

April 23, 2015

#### Via ECF

Honorable Gary R. Brown Honorable Cheryl L. Pollak Honorable Ramon E. Reyes, Jr. UNITED STATES DISTRICT COURT Eastern District of New York 225 Cadman Plaza East, Rm. N208 Brooklyn, NY 11201

Re: List of Affected Cases and Requested Relief

Dear Judges Brown, Pollak, and Reyes,

Pursuant to your order dated April 15, 2015, attached hereto as Exhibit A is a list of cases potentially affected by the following alleged improper practices:

### (1) Improper Engineering Practices

The cases listed on Exhibit A have potentially been affected by improper engineering practices, including, but not limited to:

- Improper alteration of reports prepared by licensed engineers without the engineers' authority or consent;
- Use of unlicensed engineers to inspect properties for flood damage;
- Use of uncertified engineering companies to perform engineering analyses;
- Improper attempts to obtain ratification from engineers on improperly altered reports; and
- Inadequate investigation by and/or collusion with WYO carriers, adjusting companies, and FEMA regarding these improper engineering practices.

Should all outstanding matters not be resolved by April 27th, Plaintiffs are requesting evidentiary hearings in the cases listed on Exhibit A to resolve these issues and determine if monetary and/or evidentiary sanctions are appropriate.

Additionally, Plaintiffs request the Court allow Plaintiffs to conduct at least the following discovery regarding these improper engineering practices:

#### Depositions

- o Plaintiffs request the Court allow Plaintiffs to depose at least the following Representatives and Employees from HiRise Engineering, P.C.:
  - Corporate Representative(s) of HiRise Engineering, P.C. on institutional topics

#### Mostyn Law Firm

3810 W. Alabama Street Houston, Texas 77027 T 713 714 0000 F 713 861 8084 mostynlaw.com

- Corporate Representative(s) of HiRise Engineering, P.C. on case specific topics
- Matthew Pappalardo
- Evangelos Skartsiaris
- Jenny Smaragdas
- Joseph Celentano
- Each engineer who signed the HiRise's Memo of Understanding
- o Plaintiffs request the Court to allow Plaintiffs to depose at least the following Representatives and Employees from U.S. Forensic, LLC:
  - Corporate Representative(s) of U.S. Forensic, LLC on institutional topics
  - Corporate Representative(s) of U.S. Forensic, LLC on case specific topics
  - Michael Garove
  - Bill Janowski
  - Jason Grover
- o Plaintiffs request the Court to allow Plaintiffs to depose at least the following Representatives and Employees from United Technical Consultants:
  - Corporate Representative(s) of United Technical Consultants on institutional topics
  - Corporate Representative(s) of United Technical Consultants on case specific topics
  - Timothy Smith
  - Glenn Grogan
- o Plaintiffs request the Court allow Plaintiffs to depose a corporate representative from each WYO carrier and/or Adjusting Company who used HiRise Engineering, P.C., U.S. Forensic, LLC, or United Technical Consultants to perform an engineering analysis for Hurricane Sandy flood damage.
- O Plaintiffs request the Court allow Plaintiffs to depose James Sadler regarding his knowledge of the use of these engineering companies, the appeals to FEMA pointing out the problems with these companies' credentials and reports, how he responded to these complaints, and this investigation into the allegations presented to FEMA.
- o Plaintiffs request the Court to allow Plaintiffs to send depositions on written questions to all individual engineers who consulted on Hurricane Sandy claims for HiRise Engineering, P.C., U.S. Forensic, LLC, or United Technical Consultants, and request the following:
  - Records of all payments from [WYO / Adjusting Company];
  - All invoices for engineering services sent to [WYO / Adjusting Company];
  - All documents drafted, prepared, reviewed, changed, altered or transmitted in any part by you regarding Hurricane Sandy;
  - All emails and correspondence with [WYO / Adjusting Company] regarding Hurricane Sandy;
  - Any indemnity agreement and/or contract between you and [WYO / Adjusting Company];
  - All draft engineering reports prepared by you regarding any Hurricane Sandy flood damage;

 All final engineering reports prepared by you regarding any Hurricane Sandy flood damage;

#### • Case Specific Written Discovery

- O Plaintiffs request the Court to allow Plaintiffs to send the following case specific written discovery requests in each of the affected cases prior to the evidentiary hearing scheduled by the Court:
  - All engineering reports (draft and finals) related to Plaintiffs' claim and/or property.
  - All emails and correspondence regarding Plaintiffs' claim and/or Property.
  - All emails and correspondence between [Engineer] and any representative agent of [Engineering Company].
  - All emails and correspondence between [Engineer] and Defense Counsel.
  - All photos and field notes taken by [Engineer] of Plaintiffs' home.
  - All documents drafted, prepared, reviewed, changed, altered or transmitted in any part by [Engineer] regarding Hurricane Sandy.
  - Records of all payments to [Engineer].
  - Records of all payments to [Engineering Company].
  - Hourly billing records for any charge submitted to FEMA for Hurricane Sandy work.
  - Receipts for expenses such as travel, site inspections, and mileage submitted to FEMA.
  - All documents reflecting any internal investigation conducted into allegation of fraud or improper engineering practices arising from Hurricane Sandy.
  - Any document [WYO] contends supports the suggestion, if any, that the Plaintiffs caused or contributed to their losses / damages through failure to mitigate, spoliation, or any other manner.
  - Any document that reflects a change in policy, practice, or procedure--if any--that you instituted or amended as a result of the Hurricane Sandy litigation, or the allegations raised in the live complaint.
  - Any document you contend supports the suggestion, if any, that you were not aware of the engineering reports made the basis of this lawsuit, including the original drafts and/or their subsequent altering / amendments.

#### • Institutional Written Discovery

- Plaintiffs request the Court to allow Plaintiffs to send the following institutional written discovery requests in each of the affected cases prior to the evidentiary hearing scheduled by the Court:
  - All [U.S. Forensic/HiRise/UTC] reports regarding Hurricane Sandy claims in New York with corresponding invoices;
  - Any indemnity agreement and/or contract between [U.S. Forensic/HiRise/UTC] and [WYO / Adjusting Company] and/or [Defense Counsel];

- All documents drafted, prepared, reviewed, changed, altered or transmitted in any part by [U.S. Forensic/HiRise/UTC] regarding Hurricane Sandy;
- Exact copies of all information and documents produced by [U.S. Forensic/HiRise/UTC] to the New York Attorney General;
- All billing records for work performed by [U.S. Forensic/HiRise/UTC];
- Records of all payments to [U.S. Forensic/HiRise/UTC];
- List of all engineering companies used by [WYO / Adjusting Company] to evaluate flood damage caused by Hurricane Sandy;
- The number of claims on which [WYO / Adjusting Company] hired an engineer to evaluate Hurricane Sandy flood damage;
- All communications between [WYO Company], [Engineering Company],
   [Adjusting Company] and/or FEMA;
- All requests for indemnity from [WYO Company] to FEMA; and
- All bills/invoices that reflect charges or claims to FEMA for services rendered by [WYO Company], [Engineering Company] and/or [Adjusting Company].
- Documents (including electronic documents or information) relating to the screening, training, hiring, managing, supervision, and/or quality control of employees at HiRise Engineering.
- The personnel files for Pappalardo, Skartsiaris, Smaragdas, Garove, Grover, Grogan, and others responsible, in whole or in part, for the drafting, discussion, forwarding, or other connection to any engineering report from HiRise, United Technical Consultants, and/or U.S. Forensic. Protected information such as HIPPA information or social security numbers may be redacted.
- All training, policy, or other directive documents relating to the handling of claims and/or engineering reports, communications with engineers, and or the processing of claims.
- All documents received from any governmental entity, agency, or quasiagency (including, but not limited to FEMA) that relate to [WYO's] handling of claims including those of Hurricane Sandy.
- Any document you contend supports the suggestion, if any, that [WYO] or [WYO] employees were unaware of the altered engineering reports, or where otherwise not responsible for their alteration or editing.

#### (2) Improper Estimating Software Practices

The cases listed on Exhibit A have potentially been affected by improper estimating software practices, including but not limited to:

- Wrongful exclusion of material sales tax;
- Wrongful exclusion of overhead and profit; and
- Inadequate investigation by and/or collusion with WYO carriers, adjusting companies, and FEMA regarding these improper estimating software practices.

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Plaintiffs believe any estimate of Hurricane Sandy damage generated in through Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. may contain software discrepancies. Plaintiffs reserve the right to explore this issue in an evidentiary hearing even though the case and/or issue may not be listed on Exhibit A hereto.

Should all outstanding matters not be resolved by April 27th, Plaintiffs request evidentiary hearings in the cases listed on Exhibit A to resolve these issues and determine if monetary and/or evidentiary sanctions are appropriate.

Additionally, Plaintiffs request the Court allow Plaintiffs to conduct at least the following discovery regarding these improper estimating software practices:

- Plaintiffs request the Court to allow Plaintiffs to depose at least the following Representatives:
  - o Corporate Representative of Simsol Insurance Services, Inc.
  - o Corporate Representative of Simultaneous Solutions, Inc.
  - Corporate representative from each WYO carrier and/or Adjusting Company whose adjusters used Simsol Insurance Services, Inc. or Simultaneous Solutions, Inc. to estimate Hurricane Sandy flood damage.
- Plaintiffs request the Court to allow Plaintiffs to request the following documents from Simsol Insurance Services, Inc. and Simultaneous Solutions, Inc. through a subpoena duces tecum attached to the oral deposition notice of the corporate representative, or in the alternative through depositions on written questions, and request the following:
  - o Copy of all price lists used to prepare estimates and building and repair costs associated with Hurricane Sandy
  - o From 2011 to present, all written and electronic communications, including but not limited to, correspondence (notes, comments, claim history, update statuses, communications, action items, notifications, and/or assignments), emails (regardless of system being used), facsimiles, memorandum, and/or notes, between, generated by and/or received by the following entities, Simsol Insurance Services, Inc., Simultaneous Solutions, Inc., [WYO CARRIERS] for the purpose of generating estimates and establishing and updating building and repair costs associated with Hurricane Sandy property claims in New York.
  - o All contracts and licensing agreements between Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. and [WYO / Adjusting Company].
  - O All correspondence, whether hand written, typed, computer generated, or emails between Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. and [WYO / Adjusting Company] regarding the inclusion of materials sales tax when estimating the cost to repair flood damage in New York from January 1, 2010 to December 31, 2013.
  - All instructions, memoranda, guidelines and/or other communications, whether hand-written, typed, computer-generated regarding the inclusion of material sales tax on estimates written with Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. pricing when estimating the cost to repair flood damage in New York from January 1, 2010 to December 31, 2013.

- O All correspondence, whether hand written, typed, computer generated, or emails between Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. and [WYO / Adjusting Company] regarding the inclusion of overhead and profit when estimating the cost to repair flood damage in New York from January 1, 2010 to December 31, 2013.
- O All instructions, memoranda, guidelines and/or other communications, whether hand-written, typed, computer-generated regarding the inclusion of overhead and profit on estimates written with Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. pricing when estimating the cost to repair flood damage in New York from January 1, 2010 to December 31, 2013.
- o For any survey/survey campaign of the prices in New York completed by Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. (including any subsidiary or related entities, if any), from January 1, 2010 to December 31, 2013, please produce the following:
  - All correspondence, whether hand written, typed, computer generated, or emails between Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. and the person/company who was contacted for the survey;
  - The raw data behind the final survey results;
  - The final survey results, and
  - All correspondence, whether hand written, typed, computer generated, or emails between Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. and [WYO], (including any subsidiary or related entities or employees of any subsidiary or related entities, if any), regarding the survey and the survey results.
- O All correspondence, whether hand written, typed, computer generated, or emails between Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. and [WYO / Adjusting Company] regarding [WYO / Adjusting Company] ability to revise/edit the prices reflected in the Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. Price Lists published by Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. from January 1, 2010 to December 31, 2013.
- O All instructions, memoranda, guidelines and/or other communications, whether hand-written, typed, computer-generated or email, meant to guide, or limit State Farm's ability to revise/edit the roofing prices reflected in the Simsol Price Lists published by Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. from January 1, 2010 to December 31, 2013.
- O Any written agreement between Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. and [WYO / Adjusting Company] related to [WYO / Adjusting Company] ability to revise/edit the prices reflected in the Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. Price Lists published by Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc..
- All correspondence, whether hand written, typed, computer generated, or emails from [WYO / Adjusting Company] requesting that Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. perform a survey of the prices in New York from January 1, 2010 to December 31, 2013.

- O All documents or communications, including electronic, submitted to, or received by, Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. identifying material prices in New York County from January 1, 2010 to December 31, 2013.
- o All documents or communications, including electronic, submitted to, or received by, Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. identifying labor rates in New York from January 1, 2010 to December 31, 2013.
- All documents identifying date(s) on which [WYO / Adjusting Company], or any
  person or entity on its behalf, received updates of the Simsol Insurance Services,
  Inc. and/or Simultaneous Solutions, Inc. Price Lists from Simsol from January 1,
  2011 to present.
- O Any and all operation guides, user manuals, instructions, FAQs, memoranda, or similar documents or other information, regardless of form, regarding Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. This request is limited to all documents, materials, or other information produced, exchanged, or otherwise disseminated from January 1, 2011 to the present.
- O Any and all records and correspondence used or referenced by Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. to verify that the prices included in Simsol Insurance Services, Inc. and/or Simultaneous Solutions, Inc. Price Lists, from January 1, 2011 to the present, were accurate based on local market conditions in New York.

Plaintiffs reserve the right to request additional discovery.

### **Request for Relief**

Plaintiffs have detailed above the requested relief sought on the cases listed in Exhibit A. Plaintiffs reserve the right to request additional relief from the Court after an evidentiary hearing and/or discovery is conducted.

Please note that the requested relief in the following cases listed on Exhibit A differs from that which is requested above:

- Cause No. 2:14-cv-02568; Duhl v. U.S. Department of Homeland Security, et al. Plaintiff is seeking the full amount of his loss (remaining policy limits), additional amounts under the terms of the policy relating to personal property loss, recovery of expenses of engineers, reasonable attorney's fees, adjusters' fees, consulting and accounting fees.
- Cause No. 1:14-cv-06562; Cohn v. FEMA and NFIP Plaintiff is seeking payment of full policy limits.
- Cause No. 2:14-cv-06430; Carey v. American Bankers Ins. Co. of Florida Plaintiff is seeking payment of full policy limits.

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• Cause No. 1:14-cv-04921; Wagner v. The Standard Fire Ins. Co. – Plaintiff is seeking payment of net flood damages claimed in his proof of loss.

Sincerely,

/s/ J. Steve Mostyn

J. Steve Mostyn

### **CASES AFFECTED BY IMPROPER PRACTICES**

Cause No.	Name	Issue(s)
1:14-cv-02199	Adamiszyn, Joyce & Peter v. Standard Fire Ins. Co.	Engineering
1:14-cv-01274	Adams v. Standard Fire Ins. Co.	Engineering
2:13-cv-06992	Alexander vs. New York Central Mutual Fire Ins. Co.	Software Discrepency
1:14-cv-00287	Annarelli, Richard	Engineering
2:13-cv-06620	Apdiroglu vs. National Flood Insurance Program	Software Discrepency
1:13-cv-06645	Badamo v. Allstate	Engineering
1:13-cv-06575	Badamo v. NFIP	Engineering
2:13-cv-05912	Baiardi v. The Standard Fire Ins. Co.	Engineering, Software
2:13-CV-05912	Balardi V. The Standard Fire Ins. Co.	Discrepency
1:13-cv-06579	Baldeo v. NFIP	Engineering
2:13-cv-06996	Balinsky v. Allstate	Engineering
1:14-cv-06219	Ball, Michael & Jessica v. Liberty Mutual Ins. Co.	Software Discrepency
1:13-cv-5956	Balmes v. Standard Fire Ins. Co.	Software Discrepency
2:13-cv-06739	Barillaro v. Allstate	Engineering
1:14-cv-01273	Baroudos/Manos v. Standard Fire Ins. Co.	Software Discrepency
1.12 07112	Devents of The Standard Fire Incomes Comment	Engineering, Software
1:13-cv-07112	Barrett vs. The Standard Fire Insurance Company	Discrepency
2:14-cv-02770	Bartichek, v. Standard Fire Ins. Co.	Software Discrepency
1.12 *** 05000	Dettista Deise	Engineering, Software
1:13-cv-05999	Battista, Brian	Discrepency
2:14-cv-00165	Baumann v. Standard Fire Ins. Co.	Software Discrepency
1:14-cv-00683	BDP Realty Assoc. v. American Bankers Ins. Co. of Florida	Software Discrepency
2:14-cv-00400	Beaumont v. Wright National Flood Ins. Co.	Engineering
1:13-cv-06649	Benigno v. Allstate	Engineering
1:13-cv-7302	Pannatt Timathy y Liberty Mutual Fire Inc. Co.	Engineering, Software
1:13-64-7302	Bennett, Timothy v. Liberty Mutual Fire Ins. Co.	Discrepency
1:14-cv-01271	Benson v. American Bankers Ins. Co.	Engineering, Software
1.14-0-01271	benson v. American bankers his. co.	Discrepency
2:13-cv-06725	Biondo, Kristi v. Allstate	Engineering
1:13-cv-07020	Birnbaum vs. The Standard Fire Ins. Co.	Software Discrepency
2:13-cv-06886	Blackburn v. The Standard Fire Ins. Co.	Engineering, Software
2.13-00-00000	blackbulli v. Tile Stalldald File IIIS. Co.	Discrepency
1:14-cv-06226	Blauvelt v. American Bankers Ins. Co. of Florida	Software Discrepency
1:13-cv-06243	Blenman, Derek	Engineering
14-cv-0345	Bonne v. Wright National Flood Ins. Co.	Engineering
2:14-cv-00402	Braddish v. Wright National Flood Ins. Co.	Engineering
2:13-cv-06887	Bravo v. The Standard Fire Ins. Co.	Software Discrepency
2:14-cv-02769	Brennan, Jill	Engineering
2:14-cv-00126	Brenner v. Hartford	Software Discrepency
1:13-cv-06936	Bresnahan v. The Standard Fire Ins. Co.	Engineering
1:13-cv-06291	Britt v. American Bankers	Software Discrepency
2:13-cv-06729	Bromberg, Christina v. Allstate	Engineering
2:14-cv-02768	Brooks, Mary v. Allstate	Engineering
1:13-cv-06584	Bryan v. NFIP	Software Discrepency



1.14 00005	Dualdania Amaniana Danlana	C-# D:
1:14-cv-00695	Buckley v. American Bankers	Software Discrepency
2:14-cv-00403	Buonomo v. Wright National Flood Ins. Co.	Engineering
2:13-cv-05994	Buontempone v. Utica First Ins. Co.	Engineering, Software Discrepency
2:13-cv-05989	Burchianti v. Fidelity Ins. Co.	Software Discrepency
2:13-cv-06890	Burchianti v. Standard Fire Ins. Co.	Engineering
1:14-cv-01555	Burik v. Standard Fire Ins. Co.	Engineering
2:14-cv-00404	Burke v. Wright National Ins. Co.	Software Discrepency
1:14-cv-3348	Purns Thomas y Standard Fire Inc. Co.	Engineering, Software
	Burns, Thomas v. Standard Fire Ins. Co.	Discrepency
2:13-cv-6888	Bussami Valaria v Standard Fire Inc. Co	Engineering, Software
Z:13-UV-0000	Buscemi, Valerie v. Standard Fire Ins. Co.	Discrepency
1:13-cv-6939	Butigian, Mark & Marilyn v. Standard Fire Ins. Co.	Engineering
1:13-cv-06941	Cahill v. The Standard Fire Ins. Co.	Software Discrepency
2:14-cv-00405	Callahan v. Wright National Flood Ins. Co.	Engineering
1:14-cv-06168	Campisi v. NFIP	Software Discrepency
1:13-cv-06942	Cannon, Richard	Engineering
2:14-cv-06430	Carey v. American Bankers Ins. Co. of Florida	Engineering
1:13-cv-6653	Carlson, Elizabeth v. Allstate	Engineering
1:14-cv-1825	Carlton, Mary v. Allstate	Engineering
2:14-cv-03425	Carney v. NFIP	Software Discrepency
		Engineering, Software
1:13-cv-6591	Carter, Concetta v. NFIP	Discrepency
2:14-cv-00172	Casimano, Cathlena/ Fazekas, Liam v. Hartford Ins. Co.	Software Discrepency
2:14-cv-00570	Cavallo v. Nationwide Mutual Fire Ins. Co.	Software Discrepency
3:13-cv-06940	Cavanaugh vs. National Flood Insurance Program	Software Discrepency
1:14-cv-00387	Cloos v. Wright National Flood Ins. Co.	Engineering
1:13-cv-06946	Coady vs. The Standard Fire Insurance Company	Software Discrepency
2:14-cv-02407	Cohen, Larry/Schmidt, Janice v. Utica First Ins. Co.	Engineering
1:14-cv-06562	Cohn v. FEMA and NFIP	Engineering
1:13-cv-05958	Colleran v. Allstate Ins. Co.	Software Discrepency
2:13-cv-06916	Condinzio v. The Standard Fire Ins. Co.	Software Discrepency
2:14-cv-00406	Connell v. Wright National Flood Ins. Co.	Software Discrepency
2:13-cv-06895	Conway v. The Standard Fire Ins. Co.	Software Discrepency
2:14-cv-00766	Cooper v. Fugate, et. al	Engineering
1:13-cv-06959	Courtney v. The Standard Fire Insurance Company	Software Discrepency
2:14-cv-00407	Craft, Peter/Dorothy v. Wright National Flood Ins. Co.	Software Discrepency
1:13-cv-06966	Crowley v. The Standard Fire Ins. Co.	Software Discrepency
1:13-cv-07021	Crowley v. The Standard Fire Ins. Co.	Software Discrepency
2:14-cv-00164	Cuddihy v. Standard Fire Insurance Company	Engineering
2:13-cv-06903	Cullimore v. Standard Fire Ins. Co.	Engineering
1:14-cv-00700	Curley v. American Bankers Ins. Co.	Engineering
1:14-cv-00701	Curley, Theresa v. American Bankers Ins. Co. of Florida	Engineering
1:14-cv-02201	Curte, Nicole v. Allstate	Software Discrepency
1:14-cv-00860	D'Ambrosi v. Fidelity National Ins. Co	Engineering
1:13-cv-07310	Dawo v. Liberty Mutual Fire Ins. Co.	Engineering
2:14-cv-00408	Deely v. Wright National Flood Ins. Co.	Engineering

1:13-cv-06661	Delpino v. Allstate Ins. Co.	Engineering
1:13-cv-06663	Demic v. Allstate Insurance Company	Engineering
1:14-cv-00140	Denamiel v. American Bankers Ins. Co.	Engineering
2:14-cv-00409	Dentice v. Wright National Flood Ins. Co.	Engineering
1:13-cv-06664	Denver, Barbara v. Allstate	Engineering
2:13-cv-06000	Dixon v. New York Central Mutual Fire Ins. Co.	Software Discrepency
1:13-cv-06974	Dolan vs. The Standard Fire Insurance Company	Engineering
1:13-cv-06975	Donnelly et al v. The Standard Fire Insurance Company	Engineering, Software Discrepency
2:14-cv-00174	Donnelly vs. Hartford Ins. Co. of the Midwest	Software Discrepency
1:13-cv-05957	Downs v. Liberty Mutual Ins. Co.	Software Discrepency
1:13-cv-06668	Doyle v. Allstate Ins. Co.	Software Discrepency
1:13-cv-06978	Doyle, Robert/Kathleen v. The Standard Fire Ins. Co.	Software Discrepency
1:13-cv-7022	Duggan v. Standard Fire Ins. Co.	Engineering, Software Discrepency
1:14-cv-06920	Dweck et al v. Hartford Ins. Co. of the Midwest	Engineering
1:13-cv-06674	Fabbricante v. Allstate Flood Ins. Co.	Engineering
1:14-cv-00155	Fallon v. National Flood Ins. Program	Software Discrepency
1:13-cv-06981	Farr vs. The Standard Fire Insurance Company	Software Discrepency
2:14-cv-00170	Faulkner v. Selective Ins. Co. of America	Engineering, Software Discrepency
2:14-cv-00411	Febrizio v. Wright National Flood Ins. Co.	Engineering
1:13-cv-06930	Feerick v. Standard Fire Ins. Co.	Software Discrepency
1:14-cv-00210	Feimer, Timothy J. & Joan M.	Engineering
1:13-cv-06593	Fetter v. National Flood Ins. Program	Engineering
2:14-cv-00437	Finnegan v. Fidelity National Flood Insurance	Engineering
2:14-cv-00438	Fischer v. Wright National Flood Ins. Co.	Software Discrepency
1:13-cv-06676	Fitzgerald v. Allstate Ins. Co.	Engineering
1:13-cv-06689	Fitzgerald, John v. Allstate	Engineering
2:13-cv-06768	Fitzpatrick, Thomas v. Alstate	Engineering
2:13-cv-06889	Florio vs. The Standard Fire Insurance Company	Software Discrepency
1:14-cv-00709	Flynn v. Liberty Mutual Fire Ins. Co.	Engineering, Software Discrepency
1:13-cv-06677	Foti v. Allstate Ins. Co.	Engineering
2:13-cv-06905	Fox v. Standard Fire Ins. Co.	Engineering, Software Discrepency
1:14-cv-00687	Franchok v. American Bankers Ins. Co.	Software Discrepency
2:13-cv-06580	Fraser, Duncan/Margaret v. NFIP	Software Discrepency
2:13-cv-06578	Fraser, Duncan/Maureen v. NFIP	Engineering, Software Discrepency
1:13-cv-6373	Fugelsang v. National Flood Insurance Program	Engineering
1:14-cv-00689	Gallagher v. American Bankers Ins. Co. of Florida	Engineering
2:14-cv-00689	Galligan v. Stillwater Insurance Group / Fidelity	
1:14-cv-00681	Gemmell v. American Bankers	Engineering Software Discrepancy
	Germano v. American Bankers Ins. Co.	Software Discrepency
2:14-cv-00667		Software Discrepency
2:13-cv-06732	Gerry, Randee v. Allstate	Engineering Software Discrepancy
2:13-cv-06931	Gessner vs. The Standard Fire Ins. Co.	Software Discrepency

2:14-cv-00439	Giolanzo y Wright National Flood Inc. Co.	Engineering
2:14-cv-00439 2:14-cv-00440	Gialanze v. Wright National Flood Ins. Co. Giardelli v. Wright National Flood Ins. Co.	Engineering Engineering
2:14-cv-00440 2:13-cv-06733	Giardullo v. Allstate Ins. Co.	Engineering
2:13-cv-06734	Gillespie v. Allstate	Engineering
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2:14-CV-03937	Giovinco, Joseph/Patricia v. Fidelity	Engineering
2:14-cv-02261	Goldstein v. Standard Fire Ins. Co.	Engineering
2:14-cv-02183	Gonzalez, Don/Hunter, Andre v. The Standard Fire Ins. Co.	Engineering
2:14-cv-00441	Goodman v. Wright National Flood Ins. Co.	Software Discrepency
1:13-cv-06983	Grace vs. The Standard Fire Insurance Company	Engineering, Software
	· ·	Discrepency
2:14-cv-00442	Greenberger v. Wright National Flood Ins. Co.	Software Discrepency
2:13-cv-06736	Greengus v. Allstate Insurance Company	Engineering
2:14-cv-00214	Grob vs. The Standard Fire Insurance Company	Engineering, Software
2.14-0-00214	Grob vs. The Standard Fire Insurance Company	Discrepency
1.12 - 06207	Current NEID	Engineering, Software
1:13-cv-06297	Gusmorino v. NFIP	Discrepency
1:14-cv-00081	Guthenberg v. Allstate Ins. Co.	Engineering
1:13-cv-07393	Guttieri v. Liberty Mutual Fire Insurance Company	Engineering
		Engineering, Software
1:13-cv-07393	Guttieri v. Liberty Mutual Fire Insurance Company	Discrepency
1:14-cv-00646	Hadef v. Allstate Ins. Co.	Engineering
1:13-cv-06596	Halligan et al v. The National Flood Ins. Program	Software Discrepency
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2:14-cv-02776	Isaacs et al vs. The Standard Fire Ins. Co.	Software Discrepency
1:14-cv-00691	Jackman v. American Bankers	Software Discrepency
2:13-cv-06907	Jacobson v. Standard Fire Ins. Co.	Software Discrepency
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1:13-cv-06990	Jones v. Standard Fire Ins. Co.	Software Discrepency
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2:13-cv-06583	Keating v. NFIP	Discrepency

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2:13-cv-06741	Korenstein v. Allstate Ins. Co.	Engineering
2:14-cv-00449	Kreutz v. Wright National Flood Ins. Co.	Engineering
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1:14-cv-00151 1:13-cv-07019 1:13-cv-06986 1:14-cv-01272	McGee et al v. Fidelity National Insurance Company McGovern v. Standard Fire Insurance Company McKeefrey v. Standard Fire Insurance Company McManus v. American Bankers Insurance Company of Florida	Discrepency Software Discrepency Engineering Software Discrepency Software Discrepency

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