq., certifies on behalf of the Plaintiff as follows:

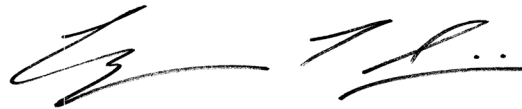
1. I am an attorney admitted to practice law in the State of New Jersey, counsel for the above-named Plaintiff in the subject action.

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. Deininger, 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

