

**CIVIL DISTRICT COURT  
PARISH OF ORLEANS  
STATE OF LOUISIANA**

**NO.**

**DIVISION**

████████████████████

**V.**

**UNDERWRITERS AT LLOYD’S, LONDON AND JACK MAZE**

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**PETITION FOR DAMAGES**

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Now into court, through undersigned counsel, comes Petitioner, ██████████

██████████, who respectfully represents:

1.

Made defendants herein are:

A. UNDERWRITERS AT LLOYD’S, LONDON, a foreign insurer authorized to do and doing business in Louisiana and who may be served with process through its registered agent, the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809; and

B. MR. JACK MAZE, a natural person domiciled and residing in Louisiana.

**Factual Contentions**

2.

Petitioner is the owner of a large commercial building located at ██████████ Old Gentilly Road, New Orleans, LA.

3.

The Petitioner’s building was badly damaged on or about August 29, 2012 by Hurricane Isaac’s well documented high winds and torrential rains.

4.

At the time of the loss, the Petitioner's building was insured by a policy of insurance issued by Underwriters at Lloyd's, London. A copy of the policy of insurance is incorporated herein and attached hereto as **Exhibit A**.

5.

The Hurricane Isaac related damages include, without limitation: interior water damages, damages to the building's roof, ceiling tiles, bathrooms, walls, drywall, light fixtures, soffit grid system, and ceilings. The replacement cost value of the damaged property exceeds \$250,000.00.

6.

Following the storm, Petitioner promptly reported the loss and filed a claim with the co-defendant, Underwriters at Lloyd's, London. In turn, Underwriters at Lloyd's, London assigned the claim to an independent adjusting firm operating under the trade name of Moulton Adjusting Company.

7.

Mr. Jack Maze, an employee and/or contractor for Moulton Adjusting Company, met with Mr. Pendleton and visited the property sometime in September, ostensibly to scope the interior and exterior damages and to calculate an estimate of the repairs. Mr. Maze held himself out to be an insurance professional qualified and authorized to adjust the claim.

8.

Although the building is over 50,000 square feet, two stories high, and there were extensive interior and exterior damages, Mr. Maze merely spent approximately 1 hour at the property.

9.

Because there was no way for such a large loss to be scoped in such a small amount of time, [REDACTED] invited Mr. Maze to remain at the property so that he could view all of the damages. Mr. Maze declined and, on information and belief, left the property to eat lunch at a local Subway franchise, never to return again.

10.

On information and belief, Mr. Maze was not properly licensed to adjust [REDACTED] insurance claim. Documents from the Office of the Louisiana Commissioner of Insurance reveal that Mr. Maze was only licensed to adjust personal lines of insurance, not commercial lines. Mr. Maze's license to adjust personal claim lapsed in early 2013. See attached **Exhibit B** which is incorporated herein.

11.

An estimate of the repairs (First Moulton Adjusting Company Estimate) was not completed by Mr. Maze and Moulton Adjusting Company until October 2, 2012, over 1 month after Hurricane Isaac. The estimate grossly undervalued the extent of the damages and omitted numerous, obviously damaged items. It listed the replacement cost value of the claim at \$46,109.94 and the actual cash value of the claim at \$39,411.32. A copy of the First Moulton Adjusting Company Estimate is incorporated herein and attached hereto as **Exhibit C**.

12.

One major item initially omitted was replacement of the entirety of the building's large, flat roof. This shocked [REDACTED] because the roof obviously needed replacing given that, among other things, a large portion of the roof had actually peeled off, most of the ceiling tiles on the 2<sup>nd</sup> floor were water damaged, and the tenants could not use much of the 2<sup>nd</sup> floor due to the extensive water intrusion.

13.

Mr. Pendleton tried but was unsuccessful in obtaining a supplemental tender to properly repair the roof and remainder of the damages. The building's tenant, a church, was able to make some temporary repairs to the interior of the building and roof.

14.

Frustrated, [REDACTED] hired the undersigned to advocate on his behalf. In turn, Universal Commercial Catastrophe was engaged to investigate the Isaac related damages and create a narrative and photographic report documenting the large scale loss. A copy of the Universal Commercial Catastrophe report is incorporated herein and attached hereto as **Exhibit D**.

15.

Ms. Laurie Payne of In Short Order Worldwide was also engaged to scope the property, document the damage, and calculate an estimate of repairs. Ms. Payne is a licensed insurance professional with decades of experience in the insurance claims industry. The estimate calculated by Ms. Payne (In Short Order Worldwide Estimate) lists the replacement cost value of the claim at \$286,265.51 and the actual cash value of the claim at \$269,543.58. Copies of the In Short Order Worldwide Estimate, along with the corresponding color photographs, are incorporated herein and attached hereto as **exhibits E and F**, respectively.

16.

Moulton Adjusting Company did agree to re-inspections of the property and dispatched Mr. Bill Moulton of Moulton Adjusting Company; an engineer, Mr. Lenny Quick; and a local roofing company ostensibly to further investigate the damages. Despite the obvious need for it, a supplemental tender was not forthcoming.

17.

Core samples of the roof were not taken until December 26, 2012. The re-inspection on December 26 made it even more apparent that the entire flat roof needed replacing. Mr. Bill Tassin, an independent insurance professional, attended to document that re-inspection. A copy of his narrative and photographic report is incorporated herein and attached hereto as **Exhibit G**.

18.

Six months after Isaac, in late February, 2013, Underwriters at Lloyd's, London finally acknowledged that the roof needed to be replaced and issued a (unconditional) supplemental tender in the amount of \$46,781.31. The supplement did not include payment for the needed water remediation, replacement of certain ceiling tiles, replacement of insulation, and other needed repairs.

19.

Mr. Jack Maze was not qualified, not licensed, and did not have the requisite experience, skill, and training to adjust Mr. Pendleton's large, commercial insurance claim.

20.

Had [REDACTED] know the truth that Mr. Maze was not licensed and not qualified to adjust the claim, (1) he would have requested that Underwriters at Lloyd's, London dispatch a qualified adjuster for the initial inspection; (2) his insurance claim likely would have been adjusted properly initially; and (3) he would likely have been financially made whole in September or October of 2012.

21.

Underwriters at Lloyd's, London and its agents failed to act in good faith in adjusting Mr. Pendleton's insurance claim.

22.

Underwriters at Lloyd's, London and its agents failed to reasonably perform their duties under the insurance policy.

23.

Mr. Pendleton has suffered undue aggravation and stress, loss of enjoyment of life, mental anguish and psychological distress as a result of the defendants' (1) representation that Mr. Maze was qualified to adjust the insurance claim; (2) failure to adjust the claim in good faith; and (3) failure to reasonably perform under the insurance policy.

24.

The damages due Mr. Pendleton exceed \$50,000 and thus he is entitled to and prays for a trial by jury as to all issues.

### **Causes of Action**

25.

Underwriters at Lloyd's, London failed to perform under the policy of insurance by:

- a. Not thoroughly investigating the claim;
- b. Not paying the claim despite obvious damages;
- c. Not tendering the proceeds due under the policy in a timely fashion; and
- d. Not acting reasonable under the circumstances.

26.

Underwriters at Lloyd's, London breached the duties of good faith and fair dealing set forth in La. R.S. 22:1892 and 22:1973 by:

- a. Failing to pay the amount of the claim due [REDACTED] within 30 days after receiving satisfactory proof of the loss;

- b. Failing to make a written offer to settle the [REDACTED] property damage claim within 30 days after receiving satisfactory proof of the loss;
- c. Breaching its affirmative duty to adjust the claim fairly and promptly;
- d. Breaching its affirmative duty to make a reasonable effort to settle claims with [REDACTED];
- e. Arbitrarily, capriciously, and without probable cause failing to pay the amount of the claim due within 30 days after receiving satisfactory proof of the loss; and
- f. Arbitrarily, capriciously, and without probable cause failing to pay the amount of the claim due within 60 days after receiving satisfactory proof of the loss.

27.

Underwriters at Lloyd's, London breached the delictual duties it owed to [REDACTED] under Article 2315 of the Louisiana Civil Code by acting negligently in investigating and paying the insurance claim, thereby causing damage to [REDACTED]

28.

Mr. Jack Maze breached the delictual duties he owed to [REDACTED] under Article 2315 of the Louisiana Civil Code by negligently misrepresenting himself to be qualified to adjust the insurance claim, thereby causing damage to [REDACTED]

**Prayer for Relief**

WHEREFORE, [REDACTED] prays: that judgment be entered in its favor and against Underwriters at Lloyd's, London and Mr. Jack Maze for all damages as will be proven at trial and as set forth below:

[Space Intentionally Left Blank]

<b>Type of Damages</b>	<b>Amount of Damages</b>
Costs of repairing the Petitioner's building	As are reasonable in the premises
Expenses incurred to protect Petitioner's building	As are reasonable in the premises
General damages	As are reasonable in the premises
Mental anguish and distress	As are reasonable in the premises
Hedonic damages	As are reasonable in the premises
Bad faith damages under La. R.S. 22:1892	As are reasonable in the premises
Bad faith damages under La. R.S. 22:1973	As are reasonable in the premises
Bad faith damages under Civil Code Article 1997	As are reasonable in the premises
Moratory damages under Civil Code Article 2000	As are reasonable in the premises
Attorney Fees	As are reasonable in the premises
Court Costs	As are reasonable in the premises
Expert and consultant fees	As are reasonable in the premises
Other damages to be amended, presented in the Pretrial Order, and/or proven at the trial of this matter	As are reasonable in the premises

Respectfully submitted,

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Attorney for Cornell E. Pendleton

**Please Serve:**

1. Underwriters at Lloyd's, London, Through its Registered Agent:  
The Louisiana Secretary of State  
8585 Archives Avenue  
Baton Rouge, LA 70809; and

2. Mr. Jack Maze  
2601 Metairie Lawn Dr.  
Metairie, LA 70002  
(504) 240-8678