



ROB STAFSHOLT

STATE SENATOR • 10th SENATE DISTRICT

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P.O. Box 7882
Madison, WI 53707-7882

TO: Senate Committee on Insurance, Licensing and Forestry
FROM: Senator Rob Stafsholt
DATE: July 21, 2021
SUBJECT: Testimony in Favor of Senate Bill 434

Thank you, Chairwoman Felzkowski and fellow members of the Senate Committee on Insurance, Licensing and Forestry for allowing me to testify in favor of Senate Bill 434.

There are many hurdles individuals and families can face when living in older homes in rural and urban Wisconsin. Unfortunately, for a very small number of citizens, dilapidated homes with unsafe living conditions can become a blight on neighborhoods. For a small number of homes, natural disasters, such as fires, severe storms, and tornados can leave them damaged, or even worse, destroyed. In some instances, these homes can result in a total loss to the homeowner. However, there are situations where repairs are a more cost-effective manner to return a dwelling to a safe living environment for a family. In cases like this, raze orders can lead to higher insurance premiums and deductibles for homeowners across the state.

This legislation reduces the level of government involvement with a homeowner and their insurance agent in a claim situation. Under current law, municipalities may issue a raze order on a building that is unfit for human habitation and unreasonable to repair. Current law creates a presumption that repair is unreasonable if the cost of repair exceeds 50% of the equalized value of the home. If a raze order is issued and, if the owner does not comply with the order within the prescribed time, the municipality may raze the building. The cost of the razing may be charged against the real estate upon which the building is location.

This legislation creates a separate process for owner-occupied homes that suffer a loss covered by the insurance policy. In these situations, before issuing a raze order, the municipality would have to provide notice to the owner of the dwelling, conduct an on-site inspection, consider materials establishing the damage and cost of repairs, and conclude it is not reasonable to repair the building. Additionally under the bill, repairs are considered reasonable if they are less than 70% of the insurance policy coverage limits.

In what may seem like a complicated bill, we are simply working to keep insurance premiums low in urban and rural communities where there may be large discrepancies between equalized assessed value and replacement value costs.

Thank you, members. I ask for your support and would be happy to answer any questions.



GAE MAGNAFICI

STATE REPRESENTATIVE • 28th ASSEMBLY DISTRICT

Written Testimony in Support of SB 434

Good morning,

Chairwoman Felzkowski and members of the Senate Committee on Insurance, Licensing and Forestry. Thank you for holding a hearing on Senate Bill 434, which helps to keep insurance costs low.

Under current law, local governments can issue raze orders for buildings where the cost of repair exceeds 50% of the assessed value of the building. SB 434 ensures all measures are considered before a municipality issues a raze order, and increases the cost of repair to raze to 70% of insured value.

For some low valued property, the cost of razing a building can be more than the cost to repair. This can be an unexpected cost for insurers, especially in rural communities where raze orders are not frequent and property value is not high.



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league@lwm-info.org; www.lwm-info.org

To: Senate Committee on Insurance, Licensing, and Forestry

From: Toni Herkert, Government Affairs Director, League of Wisconsin Municipalities
Curt Witynski, J.D., Deputy Director, League of Wisconsin Municipalities

Date: July 21, 2021

Re: SB 434, Limiting Municipal Raze Order Powers

The League of Wisconsin Municipalities opposes SB 434, limiting the authority of a municipality to order the razing of certain insured dwellings. We acknowledge the relatively narrow focus of the bill, and we appreciate that the proponents of the bill reached out to us to discuss the goals of the legislation prior to it being introduced. However, we remain unconvinced that there is a need to limit municipal raze powers. Communities exercise these powers relatively rarely and only for the public health, safety, and welfare. We are not aware of widespread abuse of municipal raze order powers. Indeed, municipalities typically provide additional latitude and flexibility to afford owners time to repair.

More specifically we have the following concerns about the bill:

1. The bill does not protect a municipality from the possibility that an insured abandons the property without repair. No requirement exists that an insured use claims proceeds to repair a building. The money could be used to purchase a new building instead. In that scenario, the City is still subject to the more restrictive conditions but if the cost of repairs is, for example 50% of the policy limit, the City would not be able to obtain an enforceable raze order to eliminate the hazard.
2. The bill requires that a municipality, among other things, conduct an on-site inspection to assess the extent of damage. There is no requirement that owners consent to such inspection. This means a municipality would have to secure a special inspection warrant, which is another delay to the process.
3. When buildings are damaged by fire and rendered uninhabitable, municipalities are often not provided a new mailing address for communicating with the owner. As such, ascertaining consent to inspect or to request information regarding a repair plan, is difficult.
4. The bill does not include a time limit by which an insurance company must commence repairs. Various safety issues may result in delayed renovations or demolition.

5. Under the bill, an insurance company could certify that the claim “may” qualify as covered damage subjecting the municipality to the new restrictions. After that certification, the insurance company is under no obligation to continue updating the municipality as to whether it concludes the damage is in fact covered. Insurance companies will undoubtedly submit this certification as a routine practice upon notice of damage.
6. If there is a substantial disagreement over repair costs between the insurer and the municipality, municipal raze orders are more likely to be challenged, further delaying remediation.
7. A municipality must accept and consider materials that establish the extent of damage or the reasonable cost of repairs from those who are not credentialed to provide information on building repair, structural and nonstructural damages, or cost of repair.
8. The calculation for repairs is “70% of the policy limit” but the bill does not require that the insurance company inform the municipality what the policy limit is in their certification. The certification need only warn that coverage might exist. How will a municipality determine whether repairs are presumptively unreasonable if they lack access to the necessary information with which to make the calculation?

We urge you to vote against recommending passage of SB 434 as introduced. Thank you for considering our concerns.



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TO: Committee on Insurance, Licensing and Forestry
FROM: Jordan Masters, Miller Public Adjusters, LLC
DATE: July 21, 2021
RE: Opposition to Senate Bill 434

Dear Senators:

My name is Jordan Masters, I am a licensed public adjuster at Miller Public Adjusters, LLC. I am here today to testify for myself and others on behalf of Miller Public Adjusters and the residents of Wisconsin. We strongly oppose proposed Senate Bill 434 for removing rights for the residents of Wisconsin all while adding insurmountable tasks and barriers for Municipalities that govern them.

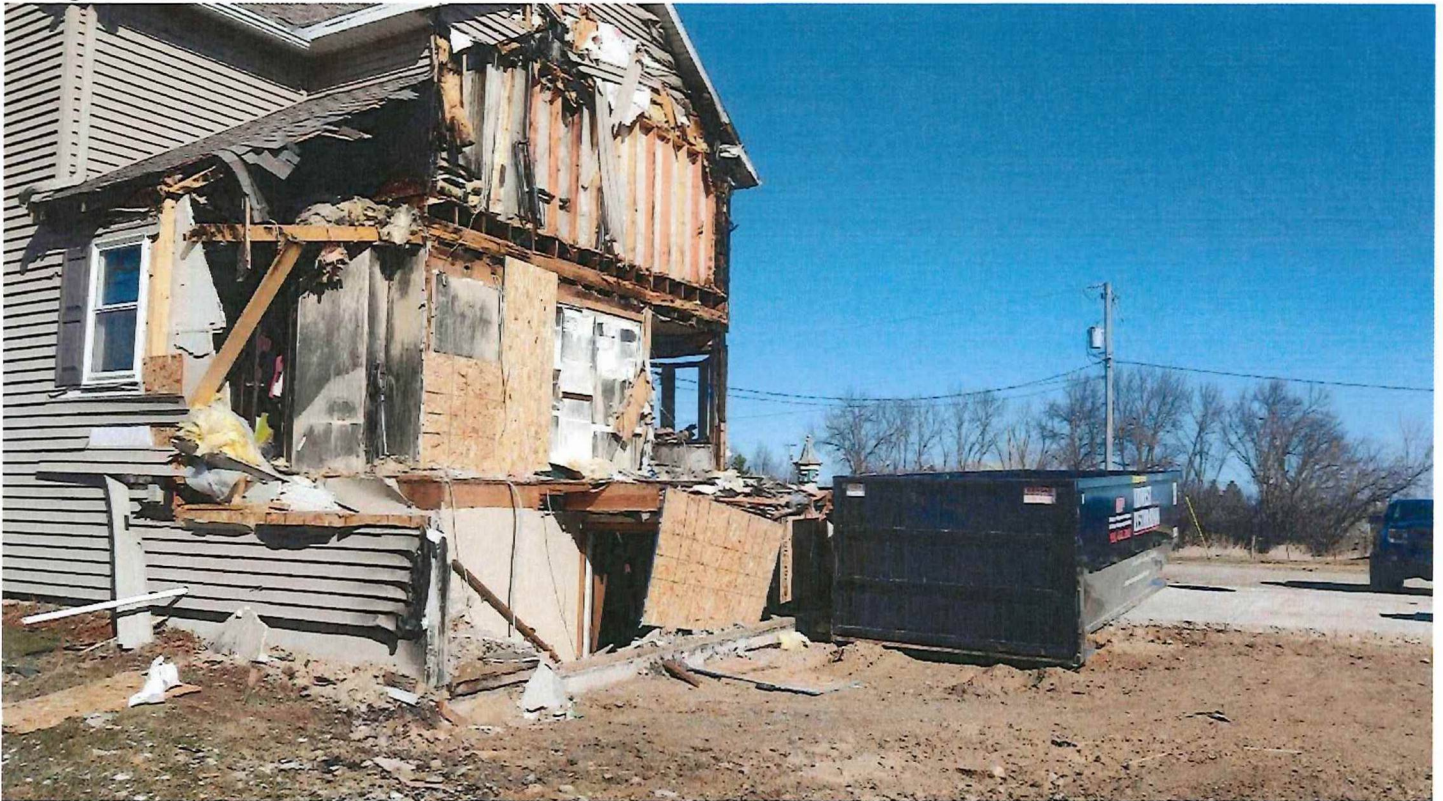
To give you some insight into who I am, I was born and raised in Wisconsin. I have had the opportunity to live in the Midwest for most of my career, but have been called to disaster areas around the country to handle claims. The past 9 years I have spent learning and growing in the insurance claims industry. I started my career out as an insurance adjuster for Nationwide Insurance. I also spent over 4 years at a large restoration company in the Chicagoland area. Last year in May, I joined the team at Miller Public Adjusters. As a licensed public adjuster, I advocate for customers who are unable to navigate the now complicated and time consuming insurance claim process. From a young age, my parents have taught me to always help someone in need. This job gives me the unique opportunity to do that every single day. I believe my unique experience and background can give the senators of this committee some perspective on what this bill is about and why it's bad for Wisconsin taxpayers and homeowners.

I am here today to tell you my story and give you an insight on why I believe proposed SB 434 is bad for Wisconsin and its residents.

In my time with the team at Miller Public Adjusters, I have handled a large array of claims. These claims have involved fire, water, wind, hail, both in commercial and residential situations. All of which have a common theme. The insured were not being treated fairly and needed someone with insurance expertise to provide the knowledge and documentation to an insurance carrier to indemnify their customer appropriately. In this time I have only had 2 claims that were appropriate for Raze Orders. While some may want you to believe that this is something that happens all of the time, my experience says otherwise, and that it is only something used when it is appropriate.

The most recent claim that I have handled that included a raze order pertains to a family in Sherwood Wisconsin. The family suffered a catastrophic fire loss to their farm home back in January. The insurance company spent months going back and forth before finally putting together a repair estimate in June in the amount of \$310,076.27. The home was purchased by my clients back in 2019 for \$196,000. The insurance

carriers estimate was incomplete and insufficient, missing many of the scope items to allow a contractor to return the home to pre-loss condition. My clients had been informed of what a Raze Order was by their contractor, as the contractor felt that repairing the home was near impossible, but more importantly unreasonable. The town of Sherwoods building inspector also agreed with the contractor that it was unreasonable to spend over \$300,000 into a home whose value is much less than that. It was with the building inspectors authority and discretion to issue the Raze Order. The insurance company reviewed the documentation that was submitted, and agreed to pay the policy limits as the home had been deemed wholly destroyed by the building inspector who used the current formula of damages exceeding 50% of the assessed value. The photos below show how devastating of a fire this was for my clients. Without the use of the current Raze Order and Valued Policy Laws here in Wisconsin, returning to pre-loss conditions would have never been possible. With the proposed legislation of SB 434 and its requirements, this home would not have qualified for a Raze Order. This would have left my clients in an unimaginable situation and would have changed their lives forever.



To conclude, why am I here today? The proposed legislation SB 434 will remove rights from Wisconsin residents, your constituents. My example above is just one case that SB 434 would have had a grave negative impact on the family. This bill is under the guise of "saving premiums for rural and urban residents" This basis is completely wrong, as policy premiums are already calculated based on a replacement cost valuation in the event there is a total catastrophic loss. Proposed SB 434 will also put extreme burdens on local municipalities and their building inspectors, requiring them to



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spend more time and ultimately more money to meet its requirements. In my opinion, the current bill has loopholes and unintended consequences by shifting control from the municipality and giving it to the insurance companies. It only addresses residential property not commercial properties as well as doesn't address properties that don't have insurance.

Prior to SB 434, many of you may have never even heard of a Raze Order before. I know that prior to working at Miller Public Adjusters, I had never heard the term in all of my past experience. All of you have a very difficult job, a job not unlike my own. I am hired to help represent people that do not have a voice or understanding of a very complex process. You are all elected and "hired" to represent the people of Wisconsin to guide this state in the best interest of its residents. I strongly believe that SB 434 would be detrimental for Wisconsin and its residents, and urge the Senators of this committee to vote to not pass this bill.

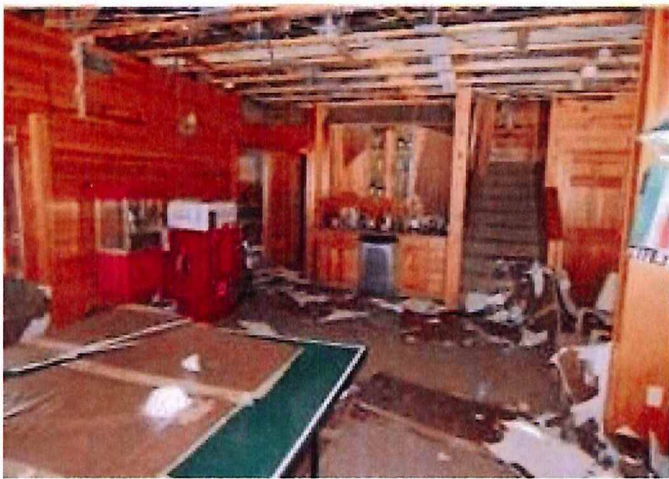
Thank you,

Jordan Masters
Licensed Public Adjuster
Miller Public Adjusters, LLC

EXAMPLE 1:

Large water loss with damages to finished flooring, wall/ceilings, no structural damages to ceiling joints, foundation, std walls or roof. Some areas were not directly impacted at all.

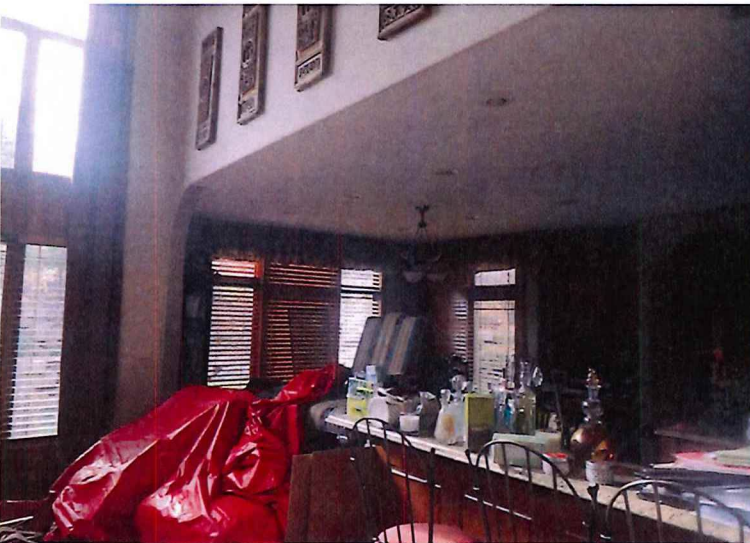
Insured Dwelling Policy Limit	= \$600,000
Estimated Repair Cost	= \$236,000
Assessed Value — Dwelling	= \$299,000
Total Dwelling payments	= \$768,000



EXAMPLE 2:

Brookfield, WI home suffered from a fire loss in the attic that caused significant damage.

Insured Dwelling Policy Limit = \$1,463,700.00
Estimated Repair Cost = \$750,000.00
Assessed Value - Dwelling = \$784,200.00
Total Dwelling Payments = \$1,677,059.34



EXAMPLE 3:

Milwaukee home that is constructed of older building materials and methods (plaster, balloon framing), but the framing is mostly intact. The entire house was impacted by fire, smoke and water. We anticipate the repair cost will exceed the 70% insured threshold for this home, and a raze order will likely be issued.

Insured Dwelling Policy Limit	= \$233,200
Zillow Market Value	= \$111,200
Assessed Value - Dwelling	= \$73,100
Estimated Repair Cost	= \$200,000 (70% threshold = \$163,200)





City of Racine, Wisconsin

July 20, 2021

Sen. Mary Felzkowski, Chair
Committee on Insurance, Licensing, and Forestry
State Capitol
Madison, WI 53708

RE: SB 434
Relating to municipal raze orders for certain insured dwellings

Dear Chairwoman Felzkowski and Committee Members,

My name is Nicole Larsen, and I am the deputy city attorney for the City of Racine. I appreciate the opportunity speak on Senate Bill 434, relating to the issuance of raze orders for insured dwellings in the State of Wisconsin. I am authorized to speak and share my thoughts with you on behalf of the administration of the City of Racine.

Senate Bill 434 is problematic for Wisconsin property owners and municipalities for a number of reasons. As currently drafted, it takes away property owners' rights, it creates governmental interference in private contracts, it increases the time and financial burdens on Wisconsin municipalities, and it has the potential to put Wisconsin's citizens in danger from dangerous, dilapidated buildings.

I'd like to address that last point first: the bill puts Wisconsin's citizens in danger by severely curtailing municipal authorities' power to regulate dangerous buildings. It builds in a 60-day waiting period before a municipality can issue a raze order: the municipality must send a notice of intent to raze and give the insurer 30 days to respond, then the insurer has another 30 days to provide damage estimates and materials that the municipality must consider. There are two problems with this: first, there are no requirements that the materials be prepared by anyone with any credentials or qualifications in building inspection or building trades. Second, it fails to account for buildings that are dangerous to the community. If the tragedy like the collapse of the Champlain Tower in Surfside, Florida would have occurred in Wisconsin, and these legislative changes were the law of the land, that building would still be standing today. We would be in the first 30-day period, waiting for the insurance company to let us know if it was going to take any action.

City Hall
730 Washington Avenue
Racine, Wisconsin 53403
262-636-9101



City of Racine, Wisconsin

Second, the bill mandates that municipalities notify insurers of an intent to raze an insured dwelling. There is no way to know, however, whether a dwelling even is insured. Policies are private contracts between the insured and their insurance company, and local governments do not have access to them. The proponents of this bill are unwilling to provide access to them by either recording them with the register of deeds or recording them in an easily accessible database.

Moreover, the bill binds municipalities to a percentage of a figure that it does not know. Even if a municipality is able to determine *whether* a building is insured, there is no way for the municipality to determine *how much* the policy is for, and therefore no way to determine what amount constitutes the 70% threshold that it must meet. There is no requirement that an insurer inform a building inspector of the value of a policy, so if enacted into law, municipalities would not be able to issue any raze orders.

Third, the bill creates additional administrative burdens on municipalities, including additional charges for investigating and sending notices to insurers and time in having to review materials submitted by those insurers. This could be especially burdensome to smaller municipalities who share or even outsource their building inspection services. Their obligations under the proposed changes increase without any increase in funding to do the work necessary to protect the health and safety of a community.

Finally, the bill interferes with the private contract between property owners and insurance companies. It gives the insurers greater discretion in how a property is handled in the event of damage to a dwelling.

If this honorable committee is inclined to adopt some form of this bill, we respectfully request that you make several key changes, including:

- Carving out issuance of emergency raze orders from its application, to ensure municipalities can continue to protect their community members;
- Adding language specifying what happens when an insurer fails to take a given step in the process;
- Require the insurers to record applicable policies with local register of deeds offices or create an electronic database that's accessible to municipalities, so that they have the ability to give the notices required;



City of Racine, Wisconsin

-
- Limit who may submit materials to be considered by the building inspector, since the current iteration provides that “the holder of any encumbrance” may submit materials that the building inspector must consider. Such encumbrance holders could include but are not necessarily limited to lenders, someone who holds a contractors’ lien against a property, or someone who holds a judgment lien; and
 - Perhaps most importantly, mandate that any materials submitted may only be created by licensed or certified trained building and trades professionals. Building safety is paramount to a healthy community, especially as many of our communities are faced with buildings that are reaching the end of their useful lives.

I appreciate the time provided today, and I am happy to answer any questions you may have.

Sincerely,

s/Nicole F. Larsen
Nicole F. Larsen
Deputy City Attorney
City of Racine, Wisconsin

cc: Sen. Rob Stafsholt
Sen. John Jagler
Sen. Lena Taylor
Sen. Janis Ringhand
Sen. Bob Wirsch, via email to Sen.Wirsch@legis.wisconsin.gov
Sen. Van Wanggard, via email to Sen.Wanggaard@legis.wisconsin.gov
Rep. Greta Neubauer, via email to Rep.Neubauer@legis.wisconsin.gov
Rep. Robert Wittke, via email to Rep.Wittke@legis.wisconsin.gov
Rep. Tip McGuire, via email to Rep.McGuire@legis.wisconsin.gov
Curt Witynski, League of Wisconsin Municipalities, via email to witynski@lwm-info.org



Department of Neighborhood Services

Erica R. Roberts
Commissioner

Thomas Mishefske
Operations Director

Michael Mazmanian
Operations Director

Senate Committee on Insurance, Licensing and Forestry
Re: Senate Bill 434

July 16, 2021

Dear Chair Felzkowski and Committee Members,

On behalf of the City of Milwaukee and the Department of Neighborhood Services, I am writing to express our opposition to SB 434.

This bill proposes changes to raze statues that would place unnecessary burdens on the City and the department, and has the potential to create additional and unnecessary hazards and blight for its residents.

As proposed, SB 434 creates the following problems:

- Curtails and delays the exercise of a municipalities' police powers, extending the timeframe before a municipality can issue a raze order to approximately 60 days, even in emergency situations;
- Creates different standards for insured and uninsured property owners, leading to confusion and disparity for homeowners and stakeholders;
- Requires municipalities to use financial data from insurance policies which is not readily accessible to staff and varies from property to property;
- Mandates that a municipality "accept and consider" materials from persons potentially unqualified or not credentialed to provide opinions on building repair.

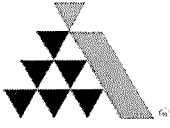
The issues outlined above will contribute to a significant decline in a municipalities' ability to manage the razing of properties in a timely, efficient and safe manner.

Therefore, the City of Milwaukee and the Department of Neighborhood Services opposes SB 434.

Sincerely,

Erica R. Roberts
Commissioner of Building Inspection
Milwaukee Department of Neighborhood Service





**GLOBE MIDWEST
ADJUSTERS INTERNATIONAL**

PROPERTY LOSS CONSULTANTS REPRESENTING THE INSURED

July 16, 2021

Senator Mary Felzkowski
Wisconsin State Capitol
PO Box 7882
Madison, WI 53707-7882

Sent via Electronic Mail only

Re: Opposition to Senate Bill 434

Dear Senator Felzkowski:

My name is Ethan Gross and I am the CEO of Globe Midwest Adjusters International of Wisconsin. I am filing this letter in opposition to Senate Bill 434 (SB 434). This letter is based upon my experience representing Wisconsin claimants as a public adjuster. Unlike insurance companies, a public adjuster has a duty of loyalty to serve exclusively as a fiduciary on behalf of Wisconsin claimants. I take my fiduciary responsibility seriously and am writing because this proposal will significantly endanger the lives and safety of Wisconsin residents.

Currently, WI Stat § 66.0413 provides that a municipality may issue a raze order if a building (any building) is deemed unfit for human habitation and unreasonable to repair. This law protects Wisconsinites from danger. It empowers municipalities to protect its residents by allowing municipalities to make determinations of restorability based purely on life safety concerns.

Proposed SB 434 will remove safety as the reason to raze a dwelling and base it on the financial impact it will have on an insurance company. The proposed amendment is specifically designed to put "profits over people," and disregard any concerns over the safety of a dwelling or the potential danger to its occupants.

SB 434 makes no effort to hide this agenda as the only change proposed is in regard to *insured dwellings*. This is because commercial properties are not subject to the "valued policy law." Currently, under the law, insurers have to tender limits if the municipality issues razing orders on an owner-occupied dwelling. These orders may be issued when the damage is 50% of assessed value of the property.

The proposal restricts a municipality from issuing raze orders on damaged dwellings to *70% of insured value*. This not only removes the safety standard but complicates the determination to reduce payouts since insurance companies, under the proposal will make it nearly impossible, to hit this standard to avoid tendering limits as required under the valued policy requirements.

Municipalities must be allowed to make life safety decisions based on the condition of a property, as they have always done. It is unconscionable for any legislature to even consider replacing the standard of safety with a concern for insurance company financials.

Ms. Felzkowski Letter

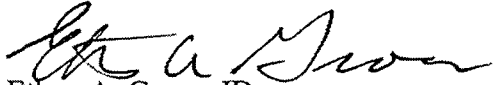
July 16, 2021

Page 2

If we have learned anything from the recent tragedy at Surfside in Florida, where an unsafe building collapsed killing over 100 people, it is that local building officials must be able to make independent determinations as to the condition and safety of structures. This legislation would restrict that ability. If passed, the potential consequences will be catastrophic. The new requirements would create a large gap in the extent of damages that would even trigger a municipalities authority to issue raze orders on uninhabitable dwellings, just because they are insured.

The proposed legislation will result in insured Wisconsin residents being forced to remain in unsafe homes to save insurance companies money. For these reasons, I oppose this legislation and urge that it not be passed. Thank you.

Best regards,



Ethan A. Gross, JD

CEO

Globe Midwest Adjusters International of Wisconsin

cc: via electronic mail only

Senator Rob Stafsholt

Senator John Jagler

Senator Lena Taylor

Senator Janis Ringhand

Senator Joan Ballweg

Senator Janet Bewley

Senator John Jagler

Senator Steve Nass

Senator Duey Strobel

Rep. Magnifici

Rep. Doyle

Rep. Drake

Rep. Duchow

Rep. Myers

Rep. Murphy

Rep. Novak

Rep. Petersen

Rep. Schraa

Rep. Steffan

Rep. Stubbs

Rep. Tauchen

Rep. Vruwink

Rep. Loudenbeck

From: Alexander Jadin <ajadin@sjjlawfirm.com>
Sent: Thursday, July 15, 2021 3:53 PM
To: Sen.Felzkowski <Sen.Felzkowski@legis.wisconsin.gov>
Cc: Andrew Niederluecke <aniederluecke@sjjlawfirm.com>
Subject: Opposition to Bill Senate Bill 434

Dear Committee Chair Felzkowski and whom it may concern:

We are writing to strongly urge you not to schedule a public hearing to amend Senate Bill 434 (hereinafter referred to as “the bill”) and to register our law firm, Smith Jadin Johnson, PLLC against the bill. Our firm represents property owners in Wisconsin as well as the Midwest in real estate, construction, and first-party insurance disputes. As such, we have years of experience representing homeowners in disputes and are familiar with their needs. The bill endangers the rights Wisconsin homeowners have held for one hundred years, limits a municipality’s ability to ensure effective governance of its citizens based on unrealistic benchmarks for razing a home, and concentrates the power to raze a house in the hands of the insurance companies who are adversarial to a homeowner’s collection rights on insured properties that must be razed.

The Current Standard

The bill in its current format has two necessary conditions that must be satisfied for a building to be deemed fit to be razed. The residence must be (1) unfit for human habitation and (2) over 50 percent of the buildings insured value must be considered to be lost based on a covered loss under the insurance policy. Failure to satisfy either of these conditions means that a municipality cannot deem the building as fit to be razed. These conditions do not seem to be a hurdle because they seem to go hand in hand but in fact, they are not coextensive and create an already sufficient burden of proof to deem a building fit to be razed under the bill. In Legalese they are necessary but insufficient conditions. A building that has suffered damage to 50 percent of its insured value may in many instances still be fit for human habitation.

Why Changes to the Burden of Proof Under the Law are Unnecessary

The cost to build a home in Wisconsin is between 220,000 and 400,000 depending on average depending on several factors related to construction (*“Learn How Much It Costs to Build a House.” HomeAdvisor, www.homeadvisor.com/cost/architects-and-engineers/build-a-house/#state.”*) There are however several common elements to every home. To reach 50 percent of damage a covered dwelling could have many different things replaced:

Land & Site Work	3% - 8%	\$5,000 - \$38,000
Foundation	10% - 15%	\$16,600 - \$72,000



Attorney Joshua M. Greatsinger, 920-645-6231 | jgreatsinger@mgwlawwi.com
Megan Marver (920) 645-6212 | mmarver@mgwlawwi.com

July 21, 2021

VIA ELECTRONIC MAIL ONLY

Senate Committee on Insurance, Licensing and Forestry
Wisconsin State Capitol
PO Box 7882
Madison, WI 53707


RE: Opposition to Senate Bill 434

Dear Senators:

We are Mayer, Graff & Wallace LLP, a law firm based in Manitowoc, Wisconsin that serves homeowners and policyholders throughout the state. We write in opposition to Senate Bill 434 ("SB 434" or the "bill"), which needlessly increases the burden on municipalities while also adversely impacting Wisconsin homeowners in the context of issuing a raze order. The only beneficiaries of the proposed bill are insurance companies, not your constituents.

The current version of Wis. Stat. § 66.0413 allows a municipality to issue a raze order for a building that is deemed unfit for human habitation and unreasonable to repair. A building is presumed unreasonable to repair if a municipal "building inspector or designated officer determines that the cost of repairs of a building [...] would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value as last published by the department of revenue for the municipality within which the building is located[.]" This formula makes sense because it is based on the value the municipal or state government has designated for the specific property and is used when a property tax is levied by the government. The current statute also affords municipalities much discretion to determine when damaged or dilapidated buildings pose a danger to their citizens and should be demolished. The statute as enacted also allows homeowners, lenders and insurers to challenge such orders if there is a legitimate disagreement about the reasonableness of the repairs.

The proposed bill undermines the purpose of the current statute and Wisconsin's valued policy law by stripping municipalities of their autonomy and discretion, altering the longstanding formula from 50 percent of the assessed value to 70 percent of the *insured* valued, and enacting onerous regulations for a municipality to follow before it can issue a raze order. For example, municipalities notified that a

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John F. Mayer | Ryan R. Graff | Justin F. Wallace | Thomas A. Van Horn | Joshua M. Greatsinger

Katherine T. Mayer | Travis L. Yang | Erik B. Eisenheim



damaged property may be covered by insurance would be required to provide a separate notice of intent to issue a raze order, consider “certain materials submitted to it” that assist in establishing the extent of damage or cost of repairs, “assess the extent of covered damage,” among taking other actions before an actual raze order could be issued. While municipalities are better positioned to speak to the additional costs of enacting these measures—a fact that seems to have been glossed over by those presenting this bill, the other obvious issue with these proposed requirements is that building inspectors or other designated officials would now need to be trained to review and interpret insurance policies so that they could accurately “assess the extent of *covered* damage” which is defined as “damage that is covered by an insurance policy.” Our firm routinely deals with insurance claims where even the insured and the insurance company cannot agree on the scope of “covered damage” over the course of a year or more and yet municipalities will be expected to interject themselves into that discussion while taking in information from both sides and ultimately deciding which party has presented a more reasonable scope of damage and cost of repairs. The proposed bill imposes a burden on our municipal building inspectors and other officials to act as claim adjusters, appraisers or even judges when assessing and interpreting insurance policies and often competing estimates and information from insureds and insurers.

To fully understand the negative impact of the bill, one must also be familiar with the valued policy law codified in Wis. Stat. § 632.05(2). The valued policy law states when a residence that is owned and occupied by an insured is “wholly destroyed” without criminal fault on the insured’s part, “the amount of loss shall be taken conclusively to be the policy limits of the policy insuring the property.” The valued policy law serves two purposes: “to discourage owners from over-insuring property while simultaneously thwarting insurers from collecting excessive premiums.” Seider v. O’Connell, 2000 WI 76, ¶ 54, 236 Wis. 2d 211, 237, 612 N.W.2d 659, 672. While the proposed bill would continue to discourage homeowners from over-insuring their property, it would actually incentivize insurance companies to do so and collect excessive premiums.

To demonstrate, picture a 1,200 sq. ft. house worth \$150,000 in rural Wisconsin. An insurance company issues a replacement cost policy with dwelling limits of \$270,000. The house later sustains damage, whether from a fire, wind or storm event, or some other peril typically covered by insurance. Now assume the cost to repair the house is \$155 per square foot. Based on those figures, the cost to rebuild the entire home would be approximately \$186,000. This means, the entire home could be destroyed and the cost to rebuild would still be less than 70 percent of the *insured* value ($\$270,000 \times 0.70 = \$189,000$). In this hypothetical, a raze order could never be issued and the valued policy law may never be triggered. The municipality would never be able to act to protect its citizens from a building unsafe and unfit for habitation and the insured would never be able to recoup the \$84,000 in excess coverage for which she paid premiums. Meanwhile, the insurance company would have no downside to inflating policy limits in this fashion in the future. While insurance companies may fault policyholders for over-insuring their properties, the truth is that insurance companies control the policy limits, not the insureds.

In sum, the current statute empowers municipalities to take action when a building is dilapidated or damaged and is unfit for habitation and unreasonable to repair based on its own assessment of what the building is worth and what the repairs would cost. The proposed bill seeks to limit this municipal discretion to protect the bottom line of insurance companies that over-insure residential properties. The effect is a tangle of red tape that will delay and often prohibit the state or local government from issuing



a raze order and prevent policyholders from obtaining the full benefits of their policies under the valued policy law. More, the bill will lead to municipalities becoming involved in coverage and cost of repair disputes with no clear directives on how to expediently and efficiently resolve them. One can only imagine the impact this will have on litigation involving first-party property damage claims and the need to involve municipalities in those proceedings to understand the extent of their investigation and decision-making where a raze order was considered or issued.

For the foregoing reasons, our firm strongly opposes SB 434 and urges this committee to vote it down.

Respectfully,

Electronically Signed by Joshua M. Greatsinger

By: Joshua M. Greatsinger

JMG/mm
cc (via electronic mail only):
Senator Mary Felzkowski
Senator Rob Stafsholt
Senator John Jagler
Senator Lena Taylor
Senator Janis Ringhand
Senator Joan Ballweg
Senator Janet Bewley
Senator John Jagler
Senator Steve Nass
Senator Duey Strobel
Rep. Magnifici
Rep. Doyle
Rep. Drake
Rep. Duchow
Rep. Myers
Rep. Murphy
Rep. Novak
Rep. Petersen
Rep. Schraa
Rep. Steffan
Rep. Stubbs
Rep. Tauchen
Rep. Vruwink
Rep. Loudenbeck

STATE OF WISCONSIN

CIRCUIT COURT

PORTAGE COUNTY

GILBERT AND MARTHA OLIVAREZ
5611 Arpin-Hansen Rd
Arpin, Wisconsin

Plaintiffs,

vs.

SENECA, SIGEL MUTUAL INSURANCE COMPANY
SANDY SEIFERT, Registered Agent
6541 East Cameron Ave
Vesper, Wisconsin
Defendant.

BR3
Case No: 14CV204
Code No: 30303

CIRCUIT COURT PORTAGE COUNTY, WI
FILED

JUL 08 2014

CLERK OF COURTS

SUMMONS

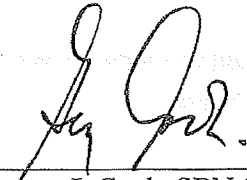
THE STATE OF WISCONSIN, to the above named defendant:

You are hereby notified that the plaintiffs named above have filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of this legal action. Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Portage County Courthouse, 1516 Church Street, Stevens Point, Wisconsin, 54481, and to plaintiffs' attorneys Greg Cook Law Offices, S.C., whose address is 309 No. Water Street, Suite 160, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A

judgment may be enforced as provided by law. A judgment awarding money become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 2nd day of July, 2014.

By: 
Gregory J. Cook, SBN 1016975
Greg Cook Law Offices, S.C.

P.O. ADDRESS:
309 No. Water St.
Suite 160
Milwaukee, WI 53202
Telephone: (414) 224-5100

STATE OF WISCONSIN

CIRCUIT COURT

PORTAGE COUNTY

GILBERT AND MARTHA OLIVAREZ
5611 Arpin-Hansen Rd
Arpin, Wisconsin

Plaintiffs,

vs.

SENECA, SIGEL MUTUAL INSURANCE COMPANY
SANDY SEIFERT, Registered Agent
6541 East Cameron Ave
Vesper, Wisconsin
Defendant.

BK3
Case No: 14CV204
Code No: 30303

CIRCUIT COURT PORTAGE COUNTY, WI
FILED

JUL 0 8 2014

COMPLAINT

CLERK OF COURTS

Now come the plaintiffs, by their attorney Greg Cook Law Offices, S.C., and as and for a complaint against the defendant allege and show to the Court as follows:

1. That the plaintiffs Gilbert and Martha Olivarez are married residents of the state of Wisconsin currently residing at the address listed in the caption above. At all times material hereto, they have been the joint owners of certain real and personal property located at their address which was insured for loss by casualty including fire under an insurance contract with the named defendant insurance company and which was in full force and effect on March 12, 2014.
2. That the defendant Seneca, Sigel Mutual Insurance Company [Hereafter referred to as Seneca] is a Wisconsin insurance company licensed to do business in this state and whose authorized agent for acceptance of service of process is listed in the caption

above. At all times material hereto, the defendant has performed and continues to perform substantial and not isolated business activities in Portage County which establishes proper venue for this litigation.

3. Seneca issued a policy of insurance covering the Olivarez property in Arpin, Wisconsin for casualty loss including fire covering all structures and personal property. The residence at this address was owned and occupied by the plaintiffs and used primarily as their dwelling. They had resided in this structure for years before it was destroyed by fire on March 12, 2014.
4. On March 12, 2014 an accidental fire originating in the basement caused severe damage by smoke and heat to the home. The fire occurred without criminal fault on behalf of anyone.
5. The Olivarez's promptly notified Seneca of the fire loss. Seneca hired out experts of its choosing for the removal of personal belongings for cleaning and storage, and hired experts to estimate the cost of repairs. Both experts were allowed access to the home. The intense smoke damage that had permeated the personal and real property adversely affected efforts toward restoration of the property.
6. The plaintiffs became concerned when Seneca insisted on re-use of their property that was not able to be restored. One of the experts hired by Seneca advised that some of the property could not be restored or cleaned to satisfaction but was nevertheless instructed by Seneca to do so despite objective evidence that the property was non-salvageable.

7. Following the fire, the plaintiffs obtained bids by qualified contractors and with their expert, and filled out a proof of loss based on the destroyed property and cost of repairs. While they provided proper documentation and submitted it to Seneca, the defendant nevertheless refused to accept the form, misrepresenting terms within its own policy in order to foster delay by insisting the proof of loss be done on its own forms and rejecting the documentation because it was not sent by US Mail.
8. Seneca refused to provide reasonable assistance during the claim, such as denial of sorely needed benefits such as cost of living to the plaintiffs, never providing proper forms or clear instructions, and misleading or contradictory communications. The plaintiffs were subjected to unwarranted demands, misrepresentations as to their rights under the policy, and continued delay tactics by Seneca.
9. Seneca refuse to acknowledge to the plaintiffs that they were entitled to recover for a total loss because the home was issued a raze order by the local building inspector. The plaintiffs are entitled to receive the face value of their coverage for the dwelling by virtue of the valued policy law because a raze order was issued by the local building inspector on May 22, 2014.
10. After issuance of the order, Seneca was obligated by law to pay the limits within 30 days or file an appeal. It did neither.
11. Instead, Seneca attempted to exert undue influence on the building inspector by contacting her advising that the plaintiff's expert had acted improperly in order to

obtain raze order. This was untrue and Seneca knew or should have known it when the allegation was made.

12. In truth, Seneca had submitted incomplete reports from its own experts in order to influence the outcome by lowballing the cost of repairs. It has repeatedly demanded that the plaintiff provide additional unnecessary cost of repair estimates and threatened the plaintiffs with loss of benefits for failure to do so.
13. Despite being advised by legal counsel that re-use of any non-damaged building structures cannot be deducted from the policy limit, Seneca nevertheless attempted to convince the inspector to deduct this cost saving from her estimate in order to avoid paying the policy limits.
14. Seneca advised the building inspector that paying out policy limits on this claim would raise a precedent that would have a negative effect.
15. Seneca revealed that it follows a practice of repairing damaged structures on its claims even though the damage had exceeded 50% of value. Seneca tried to improperly influence the inspector to rescind the raze order. This was done without any basis in fact and in truth since the accurate property estimates for the structure well exceeded the threshold requiring the home to be razed. Seneca knew its estimates had been rejected for that reason.
16. Seneca continued to assert the low ball estimates in order to deny benefits for the plaintiffs. Seneca attempted to mislead the plaintiff into believing the building inspector had reconsidered in order to demand an estimate from the plaintiff's expert.

17. When some of the plaintiffs' personal property that had been cleaned as best as possible [or were not yet determined to be cleanable by the company Seneca hired] needed to be relocated to storage, Seneca refused to release them to the plaintiffs.
18. Seneca placed its own lock on the storage facility and told the plaintiffs they would not be allowed access to any of their property unless they signed a release for payment well below their actual loss. Seneca has refused plaintiff's expert access to personal property thus preventing accurate accounting and calculation for the true value of the loss.
19. With regard to the duty to pay policy limits on the structure following the raze order, Seneca improperly asserted that it was still entitled to an appraisal of the loss under its policy which is contrary to well-established law.
20. Seneca's legal counsel knowingly misrepresented the law to the plaintiffs and their expert by insisting on appraisal when Seneca knew or should have known that the raze order constitutes a total loss and required Seneca to pay its benefits for the structure promptly.
21. Semeca's counsel attempted to justify the appraisal process when Seneca knew or should have known that because it had locked up the property and refused access unless they signed a release, it effectively prevented the appraisal process contrary to rules of fair claim handling under the Wisconsin Administrative Code.

22. Seneca through its counsel falsely misrepresented that the Raze order was “held open” until at least September 1, 2014. Actually, the raze order, which is attached to this complaint as **Exhibit A**, requires that the property be completely removed and the site be cleaned by September 1. The raze order remains in effect and Seneca knew that fact when the misrepresentation was made.
23. At the time Seneca denied benefits under the valued policy law Seneca knew or knew or should have known that the plaintiffs were entitled to full benefits for the loss to the structure and failure to pay on a timely basis constitutes breach of contract; further, upon information and belief, it is likely the plaintiffs will prevail on the breach of contract at trial. The Brethorst test will be met following a pre-trial court evidentiary hearing.
24. The damage to the residence was a total loss because the cost of repairs exceed 50% of the value. Under Wisconsin’s Valued Policy law, the face value of the insurance policy must be paid.
25. Once the raze order is issued, the property is deemed a total loss by operation of law. Seneca knew this yet continued to assert the right to appraisal which is contrary to the rights of the plaintiffs.
26. The Proof of Loss duly filed by the Olivarez’ has not been paid and remains due and owing with statutory interest running at 12% pursuant to Wisconsin Statute.
27. Seneca has submitted repair costs with experts of its choosing that are incomplete. It began demolition and rebuilding work before a building permit was issued in an effort to influence the building inspector that the property was repairable.

28. Seneca knew or should have known that its expert reports falsely understated the cost of repair by excluding obvious items. After having this pointed out by plaintiff's expert, Seneca still insisted it was entitled to appraisal under the policy.
29. Seneca threatened the plaintiffs with loss of benefits for failure to comply with policy provisions at various times after the loss, all of which were unfounded and done in an attempt to intimidate plaintiffs and force them to close the case.
30. Seneca's counsel engaged in intimidation tactics by alleging that plaintiffs' expert was acting inappropriately, all of which was untrue.
31. Seneca has engaged in a pattern of delay and obfuscation during the entire process and has refused to pay benefits which are now due, including clean up, loss of use, loss of personal property and loss of their home paid under the valued policy law.
32. The plaintiffs were required to retain independent counsel to represent them in this matter to protect their rights and are entitled to recovery of attorney fees and costs in prosecution of this claim.
33. The acts of Seneca in delaying and denying to pay this fire loss further constitutes bad faith and will subject it to the possibility of incurring extra-contractual damages. The defendant recklessly acted contrary to the rights of the plaintiffs without an objective basis to do so. Seneca's willful conduct in denying their rights under insurance contract subjects it to punitive damages as well.
34. As a result of the breach of contract and the bad faith of Seneca, the plaintiffs have been deprived of the proceeds of the loss, which should have been paid out under the Valued Policy law in Wisconsin. They have incurred delay in reconstruction and

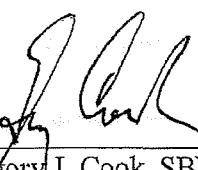
incurred other expenses they would not normally have incurred had the claim been paid on a timely basis, including expert and attorney fees.

35. The plaintiffs are entitled to 12% interest 30 days from the date of their proof of loss which was improperly rejected as well as reimbursement of interest payments made on their mortgage since that date.
36. The plaintiffs will continue to incur damages recoverable under the claims they have alleged against the defendant if proven.

WHEREFORE the plaintiffs demand the following:

- A. Judgment in their favor for the entire policy limits under their fire insurance policy for loss of structure, for personal property, for loss of use and other benefits denied to them.
- B. Extra contractual damages for attorney fees, other costs, and expert expenses for bad faith conduct.
- C. Punitive damages.
- D. Statutory interest at 12% by Wisconsin Statute.
- E. For the costs and disbursements of this case.

Dated this 2nd day of July, 2014.

By: 
Gregory J. Cook, SBN 1016975
Greg Cook Law Offices, S.C.

P.O. ADDRESS:
309 No. Water St.
Suite 160
Milwaukee, WI 53202
Telephone: (414) 224-5100

**NOTICE AND ORDER TO RAZE BUILDING
PURSUANT TO SEC. 66.0413, WIS STATS.**

TO: Owner: Gilbert & Martha Olivarez

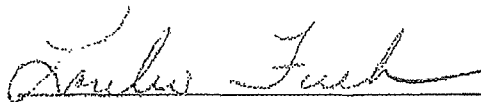
RE: Address: 5611 Arpin-Hansen Road, Arpin, Wisconsin 54410
Parcel ID - 0800036, Lot 1 Wood CO C.S.M. #2613

I, Lorelei Fuehrer, Building Inspector for the Town of Hansen, Wisconsin, hereby notify you as the owner of the above described premises, which, in accordance with my inspection, the building located thereon was found to be so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use, and that I further found it would be unreasonable to repair the same in that the cost of such repairs would exceed 50% of the assessed value of such building divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue, and that in view of such findings, I hereby order you pursuant to sec. 66.0413(1)(b), Wis. Stats., to raze and remove such building and to restore the site to a dust free and erosion free condition by no later than September 1, 2014.

I have based this decision upon estimates from contractors in good standing in the Central Wisconsin area and in collaboration with the Town of Hansen.

Dated: May 22, 2014

BY THE ORDER OF THE BUILDING INSPECTOR



Lorelei Fuehrer, Building Inspector

Town of Hansen



FILED
03-02-2018
John Barrett
Clerk of Circuit Court
2018CV001792
Honorable William
Sosnay-08
Branch 08

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

Thomas J. Schwarzenberger
10691 65th Street
Chippewa Falls, WI 54729

Plaintiff,

Case No:
Code: 30303

Vs

AMERICAN FAMILY INSURANCE COMPANY
c/o Registered Agent
CORPORATION SERVICE COMPANY
8040 EXCELSIOR DR STE 400
MADISON, WI 53717

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Milwaukee County Courthouse, 901 N 9th St., Milwaukee, WI 53233-1425, and to Gregory J. Cook

Plaintiff's attorney, whose address is Greg Cook Law Offices, S.C., 309 N. Water Street, Suite 160, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 28th day of February, 2018.

GREG COOK LAW OFFICES, S.C.
Attorneys for Plaintiff

By: electronically signed by Gregory J. Cook
Gregory J. Cook, State Bar No. 1016975

P.O. Address
309 N. Water Street
Suite 160
Milwaukee, WI 53202
(414) 224-5100
(414) 224-5105 (FAX)

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

Thomas J. Schwarzenberger
10691 65th Street
Chippewa Falls, WI 54729

Plaintiff,

Case No:
Code: 30303

Vs

AMERICAN FAMILY INSURANCE COMPANY
c/o Registered Agent
CORPORATION SERVICE COMPANY
8040 EXCELSIOR DR STE 400
MADISON, WI 53717

Defendant.

COMPLAINT

NOW COMES the Plaintiff, Thomas J Schwarzenberger, by his attorneys Greg Cook Law Offices, S.C., and as and for a Complaint against the above-named defendants alleges and show to the Court as follows:

1. Thomas J Schwarzenberger, is an adult resident of the state of Wisconsin residing in Chippewa Falls, Wisconsin at the above-stated address at the time of this loss.
2. American Family Mutual Insurance Association is a foreign insurance company doing business in the State of Wisconsin with a mailing address in this state as 6000 American Parkway, Madison, Wisconsin 53783. American Family does substantial but not isolated business in Milwaukee County and on that basis, venue is proper.

3. At all times material to the facts of this case, American Family had issued a policy of homeowner's insurance to the plaintiff covering the dwelling he owned which was in full force and effect on March 4th, 2017. The plaintiff paid premiums for coverage of his dwelling for damage caused by fire, one of the specifically covered perils in the policy.
4. On March 4th, 2017 the plaintiff's dwelling sustained extensive damage due to fire. The fire was of accidental causation having originated in the basement. Damage included structural members and floor joists with heat and smoke damage throughout. The undisputed cost to replace the structure was determined by American Family to be \$126,815. This exceeded the assessed value of the structure.
5. American Family adjusters assigned to the file raised questions about the plaintiff's employment and marital status several days after the fire when discussing the matter with his relatives. American Family asked family members if the plaintiff was depressed and if he started the fire. These inquiries were done before any cause and origin analysis had been completed.
6. Investigators retained by American Family spent the month of March and beyond investigating the fire. Based on the early statements made to the plaintiff and his family, the plaintiff retained a public adjuster to represent him in the adjustment of the loss.
7. American Family engineering experts advised the plaintiff that it was not recommended to re-build the structure based on the concern that the smoke smell could not be completely removed. Plaintiff received opinions from his own experts who concurred and stated that the home was a total loss.
8. On June 15, 2007 the Chippewa County Department of Public Health issued a Health Order and Placard for the dwelling structure and determined it to be in violation of applicable

ordinances, concluding that the entire structure had smoke and fire damage to various degrees, that it was not properly secured and in need of complete renovation. If that was impossible, the department ordered the home removed for use. This order was never rescinded.

9. The public adjuster for the plaintiff approached the building inspector for the Township of Howard and asked him to review the structure. The inspector concluded that the property qualified for a raze since the cost of repairs exceeded the assessed value by more than 50%, in fact they exceeded the assessed value.
10. However, the public adjuster learned that the fire chief directed the building inspector not to issue a raze order because the insurance industry had instructed public officials not to get involved in the adjustment of losses but to "let the folks fight it out on their own."
11. Efforts by the public adjuster to work with the building inspector in obtaining a raze order were unsuccessful, even though American Family adjusters indicated that the defendant would pay the applicable limits of the policy to the full extent only if a raze order was issued.
12. The structure has now been razed and a new structure is being completed. The structure was wholly destroyed by fire under the definition of applicable Wisconsin Statutes and the defendant is obligated to pay full limits.
13. There are other coverages which remain unresolved at this time due to delays in completion and returned personal property that could not be adequately restored.
14. American Family is in breach of its contract because it has failed or refused to pay the remaining coverages due under its contract with the plaintiff. The plaintiff is forced to commence this action due to the one year statute of limitations contained in the contract.

15. At this time, it is unknown whether American Family failed to act in good faith in resolving the matter by not paying out full coverages due; discovery is required to determine the nature and extent of its involvement with the Town of Howard and/or the fire chief and therefore the plaintiff reserves the right to amend the complaint if it becomes necessary to allege further claims if bad faith is determined to have occurred.
16. The plaintiff demands full benefits due under his policy with American Family based on the proof of loss filed previously.

Wherefore the plaintiff demands judgment as follows:

- a. For judgment against the defendant for breach of contract.
- b. For interest under Wis. Stats. 628.46 from 30 days following the submission of the proof of loss until paid.
- c. For the costs and disbursements of the action
- d. For any other relief the court may deem just and equitable.

Dated at Milwaukee, Wisconsin this 28th day of February, 2018.

GREG COOK LAW OFFICES, S.C.

By: Electronically signed by Gregory J. Cook

Gregory J. Cook, State Bar No. 1016975

P.O. Address

309 N. Water Street
Suite 160
Milwaukee, WI 53202
(414) 224-5100
(414) 224-5105 (FAX)

FILED
01-09-2019
John Barrett
Clerk of Circuit Court
2019CV000209
Honorable Stephanie
Rothstein-25
Branch 25

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

Cody Christopherson
1462 Shoreland Lane
Hubertus, WI 53033

Plaintiff,

Vs.

Case No:
Case Code: 30106

American Strategic Insurance Corporation
c/o National Registered Agents Inc.
301 S. Bedford St, Ste 1
Madison, WI 53703

Defendant.

SUMMONS

THE STATE OF WISCONSIN:

To each person or entity named above as a defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Milwaukee County Courthouse, 901 N 9th St., Milwaukee, WI 53233-1425, and to Gregory J. Cook, plaintiff's attorney, whose address is Greg Cook Law Offices, S.C., 309 N. Water Street, Suite 160, Milwaukee, WI 53202. The answer can be e-filed to the Milwaukee County Circuit Court. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of January, 2019.

Electronically signed by:
Gregory J. Cook, SBN 1016975
Greg Cook Law Offices, S.C.

P.O. ADDRESS:

309 No. Water St.
Suite 160
Milwaukee, WI 53202
Telephone: (414) 224-5100

FILED
01-09-2019
John Barrett
Clerk of Circuit Court
~~2019CV000209~~
Honorable Stephanie
Rothstein-25
Branch 25

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

Cody Christopherson
1462 Shoreland Lane
Hubertus, WI 53033

Plaintiff,

Vs.

American Strategic Insurance Corporation
c/o National Registered Agents Inc.
301 S. Bedford St, Ste 1
Madison, WI 53703

Defendant.

Case No:

Case Code: 30106

COMPLAINT

NOW COMES the Plaintiff, Cody Christopherson by his attorneys Greg Cook Law Offices, S.C., and alleges to the Court as follows:

1. Cody Christopherson is an adult resident of the state of Wisconsin whose legal address is set forth in the caption of this case.
2. American Strategic Insurance Corporation is a foreign insurance company whose agent for service of process is identified in the caption of this case. At all times material to the facts of this case, it issued a policy of insurance to the plaintiff providing indemnity for losses sustained by weather. The policy was underwritten for his residence located in Hubertus, and identified in the caption; it was in full force and effect during the year 2018.
3. On two separate occasions, constituting two separate occurrences for insurance coverage, the residence of the plaintiff was damaged by falling trees. On June 5, 2018, the plaintiff arrived home from work and saw that a tree had snapped and fell on his home. He ran inside, grabbed personal possessions, his dog, and exited immediately.

4. The plaintiff then called his insurance agent but received no response; he located the phone number for Progressive Home Advantage, the trade name used by Progressive Insurance to market the policy. The policy is underwritten by the defendant.
5. Plaintiff was on the phone with Progressive for approximately 30 minutes and was advised that his claim was received.
6. On June 6, 2018 Chris Holzem, an Independent claims adjuster and agent for the defendant, came to the residence for an inspection. The plaintiff was also present.
7. Holzem warned the property was uninhabitable upon his inspection because of the broken plumbing exhaust causing a sewer gas danger.
8. Holzem requested copies of pictures of the tree / loss. The plaintiff sent by text about 20 pictures the plaintiff had taken. Holzem did not provide any pictures he had taken.
9. Michael Ortega, an out of state employee of the defendant, communicated by phone in the following weeks. He told the plaintiff there would be no coverage for the tree removal costs. He did not offer or explain alternative living expense coverage, only inquiring where the plaintiff would be staying. The plaintiff had no alternative residence to live nor did he have the funds to rent an additional location because he was already paying his mortgage on the damaged residence. Because no funds were initially forwarded to the plaintiff, he was forced to find a place to board his dog while staying at a series of locations where he had asked permission from various friends and relatives to sleep on their couches.
10. The plaintiff received no satisfaction from the defendant to assist him in processing the claim. The defendant kept assigning different adjusters for the loss which caused unnecessary delays.

11. On August 28, 2018 a second tree fell on the plaintiff's residence. The damage snapped roof rafters which compromised the stability of the structure. The second claim was reported but delay continued. The plaintiff was compelled to hire a public adjuster to assist in obtaining the insurance benefits to which he was entitled. Payment for the first loss has partially been paid.

12. Based on the second occurrence, the property was inspected by the Village of Richfield. On November 21, 2018 the building inspector issued a Raze order, prescribed under Wisconsin law, which concluded that due to damage from the trees, the property was unsafe, and that the cost of repairs was unreasonable when compared to the assessed value. This order was sent to the defendant on December 4, 2018 by plaintiff's public adjuster.

13. During the time he was not afforded ALE, the plaintiff became depressed due to the delays and eventually required hospitalization. Unable to work, he was fired from his job.

14. The plaintiff suffered severe emotional distress, due to the action/inaction of the defendant. He has been prescribed medications. He has suffered loss of income.

15. The defendant has had the Raze order in its possession since December 4, 2018, more than 30 days. The statutory time for challenging the order has expired.

16. The defendant has failed to promptly acknowledge pertinent communications with respect to this claim arising under its policy. It has failed to properly initiate and conclude claims investigation with all reasonable dispatch.

17. Throughout this time, it has failed to provide necessary claims forms, instructions and reasonable assistance to the plaintiff.

18. The defendant misrepresented to plaintiff pertinent facts or policy provisions relating to the coverages involved including but not limited to denial of coverage for tree removal until the

plaintiff was compelled to hire his own adjuster; it failed to advance funds to allow the plaintiff to find a suitable place to live during the critical time period following the loss.

19. The defendant has failed to affirm coverage of the total loss due to the Raze order within a reasonable time after the total loss was submitted.

20. The defendant misrepresented pertinent relevant policy provisions relating to coverages involved. Throughout the loss, it failed to make provision for adequate claims handling personnel, systems and procedures to effectively service the claim in this state.

21. All of these acts constitute a lack of good faith and fair dealing, hence have been performed in bad faith.

22. The conduct of the defendant has caused the plaintiff to be deprived from the rights he is entitled to for the insurance coverage he purchased, caused extra-contractual damages, and caused severe emotional distress resulting in loss of employment and medical treatment, all to his damages.

23. To date the defendant has paid approximately \$10,000 in conceded coverage. The plaintiff has suffered a total loss of the dwelling and most of his personal possessions.

Wherefore the plaintiff demands judgment as follows:

- a. For judgment against the defendant for all attendant coverages not paid to date.
- b. For all consequential damages proven at trial.
- c. For interest under Wis. Stats. 628.46 as required under Wisconsin Law.
- d. For extra-contractual damages including punitive damages and attorney fees to be determined by the court.
- e. For any other relief the court may deem just and equitable.

Dated at Milwaukee, Wisconsin this 9th day of January, 2019.

Electronically signed by Gregory J. Cook
GREG COOK LAW OFFICES, SC
Attorneys for Plaintiffs
Gregory J. Cook, SBN 1016975

P.O. Address:

Greg Cook Law Offices, S.C.
The Renaissance on Water
309 N. Water Street, Suite 160
Milwaukee, WI 53202
(414) 224-5100
(414) 224-5105

STATE OF WISCONSIN

CIRCUIT COURT

PORTAGE COUNTY

GILBERT AND MARTHA OLIVAREZ

5611 Arpin-Hansen Rd

Arpin, Wisconsin

Plaintiffs,

vs.

SENECA, SIGEL MUTUAL INSURANCE COMPANY

SANDY SEIFERT, Registered Agent

6541 East Cameron Ave

Vesper, Wisconsin

Defendant.

BR3
Case No: 14CV204
Code No: 30303

CIRCUIT COURT PORTAGE COUNTY, WI
FILED

JUL 0 8 2014

CLERK OF COURTS

SUMMONS

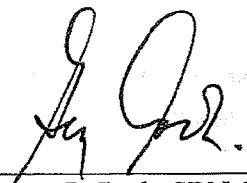
THE STATE OF WISCONSIN, to the above named defendant:

You are hereby notified that the plaintiffs named above have filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of this legal action. Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Portage County Courthouse, 1516 Church Street, Stevens Point, Wisconsin, 54481, and to plaintiffs' attorneys Greg Cook Law Offices, S.C., whose address is 309 No. Water Street, Suite 160, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A

judgment may be enforced as provided by law. A judgment awarding money become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 2nd day of July, 2014.

By: 
Gregory J. Cook, SBN 1016975
Greg Cook Law Offices, S.C.

P.O. ADDRESS:
309 No. Water St.
Suite 160
Milwaukee, WI 53202
Telephone: (414) 224-5100

GILBERT AND MARTHA OLIVAREZ
5611 Arpin-Hansen Rd
Arpin, Wisconsin

Plaintiffs,

vs.

BK3
Case No: 14CV204
Code No: 30303

SENECA, SIGEL MUTUAL INSURANCE COMPANY
SANDY SEIFERT, Registered Agent
6541 East Cameron Ave
Vesper, Wisconsin
Defendant.

CIRCUIT COURT PORTAGE COUNTY, WI
FILED

JUL 0 8 2014

COMPLAINT

CLERK OF COURTS

Now come the plaintiffs, by their attorney Greg Cook Law Offices, S.C., and as and for a complaint against the defendant allege and show to the Court as follows:

1. That the plaintiffs Gilbert and Martha Olivarez are married residents of the state of Wisconsin currently residing at the address listed in the caption above. At all times material hereto, they have been the joint owners of certain real and personal property located at their address which was insured for loss by casualty including fire under an insurance contract with the named defendant insurance company and which was in full force and effect on March 12, 2014.
2. That the defendant Seneca, Sigel Mutual Insurance Company [Hereafter referred to as Seneca] is a Wisconsin insurance company licensed to do business in this state and whose authorized agent for acceptance of service of process is listed in the caption

above. At all times material hereto, the defendant has performed and continues to perform substantial and not isolated business activities in Portage County which establishes proper venue for this litigation.

3. Seneca issued a policy of insurance covering the Olivarez property in Arpin, Wisconsin for casualty loss including fire covering all structures and personal property. The residence at this address was owned and occupied by the plaintiffs and used primarily as their dwelling. They had resided in this structure for years before it was destroyed by fire on March 12, 2014.
4. On March 12, 2014 an accidental fire originating in the basement caused severe damage by smoke and heat to the home. The fire occurred without criminal fault on behalf of anyone.
5. The Olivarez's promptly notified Seneca of the fire loss. Seneca hired out experts of its choosing for the removal of personal belongings for cleaning and storage, and hired experts to estimate the cost of repairs. Both experts were allowed access to the home. The intense smoke damage that had permeated the personal and real property adversely affected efforts toward restoration of the property.
6. The plaintiffs became concerned when Seneca insisted on re-use of their property that was not able to be restored. One of the experts hired by Seneca advised that some of the property could not be restored or cleaned to satisfaction but was nevertheless instructed by Seneca to do so despite objective evidence that the property was non-salvageable.

7. Following the fire, the plaintiffs obtained bids by qualified contractors and with their expert, and filled out a proof of loss based on the destroyed property and cost of repairs. While they provided proper documentation and submitted it to Seneca, the defendant nevertheless refused to accept the form, misrepresenting terms within its own policy in order to foster delay by insisting the proof of loss be done on its own forms and rejecting the documentation because it was not sent by US Mail.
8. Seneca refused to provide reasonable assistance during the claim, such as denial of sorely needed benefits such as cost of living to the plaintiffs, never providing proper forms or clear instructions, and misleading or contradictory communications. The plaintiffs were subjected to unwarranted demands, misrepresentations as to their rights under the policy, and continued delay tactics by Seneca.
9. Seneca refuse to acknowledge to the plaintiffs that they were entitled to recover for a total loss because the home was issued a raze order by the local building inspector. The plaintiffs are entitled to receive the face value of their coverage for the dwelling by virtue of the valued policy law because a raze order was issued by the local building inspector on May 22, 2014.
10. After issuance of the order, Seneca was obligated by law to pay the limits within 30 days or file an appeal. It did neither.
11. Instead, Seneca attempted to exert undue influence on the building inspector by contacting her advising that the plaintiff's expert had acted improperly in order to

obtain raze order. This was untrue and Seneca knew or should have known it when the allegation was made.

12. In truth, Seneca had submitted incomplete reports from its own experts in order to influence the outcome by lowballing the cost of repairs. It has repeatedly demanded that the plaintiff provide additional unnecessary cost of repair estimates and threatened the plaintiffs with loss of benefits for failure to do so.
13. Despite being advised by legal counsel that re-use of any non-damaged building structures cannot be deducted from the policy limit, Seneca nevertheless attempted to convince the inspector to deduct this cost saving from her estimate in order to avoid paying the policy limits.
14. Seneca advised the building inspector that paying out policy limits on this claim would raise a precedent that would have a negative effect.
15. Seneca revealed that it follows a practice of repairing damaged structures on its claims even though the damage had exceeded 50% of value. Seneca tried to improperly influence the inspector to rescind the raze order. This was done without any basis in fact and in truth since the accurate property estimates for the structure well exceeded the threshold requiring the home to be razed. Seneca knew its estimates had been rejected for that reason.
16. Seneca continued to assert the low ball estimates in order to deny benefits for the plaintiffs. Seneca attempted to mislead the plaintiff into believing the building inspector had reconsidered in order to demand an estimate from the plaintiff's expert.

17. When some of the plaintiffs' personal property that had been cleaned as best as possible [or were not yet determined to be cleanable by the company Seneca hired] needed to be relocated to storage, Seneca refused to release them to the plaintiffs.
18. Seneca placed its own lock on the storage facility and told the plaintiffs they would not be allowed access to any of their property unless they signed a release for payment well below their actual loss. Seneca has refused plaintiff's expert access to personal property thus preventing accurate accounting and calculation for the true value of the loss.
19. With regard to the duty to pay policy limits on the structure following the raze order, Seneca improperly asserted that it was still entitled to an appraisal of the loss under its policy which is contrary to well-established law.
20. Seneca's legal counsel knowingly misrepresented the law to the plaintiffs and their expert by insisting on appraisal when Seneca knew or should have known that the raze order constitutes a total loss and required Seneca to pay its benefits for the structure promptly.
21. Semeca's counsel attempted to justify the appraisal process when Seneca knew or should have known that because it had locked up the property and refused access unless they signed a release, it effectively prevented the appraisal process contrary to rules of fair claim handling under the Wisconsin Administrative Code.

22. Seneca through its counsel falsely misrepresented that the Raze order was “held open” until at least September 1, 2014. Actually, the raze order, which is attached to this complaint as **Exhibit A**, requires that the property be completely removed and the site be cleaned by September 1. The raze order remains in effect and Seneca knew that fact when the misrepresentation was made.
23. At the time Seneca denied benefits under the valued policy law Seneca knew or knew or should have known that the plaintiffs were entitled to full benefits for the loss to the structure and failure to pay on a timely basis constitutes breach of contract; further, upon information and belief, it is likely the plaintiffs will prevail on the breach of contract at trial. The Brethorst test will be met following a pre-trial court evidentiary hearing.
24. The damage to the residence was a total loss because the cost of repairs exceed 50% of the value. Under Wisconsin’s Valued Policy law, the face value of the insurance policy must be paid.
25. Once the raze order is issued, the property is deemed a total loss by operation of law. Seneca knew this yet continued to assert the right to appraisal which is contrary to the rights of the plaintiffs.
26. The Proof of Loss duly filed by the Olivarez’ has not been paid and remains due and owing with statutory interest running at 12% pursuant to Wisconsin Statute.
27. Seneca has submitted repair costs with experts of its choosing that are incomplete. It began demolition and rebuilding work before a building permit was issued in an effort to influence the building inspector that the property was repairable.

28. Seneca knew or should have known that its expert reports falsely understated the cost of repair by excluding obvious items. After having this pointed out by plaintiff's expert, Seneca still insisted it was entitled to appraisal under the policy.
29. Seneca threatened the plaintiffs with loss of benefits for failure to comply with policy provisions at various times after the loss, all of which were unfounded and done in an attempt to intimidate plaintiffs and force them to close the case.
30. Seneca's counsel engaged in intimidation tactics by alleging that plaintiffs' expert was acting inappropriately, all of which was untrue.
31. Seneca has engaged in a pattern of delay and obfuscation during the entire process and has refused to pay benefits which are now due, including clean up, loss of use, loss of personal property and loss of their home paid under the valued policy law.
32. The plaintiffs were required to retain independent counsel to represent them in this matter to protect their rights and are entitled to recovery of attorney fees and costs in prosecution of this claim.
33. The acts of Seneca in delaying and denying to pay this fire loss further constitutes bad faith and will subject it to the possibility of incurring extra-contractual damages. The defendant recklessly acted contrary to the rights of the plaintiffs without an objective basis to do so. Seneca's willful conduct in denying their rights under insurance contract subjects it to punitive damages as well.
34. As a result of the breach of contract and the bad faith of Seneca, the plaintiffs have been deprived of the proceeds of the loss, which should have been paid out under the Valued Policy law in Wisconsin. They have incurred delay in reconstruction and

incurred other expenses they would not normally have incurred had the claim been paid on a timely basis, including expert and attorney fees.

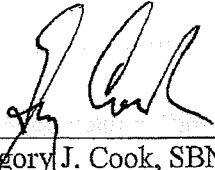
35. The plaintiffs are entitled to 12% interest 30 days from the date of their proof of loss which was improperly rejected as well as reimbursement of interest payments made on their mortgage since that date.

36. The plaintiffs will continue to incur damages recoverable under the claims they have alleged against the defendant if proven.

WHEREFORE the plaintiffs demand the following:

- A. Judgment in their favor for the entire policy limits under their fire insurance policy for loss of structure, for personal property, for loss of use and other benefits denied to them.
- B. Extra contractual damages for attorney fees, other costs, and expert expenses for bad faith conduct.
- C. Punitive damages.
- D. Statutory interest at 12% by Wisconsin Statute.
- E. For the costs and disbursements of this case.

Dated this 2nd day of July, 2014.

By: 
Gregory J. Cook, SBN 1016975
Greg Cook Law Offices, S.C.

P.O. ADDRESS:
309 No. Water St.
Suite 160
Milwaukee, WI 53202
Telephone: (414) 224-5100

**NOTICE AND ORDER TO RAZE BUILDING
PURSUANT TO SEC. 66.0413, WIS STATS.**

TO: Owner: Gilbert & Martha Olivarez

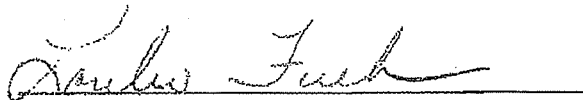
RE: Address: 5611 Arpin-Hansen Road, Arpin, Wisconsin 54410
Parcel ID - 0800036, Lot 1 Wood CO C.S.M. #2613

I, Lorelei Fuehrer, Building Inspector for the Town of Hansen, Wisconsin, hereby notify you as the owner of the above described premises, which, in accordance with my inspection, the building located thereon was found to be so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use, and that I further found it would be unreasonable to repair the same in that the cost of such repairs would exceed 50% of the assessed value of such building divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue, and that in view of such findings, I hereby order you pursuant to sec. 66.0413(1)(b), Wis. Stats., to raze and remove such building and to restore the site to a dust free and erosion free condition by no later than September 1, 2014.

I have based this decision upon estimates from contractors in good standing in the Central Wisconsin area and in collaboration with the Town of Hansen.

Dated: May 22, 2014

BY THE ORDER OF THE BUILDING INSPECTOR



Lorelei Fuehrer, Building Inspector

Town of Hansen



STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

MANITOWOC COUNTY

FILED

AUTO CLUB INSURANCE ASSOCIATION
P.O. Box 10293
Green Bay, WI 54307-0293,

JUL 25 2014

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

Plaintiff,

Case No.: 14 CV 343

v.

Case Code: 30704

TODD and MELISSA PUCHALLA
15007 County Road XX
Kiel, WI 53042,

and

TOWN OF MEEME
15318 County Road X
Kiel, WI 53042,

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose

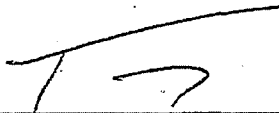
address is: **Clerk of Circuit Court, Manitowoc County Courthouse, 1010 South Eighth Street, Manitowoc, WI 54221-2000**, and to **Timothy L. Pagel**, plaintiff's attorney, whose address is **Matthiesen, Wickert & Lehrer, S.C., 1111 E. Sumner Street, P.O. Box 270670, Hartford, WI 53027-0670**. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 25th day of July, 2014.

MATTHIESEN, WICKERT & LEHRER, S.C.
Attorneys for Plaintiff, Auto Club Insurance
Association

By: _____


Timothy L. Pagel
State Bar No. 1064365

P.O. Address
1111 East Sumner Street
P.O. Box 270670
Hartford, WI 53027-0670
PH.: (262) 673-7850
FAX: (262) 673-3766
EMAIL: tpagel@mwl-law.com

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

MANITOWOC COUNTY

FILED

AUTO CLUB INSURANCE ASSOCIATION
P.O. Box 10293
Green Bay, WI 54307-0293,

JUL 25 2014

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

Plaintiff,

14 CV 343

Case No.: _____

v.

Case Code: 30704

TODD and MELISSA PUCHALLA
15007 County Road XX
Kiel, WI 53042,

and

TOWN OF MEEME
15318 County Road X
Kiel, WI 53042,

Defendants.

COMPLAINT FOR PRELIMINARY INJUNCTION

Plaintiff, Auto Club Insurance Association (hereinafter "ACIA"), by their attorneys, Matthiesen, Wickert & Lehrer, S.C., alleges:

GENERAL ALLEGATIONS

1. Plaintiff, Auto Club Insurance Association, is a domestic insurance company doing business in the State of Wisconsin with its principal mailing address of P.O. Box 10293, Green Bay, Wisconsin 54307-0293.

2. Upon information and belief, Defendants, Todd and Melissa Puchalla, are adult residents of the State of Wisconsin with a primary address of 15007 County Road XX, Kiel, Wisconsin 53042.

3. Upon information and belief, Defendant, Town of Meeme, is a municipal corporation with its principal mailing address of 15318 County Road X, Kiel, Wisconsin 53042.

4. Plaintiff, ACIA, issued a policy of insurance to the Defendants, Todd and Melissa Puchalla.

5. On or about May 17, 2014, a fire occurred at the Puchalla residence located at 15007 County Road XX.

6. Subsequent to the fire, ACIA began adjusting the loss, pursuant to its policy of insurance.

7. Plaintiff and Defendants, Todd and Melissa Puchalla, were unable to agree on the value of the repairs and contents.

8. Plaintiff believed the property could be repaired, whereas the Puchallas believed the property was a total loss.

9. On or about June 29, 2014, Plaintiff invoked the "Appraisal" Clause in the insurance contract.

10. Pursuant to the insurance contract, Defendants, Todd and Melissa Puchalla, had 30 days to inform ACIA of its appraisal and did so on or before July 14.

11. Pursuant to the policy of insurance, the appraisers have 15 days to appoint an umpire.

12. Upon the date of this motion that 15 day period had yet to expire.

13. On or about July 24, 2014, ACIA was informed that the Town of Meeme has issued a raze order for the subject property.

14. Defendants, Todd and Melissa Puchalla, have informed ACIA that they believed the building should be demolished.

15. On July 24, 2014, Plaintiff received correspondence from representatives of the Puchallas indicating they no longer intended to comply with the Appraisal provisions of the insurance contract requiring an appraisal and umpire.

CLAIM FOR PRELIMINARY INJUNCTION

16. Incorporate the preceding Paragraphs as set forth in full herein.

17. ACIA will be irreparably harmed if the building is razed because the building can be repaired.

18. Upon information and belief, the difference between repair and the complete demolition and rebuild is upwards of \$150,000.00.

19. The appraisal process in the ACIA policy will not be time-intensive to complete, and therefore no party will be prejudiced by a short injunction.

20. The property, in its present condition, does not pose a health or safety concern to the public, and a brief stay of the raze order will cause harm to no one.

21. Both Plaintiff and Defendants Puchalla will benefit from an injunction because:

a. ACIA will likely be required to expend significantly less resources to repair the structure, and

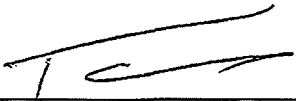
b. The Puchallas will not face the potential denial of, or restriction of coverage due to their lack of cooperation.

WHEREFORE, Plaintiff demands judgment in favor of a Temporary Restraining Order, and Temporary Injunction so the provisions in the ACIA policy can be complied with, and staying the raze order.

Dated this 25th day of July, 2014.

MATTHIESEN, WICKERT & LEHRER, S.C.
Attorneys for Plaintiff, Auto Club Insurance
Association

By: _____


Timothy L. Pagel
State Bar No. 1064365

P.O. Address
1111 East Sumner Street
P.O. Box 270670
Hartford, WI 53027-0670
PH.: (262) 673-7850
FAX: (262) 673-3766
EMAIL: tpagel@mwl-law.com

FILED
05-22-2018
John Barrett
Clerk of Circuit Court
2018CM001870
Honorable Clare L.
Fiorenza-03
Branch 03

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

BAY VIEW BEACH TOWNHOME CONDOMINIUM ASSOCIATION
3098-3100 S SUPERIOR STREET
MILWAUKEE, WI 53207

Vs.

Code: 30106

Case No:

WEST BEND MUTUAL INSURANCE COMPANY
C/O REGISTERED AGENT:
Mr. Christopher Zwygart
1900 South 18th Avenue
West Bend, WI 53095

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Milwaukee County Courthouse, 901 N 9th St., Milwaukee, WI 53233-1425, and to Plaintiff's attorney, whose address is Greg Cook Law Offices, S.C., 309 N. Water Street, Suite 160, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 22nd day of May, 2018.

Electronically signed by Gregory J. Cook

Gregory J. Cook
State Bar No. 1016975
Greg Cook Law Offices, S.C.
Attorney for Plaintiff

P.O. ADDRESS:

309 N. Water Street
Suite 160
Milwaukee, WI 53202
Telephone: (414) 224-5100

FILED
05-22-2018
John Barrett
Clerk of Circuit Court
2018CV001370
Honorable Clare L.
Fiorenza-03
Branch 03

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

BAY VIEW BEACH TOWNHOME CONDOMINIUM ASSOCIATION
3098-3100 S SUPERIOR STREET
MILWAUKEE, WI 53207

Vs.

Code: 30106
Case No:

WEST BEND MUTUAL INSURANCE COMPANY
C/O REGISTERED AGENT:
Mr. Christopher Zwygart
1900 South 18th Avenue
West Bend, WI 53095

Defendants.

COMPLAINT

NOW COMES the Plaintiff, Bay View Beach Townhome Condominium Association, by their attorneys Greg Cook Law Offices, S.C., and as and for a Complaint against the Defendants allege and show to the Court as follows:

1. That the Plaintiff Bay View [hereinafter referred to in this fashion] is a homeowner's association organized under the statutes of this state, properly recorded in this county, and which was operating the condominiums located at the address identified in the caption of this case prior to the fire which destroyed them.
2. At all times material hereto, the defendant West Bend [hereinafter referred to in this fashion] provided a first party insurance contract agreeing to indemnify Bay View for any losses or damage caused by fire. The property suffered severe damage caused by an accidental fire on April 29, 2018.

3. The condominium owners were forced from their units and displaced by the fire. The property insured by West Bend was boarded up promptly by a company, whose representative on the night of the fire came to the scene to contract with Bay View by soliciting for business. Bay View cancelled this company's contract about 24 hours after it had been signed, with board up accomplished and other work uncompleted.
4. Additional initial work relating to the fire's aftermath was promptly done by another company that Bay View retained after it terminated the prior company; the property has been maintained safely since the fire, including removal of potential mold areas.
5. Immediately after Bayview cancelled the contract with the prior company, West Bend hired the company to provide certain tasks including but not limited to valuing the full scope of the loss and the engineering required to repair the property.
6. Without disclosing to Bayview, West Bend, upon information and belief, received an estimate from the prior company placing the cost of repair in excess of \$600,000. The property consists of just two units. Fire burned through both roofs; one structure has interior damage more significant than the other; both were damaged by smoke and fire. The most damaged unit has damage to support components of the structure.
7. The structure was built over different periods. The most damaged unit is more than 75 years old, while the newer unit, approximately 15 years old, also has significant damage. The assessed value of the property is such that the cost of repairs will exceed the assessment by more than 50% thus qualifying it for a raze order under Wisconsin law.
8. If a raze order is obtained and is valid, then any insurance company in the position as West Bend would be required to pay the full policy limits for the structure under Wisconsin's Valued Policy Law.

9. West Bend, through its counsel, has challenged or threatened to challenge raze orders on properties it insures with such regularity as to create a pattern and practice over the years. West Bend and/or its attorneys has advised City and Town attorneys that it will sue to challenge raze orders on specific property damaged by fire before the repairs had been made.
10. Upon information and belief, West Bend knew on or about May 4th that the cost of repair of the two units would exceed \$600,000 from the best information available. On May 8th, despite knowing that the cost of repairs was going to exceed the assessed value by more than 50%, West Bend told Bay View that the building did not meet the legal definition of a total loss and that West Bend intended to proceed immediately to repair the damage.
11. Bayview had terminated the prior contractor just after the fire in part because Bayview knew that West Bend and the contractor were already measuring the rooms and marking on the walls where the repair work would start, setting forth a scope. This conduct was objectionable at that time to Bayview because it had no estimates.
12. At this time Bay View had not been told by West Bend that the defendant already possessed information relating to the monetary estimate of damages which would be relevant evidence to a building inspector looking at the property. Building inspectors review all building repair estimates made available to them.
13. West Bend's decision to hold this information to itself and not share it with its insured demonstrates a lack of good faith and fair dealing because the insured is entitled to a payment of its full policy limits as soon as a raze order is issued. It is more probable than not that a raze order will be issued given all the factors in the loss. West Bend, based on its

- experience, knew or should have known this loss would, should and eventually will qualify as a raze.
14. West Bend's failure to advise Bayview that this information would qualify the property under Wisconsin statutes for issuance of a raze order demonstrates a lack of good faith and fair dealing.
 15. The fact that the property qualifies for a raze order obviates any need to inspect the property for mold or any other condition since the entire structure must be torn down and removed promptly.
 16. On May 9th, West Bend demanded access to the property. When Bayview objected, West Bend stated it would view the refusal to do so as breach of the policy by not cooperating with it on the investigation or inspection and that it would move to deny the entire claim.
 17. There was no need for West Bend to access the property on May 9th. It was not in any danger nor were there any conditions on the property that could reasonably be relied on as failing to mitigate the damages or failing to cooperate, given the fact that West Bend had been on the property after the fire on numerous occasions, had measured the structure, and therefore obtained enough information as to have scoped the cost of repairs in excess of \$600,000.
 18. After receiving the threat to deny coverage Bay View's representative contacted West Bend to determine why West Bend wanted to go in the property and to assure West Bend the property was safe, secure and did not need any more remediation work following the fire. Despite this assurance, West Bend advised that it would act as it needed to.
 19. On May 11, 2018 West Bend, through its attorney Robert Burrell, issued a letter to Bay View and advised that since the parties have "failed to agree on the amount of the loss

arising out of the fire on April 29, 2018” West Bend invoked appraisal according to the Appraisal Clause within the insurance policy/contract.

20. Demanding appraisal less than two weeks after the fire, under these circumstances as alleged, demonstrates a lack of good faith and fair dealing by West Bend. It knew or should have known that the property will be a total loss given the extensive damage, therefore it was wholly destroyed under Wisconsin law.
21. Upon information and belief, the conduct of West Bend is to thwart a raze order by any process, be it by prematurely invoking the appraisal process, by threats of denial of coverage, by actions of its counsel in attempting to influence attorneys for municipalities, or all of the above.
22. The conduct of West Bend has to date shown a lack of good faith and fair dealing and the assertion of the appraisal clause in this factual situation and constitutes a breach of contract.
23. The lack of good faith and fair dealing and the breach of contract has caused the plaintiffs to be deprived of the policy benefits that are entitled to now and will be entitled to in the future.
24. The appraisal clause, upon information and belief, does not meet the required standard as set forth in the Wisconsin Insurance code and as such cannot be used to the benefit of the entity who drafted it.
25. The plaintiff will proceed with the work it needs to do in order to have a raze order reviewed by the building inspector assigned to this loss.
26. At the present time, Bay View has no information available to it as to whether West Bend, through its agents and/or attorneys has attempted to unduly influence the inspector

or the city attorney. If any is discovered, Bay View reserves the right to allege this as continued proof of wrongdoing on the part of West Bend.

WHEREFORE, Bay View Beach Townhome Condominium Association, demands judgement against Defendants in an amount to be determined at trial for breach and bad faith damages caused by the Defendant, for the benefits contracted for under the policy, for attorney fees together with the costs and disbursements of this action, for interest under Wis. Stats. 628.46., along with any other relief the court may deem just and equitable.

PLAINTIFF DEMANDS TRIAL BY JURY

Dated this 21st day of May 2018.

Electronically signed by Gregory J. Cook

Gregory J. Cook
State Bar No. 1016975
Greg Cook Law Offices, S.C.
Attorney for Plaintiff

P.O. ADDRESS:
309 N. Water Street
Suite 160
Milwaukee, WI 53202
Telephone: (414) 224-5100

FILED
10-17-2016
John Barrett
Clerk of Circuit Court
2016CV007916
Honorable Marshall B. Murray-
Branch 43

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

CAIYLE GRANT
805 N. 28TH STREET
MILWAUKEE WI 53208

Plaintiff.

Case No.

v

Code No: 30701

STATE FARM FIRE & CASUALTY COMPANY
C/O Registered Agent
MARK R. GUSTAFSON
245 S EXECUTIVE DR STE 200
BROOKFIELD, WI 53005

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Milwaukee County Courthouse, 901 N. 9th Street, Milwaukee, Wisconsin 53233, and to Gregory J. Cook, Plaintiff's

attorney, whose address is Greg Cook Law Offices, S.C., 309 N. Water Street, Suite 160, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 17th day of October, 2016.

GREG COOK LAW OFFICES, S.C.
Attorneys for Plaintiff

By: electronically signed by Gregory J. Cook
Gregory J. Cook, State Bar No. 1016975

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FILED
10-17-2016
John Barrett
Clerk of Circuit Court

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE

2016CV00796
Honorable Marshall B. Murray-
Branch 43

CAIYLE GRANT
805 N. 28TH STREET
MILWAUKEE WI 53208

Plaintiff.

Case No.

v

Code No: 30701

STATE FARM FIRE & CASUALTY COMPANY
C/O Registered Agent
MARK R. GUSTAFSON
245 S EXECUTIVE DR STE 200
BROOKFIELD, WI 53005

Defendant.

COMPLAINT

NOW COMES the plaintiff, by her attorneys Greg Cook Law Offices, S.C., and as and for a Complaint against the above-named defendants alleges and shows to the Court as follows:

1. That Caiyle Grant is an adult resident of the state of Wisconsin residing at all times material to the allegations of this complaint at the address listed on the caption to this action, and at all material times, was an insurance policy holder with the defendant.
2. That State Farm Fire and Casualty Company is a foreign corporation licensed to do business in the state, whose registered agent is identified in the caption above and who at all material times, solicited and issued a policy of homeowner's fire insurance to the plaintiff.

3. That on or about February 20, 2016, the property owned and occupied by the plaintiff and located at 805 No. 28th Street in Milwaukee County was completely destroyed by fire.

4. Grant had, prior to the fire, paid for fire insurance with the defendant insuring the property against all perils defined in the policy including fire. The policy contained a monetary limit on coverage for damage to the building of \$513,000, an amount that was selected by the captive agent for State Farm, Alex Toole, after calculating the size of the building and the cost to replace. **See Attached Ex. A**

5. At the time of the fire, the only occupants of the property were the plaintiff's family including her husband and children. The property had undergone restoration and repair work in the months leading up to the fire.

6. The plaintiff and her husband had moved belongings into the building and had made arrangements to terminate the lease where they had been living.

7. The building renovation plans had included three additional living units in the property which would be used for rentals; the areas were in addition to the living space the plaintiff and her family already occupied. However, the units had never been leased by Grant nor occupied by anyone.

8. At the time of the fire, the property was solely owned and occupied by the insured and used primarily as a dwelling under the definition of that term as defined under Wisconsin Law. The other areas constituting the aforementioned

rental units were not occupied and were not available for lease and never had been so while Grant owned the property.

9. The policy contract contains an endorsement for Wisconsin insureds which incorporates the terms of what is known as the Value Policy law, Wis. Stats. 632.05 (2), and provides that when a dwelling is wholly destroyed, the insurance company must treat the loss at policy limits. The policy limits in this case are \$513,000 but State Farm has only paid \$354,402.65 of that amount. The plaintiffs have filed a Proof of Loss, attached as Exhibit B to this complaint, requesting the full policy limits.

10. Following the fire, State Farm utilized the provisions under its policy contract and conducted examinations under oath of Cayle Grant and her husband William Grant. The company also requested all costs and expenses for the renovation, a complete list of all the personal items destroyed in the fire, all purchase records on the property, all utility expenses incurred by the plaintiff, tax and employment records and other records State Farm claimed were relevant to its investigation. All documents requested were supplied.

11. Following the examinations, State Farm advised the insured that it would pay the Actual Cash Value of the loss under the terms and conditions of its policy and also would be prepared to pay up to the policy limits, the cost of replacement, but only after a replacement structure was built.

12. The plaintiff does not desire to rebuild. The home was razed by the city of Milwaukee and the current status of the property is an empty lot.

13. The plaintiff has filed a proof of loss for the entire policy limits under State Farm's coverage, \$513,000 pursuant to the Value Policy law on total losses, Wis. Stat. Sec. 632.05 (2) which provides that the insurer shall treat the amount of the loss to be the policy limits when the structure is wholly destroyed.

14. There is no dispute the structure was wholly destroyed, nor is there any dispute the insured is without criminal fault for the fire.

15. The proof of loss also allows for the recovery of interest under Wis. Stat. 628.46 30 days from the filing of the proof of loss until paid.

16. State Farm has not paid the policy limits requested by the plaintiff in her proof of loss; rather paying only the Actual Cash Value of the loss. There exists a judicial controversy concerning the right to complete coverage which the plaintiff is entitled under the Value Policy law.

17. State Farm, prior to this suit, advised the plaintiff that it would seek a declaratory judgment on the case asking for an interpretation of coverage on the loss as relates to the Valued Policy law.

18. Plaintiff agreed to allow State Farm to file a declaratory judgment law suit. State Farm later decided to stand on its denial and advised the plaintiff that it would not seek a declaration of rights.

19. The plaintiff has thus been forced to file this action in order to seek a declaration of rights under the contract with State Farm for coverage because of the policy language that incorporates the Value Policy law; she has incurred

attorney fees and costs in order to do so. State Farm has rejected her settlement proposals to resolve the matter.

20. The plaintiff has not made a claim for breach of contract at this time, because State Farm had offered to bear the cost of filing this suit. By forcing the plaintiff to incur the cost and the purported burden of proof, she asserts a right to actual attorney fees and costs.

21. All the parties with an interest in the outcome of this matter have been identified and this issue is ripe for determination pursuant to Wisconsin law applying to declaratory judgments.

22. The plaintiff requests an order and judgment from this court declaring that she has coverage for the full policy limits due to the fire under Wis. Stat. 632.05 (2).

WHEREFORE, the plaintiff demands judgment as follows:

1. For a declaratory judgment in favor of the plaintiff ordering State Farm liable under its contract for the full policy limits by virtue of the policy language incorporating Wis. Stat. Sec. 632.05 (2) as relates to undisputed fact that insured structure was wholly destroyed by fire.
2. For attorney fees both statutory and by operation of law.
3. For the costs and disbursement of this action, including interest of 12% under Wis. Stat. 628.46 for unpaid claims accruing more than 30 days after presentation of the Proof of Loss.
4. For any other relief the court may deem just and equitable.

Dated at Milwaukee, Wisconsin this 17th day of October, 2016.

GREG COOK LAW OFFICES. S.C.
Attorneys for Plaintiff

By: electronically signed by Gregory J. Cook
Gregory J. Cook, State Bar No. 1016975

P.O. ADDRESS:

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FILED
05-26-2017
Iron County
Clerk of Circuit Court
2017CV000025

STATE OF WISCONSIN : CIRCUIT COURT : IRON COUNTY

Michael and Michelle Subert
W 4491 Lyon Rd. E
Hurley, WI 54534

Plaintiffs,

Case No:

Code No:30106

vs.

American Family Home Insurance Company
1301 Riverplace Blvd. Ste 1300
Jacksonville, FL 32207-2027

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The amended complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Iron County Courthouse, 300 Taconite Street #207, Hurley, Wisconsin 54534-1546, and to Gregory J. Cook

Plaintiff's attorney, whose address is Greg Cook Law Offices, S.C., 309 N. Water Street, Suite 160, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 26th day of May, 2017.

GREG COOK LAW OFFICES, S.C.
Attorneys for Plaintiff

By: electronically signed by Gregory J. Cook
Gregory J. Cook, State Bar No. 1016975

P.O. Address
309 N. Water Street
Suite 160
Milwaukee, WI 53202
(414) 224-5100
(414) 224-5105 (FAX)

STATE OF WISCONSIN : CIRCUIT COURT : IRON COUNTY

Michael and Michelle Subert
W 4491 Lyon Rd. E
Hurley, WI 54534

Plaintiffs,

Case No:

Code No:30106

vs.

American Family Home Insurance Company
1301 Riverplace Blvd. Ste 1300
Jacksonville, FL 32207-2027

Defendant.

COMPLAINT

Now come the plaintiffs, Michael and Michelle Subert, by their attorneys Greg Cook Law Offices, S.C., and as and for a complaint against the defendants allege and show to the Court as follows:

1. Plaintiffs are adult residents of the State of Wisconsin residing at the address listed in the caption of this case.
2. Upon information and belief, defendant American Family Home Insurance Company is licensed to do business in the state of Wisconsin and has a statutory home office address identified in the caption of this case.
4. Defendant issued a policy of insurance covering the property owned by the Plaintiffs for perils including damage by wind storm which is a covered occurrence under the

policy. Said policy was in full force and effect on the date of this loss on or about July 10, 2016 when severe weather struck the northern portions of northwestern Wisconsin and Minnesota covering Iron County where the plaintiffs reside. Severe damage was sustained to several structures on the plaintiffs' property.

5. The plaintiffs immediately contacted their agent Scott Lindow and reported the loss. They were required to incur expenses to have power restored to the property and boarded up windows as well as provide tarping to prevent further damage from rain.

6. The defendant assigned an independent adjusting company to inspect the property, but this did not occur until weeks after the loss. The person who came to the property advised that she was from out of state. She told the plaintiffs she would be reporting her estimates to the defendant and that they would be hearing from the defendant once she provided the report.

7. No estimates for the repair work were timely provided to the insured. When Michael Subert was finally contacted by the defendant, he asked Kady Lynn for an advance of funds to help reimburse for the expenses he had incurred. He was told "we cannot do it that way." He advised that the property was sustaining additional losses because the tarps he applied were continually blowing off and that he just wanted his roof fixed. He was told to buy more tarps and keep track of the expenses. When he asked for more assistance, he was told "you have to do what you have to do."

8. The plaintiffs went through the winter of 2016/2017 without any assistance from the defendant, and received no information concerning their loss. They received a call at some point from the independent adjuster who told them that she could not reveal what she had provided to the company because it was confidential.

9. The plaintiffs repeatedly asked their agent to find out the status of their claim and were told by Scott Lindow that he had inquired but had been waiting to hear.

10. The defendant has never issued any payment for any portion of the loss.

11. The plaintiff finally consulted with an attorney to assert their rights in the case but would never have had to do so on an obvious loss of this type had the defendant acted properly.

12. In order to do business in Wisconsin, the defendant must comply with the Wisconsin Administrative Code relating to insurance claim settlement practices and as such cannot engage in the following activity:

- a. Failure to initiate and conclude claims investigation with all reasonable dispatch.
- b. Failure to promptly provide necessary claims forms, instructions and reasonable assistance to insureds who suffer covered losses.
- c. Failure to provide a reasonable explanation of the policy provisions as they apply to the loss.
- d. Failure to affirm or deny coverage in reasonable time.
- e. Failure to offer settlement and promptly pay after assessing the nature of the loss.
- f. Misrepresenting pertinent facts relating to coverage.
- g. Misrepresenting pertinent policy provisions relating to coverage.
- h. Failure to follow reasonable standards for investigating the claim.
- i. Failure to provide reasonable explanation for acceptance or denial of the claim.

13. The defendant engaged in unfair practices by failing to promptly adjust the loss, failure to notify the plaintiffs of their rights, failure to provide forms, failure to extent prompt payments for obvious needs, failure to keep the plaintiffs informed of the claim status, failure to pay timely, misrepresenting the right to coverage and payment, failure to have in place reasonable standards to investigate and conclude the claim, among other things.

14. The defendant's near total lack of action and service to the insureds had no reasonable explanation and lacked any objective basis in which to justify its handling of the claim.

15. American Family breached its duty to treat the insured as it would want to be treated, and its conduct set forth in the complaint constituted bad faith claim handling.

16. The conduct of American Family was in direct breach of its duties under the policy and done in bad faith, entitling the plaintiffs to extra-contractual damages. The plaintiffs have suffered damages as a direct result of the defendant's conduct.

17. The plaintiffs have been forced to incur consequential damages as a result of the denial and are entitled to recover same.

Wherefore the plaintiffs demand judgment as follows:

- a. For judgment against the defendant for breach of contract and bad faith because the conduct of the defendant violates Wisconsin law and Administrative Code requirements.
- b. For determination by the court that under the *Brethorst* test, it is likely they will prove breach of contract precluding a requirement to bi-furcate.
- c. For interest under Wis. Stats. 628.46 along with attorney fees.

- d. For extra-contractual damages to be determined at trial.
- e. For any other relief the court may deem just and equitable.

Dated at Milwaukee, Wisconsin this 26th day of May, 2017.

GREG COOK LAW OFFICES, S.C.
Attorneys for Plaintiff

By: electronically signed by Gregory J. Cook
Gregory J. Cook, State Bar No. 1016975

P.O. Address
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Milwaukee, WI 53202
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FILED
01-19-2018
Clerk of Circuit Court
Rusk County, Wisconsin
2018CV000007

STATE OF WISCONSIN : CIRCUIT COURT : RUSK COUNTY

Patrick Repka
W11292 McLean Road
Bruce, WI 54819

Jill Repka
W11292 McLean Road
Bruce, WI 54819

Case No:
Case Code: 30106

Plaintiffs,

Vs.

Barron Mutual Insurance Company
c/o registered Agent Karen Smith
437 E. Division Ave
Barron, WI 54812

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a defendant:

You are hereby notified that the plaintiffs named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Rusk County Courthouse, Suite L350-Third Floor, 311 Miner Avenue East, Ladysmith, WI 54848, and to plaintiff's

attorneys, whose address is Greg Cook Law Offices, S.C., 309 N. Water Street, Suite 160, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 19th day of January, 2018.

GREG COOK LAW OFFICES, SC
Attorneys for Plaintiffs
Electronically signed by Gregory J. Cook
Gregory J. Cook, SBN 1016975

P.O. Address:

Greg Cook Law Offices, S.C.
The Renaissance on Water
309 N. Water Street, Suite 160
Milwaukee, WI 53202
(414) 224-5100
(414) 224-5105

STATE OF WISCONSIN : CIRCUIT COURT : RUSK COUNTY

Patrick Repka
W11292 McLean Road
Bruce, WI 54819

Jill Repka
W11292 McLean Road
Bruce, WI 54819

Case No:
Case Code: 30106

Plaintiffs,

Vs.

Barron Mutual Insurance Company
c/o registered Agent Karen Smith
437 E. Division Ave
Barron, WI 54812

Defendant.

COMPLAINT

NOW COME these Plaintiffs, Patrick Repka and Jill Repka, by their attorneys Greg Cook Law Offices, S.C., and as and for a Complaint against the above-named defendant alleges and show to the Court as follows:

1. Patrick and Jill Repka are married and adult residents of the state of Wisconsin currently residing at the address identified in the caption of this case in Bruce, Wisconsin.
2. Barron Mutual Insurance Company is a domestic insurance company located in Barron Wisconsin at 437 E. Division Street. At all times material to this case, it issued a policy of insurance to the Repkas providing indemnity for losses sustained by weather. Said policy was in full force and effect on when the plaintiffs suffered a tornado loss to their home on May 16, 2017.

4. On that day, an F-3 Tornado damaged the Repka house, outbuildings including fifteen acres of trees, while Jill Repka and her daughter Sophia were home. Patrick Repka and relatives removed trees with chainsaws from the front of the garage and driveway and boarded up damaged living room and mudroom windows. They called Barron Mutual but no one answered, so they left a message and stayed at a hotel in Ladysmith for the night.

5. On May 17, Barron Mutual called to advise it had contacted an insurance adjuster. Repkas were instructed to leave everything "as is" with the exception of putting tarps on damaged areas of the roof. The Repkas secured tarps on portions of the house.

6. John Czarnecki then contacted them and advised he was from Summit Adjusting and working for Barron Mutual Insurance. He scheduled a meeting for May 19 and also recommended a company called ReStorU for immediate mitigation, and agreed to call on their behalf. ReStorU re-tarped the house and garage roofs on May 18.

7. On May 19 Czarnecki arrived at the property. Jill Repka asked him who would be making decisions on determining loss recovery. He informed her that he would act as the sole representative on behalf of Barron Mutual Insurance, that the entire claim process "goes through me." At all times he acted for and on behalf of Barron Mutual and his actions are imputed against it.

8. Despite the fact that a full inspection had not been completed, Czarnecki advised the Repkas that their insurance would only cover certain losses, would only pay to repair damaged areas such as patching sections of roof shingles and replace only small sections of siding where there are holes. He advised he would come back in a few days after the trees were removed off the buildings to further assess the damage and take measurements.

9. Henry Rauschenbach with ReStorU crew arrived on May 19 to do additional mitigation and advised the Repkas that there was water damage in bedroom ceilings that needed to be torn out immediately to prevent further damage. Czarnecki was contacted and authorized the work to be done. ReStorU tore out a bedroom ceiling, light fixture, and blew out water logged insulation from attic areas above bedroom.

10. Between May 20 and 22, Gerald Kent of "CementWorks Plus" removed trees off the buildings. The bill was \$4,800. These costs were incurred by the Repkas. Despite requests to do so, Barron Mutual has not paid the bill.

11. On May 24, Czarnecki came to the property to do his first and only inspection. He insisted on being left alone. After inspecting, he repeatedly told Jill Repka that "I am doing you a favor", by giving them a new roof with some excepted areas, and all new siding (with the exception of the porch, which he didn't inspect). He stated "I'm on your side, we'll get your property repaired" He took some rough measurements but never went into the attic or on the roof. He concluded the visit by advising the Repkas to hire "Henry at RestorU to be your general contractor, we are friends and go way back, he'll take care of you." This was the last time Czarnecki came to the Repka residence.

12. Sometime between June 1, and June 7, 2017 the Repka's received and cashed a check constituting an advance on their claim from Barron Mutual for \$1,500. This is the total funds paid to date.

13. In the month of June, Jill Repka dealt with Rauschenbach at RestorU. He advised over a period of weeks that he would get a crew to put up a new ceiling, at a time before any structural engineer had assessed the property. Rauschenbach advised after Repka objected that he would get a structural engineer to look at the west wall to determine if it had been pushed in.

Rauschenbach told Repka he had scheduled one to come on June 22, but no one came to the property. Repka did not hear from Rauschenbach despite repeated voicemails.

14. Concluding Rauschenbach was unreliable, Repka contacted contractors to do the work. Kaleb Rippentrop and Ken Sweeney of Rips Remodeling and Lampert Lumber, respectively, agreed to come and take measurements as well as assess all the damage. Near the end of the day Rippentrop explained to Repka that he believed that there was much more damage costs than what the insurance was going to pay for. He stated he was uncomfortable with giving an estimate without knowing the full structural damage involved.

15. Jill Repka met with another contractor Jerry Geist & Sons Builders. While he presented bids, he left them as "open-ended" because of concerns they would uncover further damage while building.

16. On July 12 Rauschenbach finally contacted Jill Repka to advise that he was sending a bill for work done and an estimate for the restoration work. He contacted Repka by phone on July 18th and stated "Jill, I'm sorry, I'm an asshole, I understand if you don't want to work with me anymore." He sent over a subcontractor who would be doing all the work instead.

17. The person sent was Trent Reese who had no business card and told Jill Repka he was dropped off at the house by a buddy. Repka asked him if he wanted to see attic. Reese told her no, and advised that there was "a lot more damage than what Henry told me". He left after fifteen minutes.

18. Thereafter Rauschenbach provided an estimate that was incomplete and asserted that Reese was his subcontractor. During conversations with him, Rauschenbach could not provide critical information on the job; it became apparent he was not knowledgeable about key aspects for the work. Repka contacted Czarnecki to discuss the missing items in the scope of work.

Czarnecki became argumentative and made statements “that (certain) damage is insignificant, there’s enough extra money allocated with the additional Overhead and Profit I gave you to cover those repairs.”

19. Czarnecki began denying responsibility to repair certain portions of the home claiming the damage was due to snow weight and certain water damage by alleging “if it’s leaking, you should have tarped the area better, or go after ReStorU for not tarping that area.”

20. Czarnecki asserted that he “will not look at any other contractor bids; I’ve been working with Henry on this.” He threatened Jill Repka by telling her that if she was going to use a different contractor “I’m not awarding you O&P.” He alleged that he was doing Repka a favor by including O&P, which he didn’t have to do.

21. The Repkas then hired a public adjuster to help assist in their claim. After proving the repair estimates given by the insurance company and RestorU together with contracting estimates of their contractor and Miller adjusting company to their building inspector, an Order to Raze the property was issued on September 27, 2017. The Repkas filed a proof of loss thereafter with Barron Mutual.

22. Rather than pay proof of loss, Barron Mutual filed a restraining order. In doing so, it has filed incomplete information with the court and also misleading and false information, all in bad faith.

23. The conduct of Barron Mutual throughout this loss has been unnecessary delay lacking in good faith and fair dealing, attempting to diminish the losses, and by economic duress, attempting to force the Repkas into using an unqualified contractor not of their choice. Barron has expert shopped, low-balled the Repkas, and forced them to abandon the property this winter because it is not habitable in its current state. Barron has failed to pay the ACV of the loss, it has

violated provision of the Fair Claims Practices Act, and its conduct has caused damages to the Repkas, forcing them to hire experts and attorneys, incur living expenses and suffering economic distress for failing to pay what they are entitled under their insurance contract.

Wherefore these plaintiffs demand judgment as follows:

- a. For judgment against Barron Mutual for the full policy limits on their loss as required under Wisconsin Law and consequential damages for Breach of Contract.
- b. For determination by the court that under the *Brethorst* test, it is likely the plaintiff will prove breach of contract precluding any requirement to bifurcate.
- c. For damages arising from the bad faith conduct of Barron Mutual.
- d. For interest under Wis. Stats. 628.46.
- e. For extra-contractual damages including punitive damages and attorney fees to be determined by the court.
- f. For any other relief the court may deem just and equitable.

Dated at Milwaukee, Wisconsin this 19th day of January, 2018.

GREG COOK LAW OFFICES, SC
Attorneys for Plaintiffs
Electronically signed by Gregory J. Cook
Gregory J. Cook, SBN 1016975

P.O. Address:
Greg Cook Law Offices, S.C.
The Renaissance on Water
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