

DOCKET NO.: UWY-CV22-6066745-S

THERAPLANT, LLC	:	SUPERIOR COURT
	:	
	:	JUDICIAL DISTRICT OF WATERBURY
V.	:	
	:	
NATIONAL FIRE & MARINE INSURANCE COMPANY	:	AUGUST 30, 2022

NOTICE TO SUPERIOR COURT OF REMOVAL

PLEASE TAKE NOTICE that Defendant National Fire & Marine Insurance Company has filed a Notice of Removal of Civil Action in the United States District Court for the District of Connecticut for removal of this action thereto. A copy of said Notice is attached hereto.

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. § 1446(e) this court “shall proceed no further unless and until the case is remanded.”

DEFENDANT
NATIONAL FIRE

By /s/ Peter R. Meggers
Gregory P. Varga
Peter R. Meggers
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597
Tel. No.: (860) 275-8200
Fax No.: (860) 275-8299
E-mail: gvarga@rc.com
pmeggers@rc.com
Juris No.: 050604

CERTIFICATION

I certify that a copy of the above was or will immediately be mailed or delivered electronically or non-electronically on August 30, 2022 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

Michael T. McCormack
Amy E. Markim
O'Sullivan McCormack Jensen & Bliss PC
180 Glastonbury Boulevard, Suite 210
Glastonbury, CT 06033
mmccormack@omjblaw.com
amarkim@omjblaw.com

/s/ Peter R. Meggers
Peter R. Meggers

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

THERAPLANT, LLC	:	
Plaintiff,	:	
V.	:	CIVIL NO. 3:22-cv-1095
	:	
NATIONAL FIRE & MARINE INSURANCE	:	
COMPANY	:	
	:	
Defendant.	:	AUGUST 30, 2022
	:	

NOTICE OF REMOVAL

Defendant National Fire & Marine Insurance Company, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, files this Notice of Removal of the above-entitled action from the Connecticut Superior Court for the Judicial District of Waterbury (the “State Court Action”) to the United States District Court for the District of Connecticut. In support of this Notice, National Fire & Marine Insurance Company states as follows:

1. The Complaint in the State Court Action is dated August 1, 2022. It was filed in the Superior Court on August 4, 2022 and assigned Docket No. UWY-CV22-6066745-S.

2. On or about August 1, 2022, National Fire & Marine Insurance Company was served with the Complaint in the State Court Action via substitute service on the Connecticut Commissioner of Insurance. National Fire & Marine Insurance Company received a copy of the Complaint on or about August 5th, 2022. As explained by numerous district courts within this Circuit, “[w]hen service of process is made upon a statutory agent rather than on the defendant personally, the thirty-day period during which the defendant may remove the case does not begin with service upon the agent, but rather, when the defendant receives personal service of the

summons and complaint.” *Londregan v. CUNA Mut. Ins. Soc’y*, No. 3:09-CV-1540 (MRK), 2009 WL 4730441, at *3 (D. Conn. Dec. 7, 2009) (concluding that time for removal under U.S.C. § 1446 (b) begins to run when defendant actually receives summons and complaint and not when service is made on Connecticut’s Office of Insurance Commissioner). Pursuant to 28 U.S.C. § 1446 (a), copies of all process, pleadings and orders served upon Defendant are attached hereto as **Exhibit A**. A copy of the Return of Service in the State Court Action is attached hereto as **Exhibit B**.

3. This Notice of Removal is timely filed pursuant to 28 U.S.C. §1446(b) and Rule 6 of the Federal Rules of Civil Procedure because it is filed within thirty (30) days of Defendant’s initial receipt of the Complaint, which constitutes the “pleading . . . from which it may first be ascertained that the case is on which is . . . removable.” 28 U.S.C. §1446(b).

4. The ground for removal is diversity of citizenship under 28 U.S.C. §1332, insofar as Defendant and Plaintiff are currently citizens of different states and have been citizens of different states since this action was commenced. Specifically:

- a. Plaintiff is a Connecticut limited liability company operating a business at 856 Echo Lake Road, Watertown, CT 06795.
- b. National Fire & Marine Insurance Company is, and at all times was, incorporated under the laws of Nebraska, and its principal place of business is, and at all material times has been in Nebraska.

5. In addition, as required by 28 U.S.C. § 1332(a), the amount in controversy is in excess of \$75,000.00. Pursuant to the Connecticut General Statutes, Plaintiff set forth a separate demand for relief in which it claims damages in excess of \$15,000.00, exclusive of interests and

costs. *See* Conn. Gen. Stat. § 52-01 (“When money damages are sought in the demand for relief, the demand for relief shall set forth: (1) That the amount . . . in demand is fifteen thousand dollars or more, exclusive of interest and costs. . . .”); *see also Vermande v. Hyundai Motor America, Inc.*, 352 F. Supp. 2d 195, 197 (D. Conn. 2004) (“Connecticut does not require a plaintiff to state the precise amount sought in litigation but only requires a plaintiff to allege whether more than \$15,000 is in dispute”). Plaintiff seeks damages based on, *inter alia*, Defendant’s alleged breach of contract. Plaintiff’s latest demand was in excess of \$1.75 million.

6. Because there is complete diversity of citizenship and because it is reasonably probable that the amount in controversy exceeds \$75,000.00, this Court has jurisdiction under the provisions of 28 U.S.C. § 1441(b).

7. Defendant National Fire & Marine Insurance Company will file a copy of this Notice of Removal with the Clerk of the Connecticut Superior Court for the Judicial District of Waterbury pursuant to 28 U.S.C. § 1446(d).

8. Defendant National Fire & Marine Insurance Company reserves the right to raise all defenses and objections in this action after the action is removed to this Court.

NATIONAL FIRE & MARINE
INSURANCE COMPANY

By /s/ Peter R. Meggers

Gregory P. Varga (ct24103)

Peter R. Meggers (ct29221)

Robinson & Cole LLP

280 Trumbull Street

Hartford, CT 06103-3597

Tel. No.: (860) 275-8200

Fax No.: (860) 275-8299

E-mail: gvarga@rc.com

pmeggers@rc.com

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid, on this 30 day
of August, 2022 to:

Michael T. McCormack
Amy E. Markim
O'Sullivan McCormack Jensen & Bliss PC
180 Glastonbury Boulevard, Suite 210
Glastonbury, CT 06033
mmccormack@omjblaw.com
amarkim@omjblaw.com

Peter R. Meggers
Peter R. Meggers

EXHIBIT A

SUMMONS - CIVIL

JD-CV-1 Rev. 2-20
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;
P.B. §§ 3-1 through 3-21, 8-1, 10-13

For information on
ADA accommodations,
contact a court clerk or
go to: www.jud.ct.gov/ADA.

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

**Instructions are on page 2.**

- ☐ Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.
- ☒ Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.
- ☐ Select if claiming other relief in addition to, or in place of, money or damages.

TO: Any proper officer

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code)

300 Grand Street, Waterbury, CT 06702

Telephone number of clerk

(203) 591 - 3300

Return Date (Must be a Tuesday)

08/23/2022

☒ Judicial District

G.A.

At (City/Town)

Waterbury

Case type code (See list on page 2)

Major: **C**

Minor: **20**

For the plaintiff(s) enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)

O'Sullivan McCormack Jensen & Bliss, P.C. 180 Glastonbury Blvd., Ste. 210, Glastonbury, CT 06033

Juris number (if attorney or law firm)

407344

Telephone number

(860) 258 - 1993

Signature of plaintiff (if self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. ☒ Yes ☐ No

E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book (if agreed)

mmccormack@omjblaw.com

Parties	Name (Last, First, Middle Initial) and address of each party (Number; street; P.O. Box; town; state; zip; country, if not USA)	
First plaintiff	Name: Theraplant, LLC	P-01
	Address: 856 Echo Lake Road, Watertown, CT 06795	
Additional plaintiff	Name:	P-02
	Address:	
First defendant	Name: National Fire & Marine Insurance Company	c/o Agent: Andrew Mais, CT Insurance Commissioner
	Address: 1314 Douglas Street, Ste. 1400, Omaha, NE 68102	153 Market Street, Hartford, CT 06103
Additional defendant	Name:	D-02
	Address:	
Additional defendant	Name:	D-03
	Address:	
Additional defendant	Name:	D-04
	Address:	
Total number of plaintiffs: 1		Total number of defendants: 1
		☐ Form JD-CV-2 attached for additional parties

Notice to each defendant

- You are being sued.** This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
- To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
- If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
- If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
- If you have questions about the summons and complaint, you should talk to an attorney.

The court staff is not allowed to give advice on legal matters.

Date 08/01/2022	Signed (Sign and select proper box) 	☒ Commissioner of Superior Court ☐ Clerk	Name of person signing Michael T. McCormack
If this summons is signed by a Clerk: a. The signing has been done so that the plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law. c. The court staff is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.			For Court Use Only File Date
I certify I have read and understand the above:	Signed (Self-represented plaintiff)	Date	Docket Number

Instructions

1. Type or print legibly. If you are a self-represented party, this summons must be signed by a clerk of the court.
2. If there is more than one defendant, make a copy of the summons for each additional defendant. Each defendant must receive a copy of this summons. Each copy of the summons must show who signed the summons and when it was signed. If there are more than two plaintiffs or more than four defendants, complete the Civil Summons Continuation of Parties (form JD-CV-2) and attach it to the original and all copies of the summons.
3. Attach the summons to the complaint, and attach a copy of the summons to each copy of the complaint. Include a copy of the Civil Summons Continuation of Parties form, if applicable.
4. After service has been made by a proper officer, file the original papers and the officer's return of service with the clerk of the court.
5. Use this summons for the case type codes shown below.

Do not use this summons for the following actions:

- | | |
|--|---|
| <ul style="list-style-type: none"> (a) Family matters (for example divorce, child support, custody, paternity, and visitation matters) (b) Any actions or proceedings in which an attachment, garnishment or replevy is sought (c) Applications for change of name (d) Probate appeals | <ul style="list-style-type: none"> (e) Administrative appeals (f) Proceedings pertaining to arbitration (g) Summary Process (Eviction) actions (h) Entry and Detainer proceedings (i) Housing Code Enforcement actions |
|--|---|

Case Type Codes

MAJOR DESCRIPTION	CODE Major/ Minor	MINOR DESCRIPTION	MAJOR DESCRIPTION	CODE Major/ Minor	MINOR DESCRIPTION
Contracts	C 00	Construction - All other	Property	P 00	Foreclosure
	C 10	Construction - State and Local		P 10	Partition
	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 90	All other
	C 50	Uninsured/Underinsured Motorist Coverage	Torts (Other than Vehicular)	T 02	Defective Premises - Private - Snow or Ice
	C 60	Uniform Limited Liability Company Act - C.G.S. 34-243		T 03	Defective Premises - Private - Other
	C 90	All other		T 11	Defective Premises - Public - Snow or Ice
Eminent Domain	E 00	State Highway Condemnation		T 12	Defective Premises - Public - Other
	E 10	Redevelopment Condemnation		T 20	Products Liability - Other than Vehicular
	E 20	Other State or Municipal Agencies		T 28	Malpractice - Medical
	E 30	Public Utilities & Gas Transmission Companies		T 29	Malpractice - Legal
	E 90	All other		T 30	Malpractice - All other
Housing	H 10	Housing - Return of Security Deposit		T 40	Assault and Battery
	H 12	Housing - Rent and/or Damages		T 50	Defamation
	H 40	Housing - Housing - Audita Querela/Injunction		T 61	Animals - Dog
	H 50	Housing - Administrative Appeal		T 69	Animals - Other
	H 60	Housing - Municipal Enforcement		T 70	False Arrest
	H 90	Housing - All Other		T 71	Fire Damage
Miscellaneous	M 00	Injunction		T 90	All other
	M 10	Receivership	Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 15	Receivership for Abandoned/Blighted Property		V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 20	Mandamus		V 05	Motor Vehicles* - Property Damage only
	M 30	Habeas Corpus (extradition, release from Penal Institution)		V 06	Motor Vehicle* - Products Liability Including Warranty
	M 40	Arbitration		V 09	Motor Vehicle* - All other
	M 50	Declaratory Judgment		V 10	Boats
	M 63	Bar Discipline		V 20	Airplanes
	M 66	Department of Labor Unemployment Compensation Enforcement		V 30	Railroads
	M 68	Bar Discipline - Inactive Status		V 40	Snowmobiles
	M 70	Municipal Ordinance and Regulation Enforcement		V 90	All other
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30	Wills, Estates and Trusts	W 10	Construction of Wills and Trusts
	M 83	Small Claims Transfer to Regular Docket		W 90	All other
	M 84	Foreign Protective Order			
	M 89	CHRO Action in the Public Interest - P.A. 19-93			
	M 90	All other			

RETURN DATE: AUGUST 23, 2022	:	SUPERIOR COURT
	:	
THERAPLANT, LLC	:	JUDICIAL DISTRICT OF
	:	
	:	WATERBURY
V.	:	
	:	
NATIONAL FIRE & MARINE	:	
INSURANCE COMPANY	:	AUGUST 1, 2022

COMPLAINT

The Parties

1. The Plaintiff Theraplant, LLC (“Theraplant”) is a Connecticut limited liability company operating a business at 856 Echo Lake Road, Watertown, Connecticut 06795 (“Covered Property”).

2. Theraplant grows, cultivates, processes, sells, and distributes cannabis products at the Covered Property.

3. Theraplant’s operations at the Covered Property are regulated, authorized, and licensed by the State of Connecticut.

4. The Defendant National Fire & Marine Insurance Company is a Nebraska insurance company with its principal place of business located at 1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102 (“National Indemnity”). National Indemnity is licensed by the State of Connecticut Insurance Department to write certain insurance policies, including a Commercial Lines Policy with commercial property coverage issued to Theraplant.

The Policy

5. National Indemnity issued to Theraplant a Commercial Lines Policy which included Commercial Property Coverage, Policy No. 12PRM025511-04, with effective dates of February 11, 2019 to February 11, 2020 (the “Policy”).

6. At all times material hereto, all premiums due under the Policy were paid and the Policy was in full force and effect.

7. The Policy provides, *inter alia*, coverage for direct physical loss of or damage to the Covered Property and loss of Business Income due to the necessary suspension of operations during a period of restoration.

Covered Losses

8. Under the Policy, National Indemnity is obligated to pay for business interruption (“Business Income”) losses sustained by Theraplant due to the necessary suspension of operations caused by direct physical loss of or physical damage to the Covered Property as a result of a covered cause of loss.

9. Fire is a covered cause of loss under the Policy.

10. “Business Income” means net income (net profit or loss before income taxes) that would have been earned, continuing normal operating expenses, and payroll.

11. “Suspension” means the slowdown or cessation of business activities. “Operations” means business activities occurring at the Covered Property. The “period of restoration” means the period of time that begins 72 hours after the time of direct physical loss or damage and ends on the earlier of: (a) the date the property should be repaired, rebuilt or replaced

with reasonable speed and similar quality; or (b) the date when business is resumed at a new permanent location.

12. In each period of 30 consecutive days after the period of restoration commences, the Policy provides coverage for loss of Business Income up to the Limit of Insurance multiplied by the Monthly Limit of Indemnity fraction.

The Fire and Suspension of Operations

13. On February 8, 2020, a lamp installed in a lighting fixture located in Flowering Room 2 exploded, failed, and disintegrated and caused a fire at the Covered Property.

14. Flowering Room 2 is part of the Covered Property.

15. The fire caused damage to Covered Property within Flowering Room 2 including, without limitation, grow lamps, horticultural tables, irrigation and fertilizing equipment, and ventilation equipment. Soot from the fire covered every surface in the room. Operations in Flowering Room 2 were required to be suspended until affected Covered Property was repaired or replaced, and the room was deep cleaned to the level required to satisfy strict requirements for producing goods for human consumption.

16. The fire is a covered loss under the Policy and National Indemnity accepted coverage for and paid for certain physical losses and damage to the Covered Property caused by the fire that occurred on February 8, 2020.

17. As a result of the fire, Theraplant was unable to use Flowering Room 2 for its normal business operations for seventy-one (71) days from February 8, 2020 through and including April 18, 2020.

18. Theraplant suffered a loss of income, profits, and business as a result of the fire and the inability to use Flowering Room 2 for its business operations, which constitutes a loss of Business Income under the Policy.

Claim and Denial

19. Theraplant submitted timely notice of the February 8, 2020 fire and resulting property damage and business income loss to National Indemnity.

20. On March 3, 2020, National Indemnity acknowledged Theraplant's notice of loss and the February 8, 2020 fire.

21. National Indemnity acknowledged Theraplant's claim for damage to Theraplant's Building and Business Personal Property. National Indemnity also acknowledged that Theraplant would have a claim for Business Income loss associated with the fire. Nonetheless, National Indemnity stated that "some of the claimed damages may not be within the coverage afforded by the Policy."

22. National Indemnity requested that Theraplant provide National Indemnity with certain information and documentation regarding Theraplant's Business Income claim.

23. Theraplant provided the requested information and documentation to National Indemnity.

24. On July 15, 2022, National Indemnity issued a letter to Theraplant in which it denied coverage for the Business Income loss.

COUNT ONE—Declaratory Judgment

1.-24. Paragraphs 1 through 24 of this Complaint are incorporated by reference and reallaged as paragraphs 1 through 24 of Count One if fully alleged herein.

25. The Declaratory Judgment Act, Connecticut General Statutes § 52-59, allows this Court to declare the rights and other legal relations of the parties to this dispute.

26. An actual controversy has arisen and now exists between Theraplant and National Indemnity concerning the respective rights and duties of the parties under the Policy. Theraplant requested coverage for Business Income losses caused by the fire that occurred at the Covered Property on February 8, 2020. National Indemnity has denied coverage for Theraplant's Business Income loss.

27. Theraplant therefore seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court declare that Theraplant has suffered Business Income losses caused by the fire that occurred at the Covered Property on February 8, 2020 that are within the Business Income coverage afforded by the Policy.

COUNT TWO – Breach of Contract

1.-24. Paragraphs 1 through 24 of this Complaint are incorporated by reference and realleged as paragraphs 1 through 24 of Count Two as if fully alleged herein.

25. Theraplant purchased a Commercial Lines Policy from National Indemnity, under which National Indemnity agreed to pay for Business Income losses sustained by Theraplant due to the necessary suspension of operations caused by direct physical loss of or physical damage to the Covered Property as a result of a covered cause of loss.

26. The Policy is a valid and enforceable contract between the National Indemnity and Theraplant.

27. Theraplant performed its obligations under the terms of the Policy including giving National Indemnity timely notice of Theraplant's claim. Alternatively, National

Indemnity has waived any terms or conditions of coverage and may not assert any term or condition in the Policy as a defense to liability.

28. Theraplant has sustained a loss of income, profits and business which qualify as a covered loss under the Business Income coverage in the Policy arising from the suspension of Theraplant's operations due to the February 8, 2020 fire.

29. National Indemnity has denied and not paid Theraplant's claim for Business Income losses related to the suspension of Theraplant's operations due to the February 8, 2020 fire, in breach of the Policy.

30. As a direct and proximate result of National Indemnity's breach, Theraplant has sustained damages in an amount to be determined at trial.

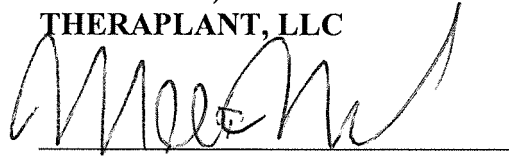
PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests relief and judgment against Defendant as follows:

- a. For a judgment against Defendant for the causes of action alleged against it;
- b. For compensatory damages in an amount to be proven at trial;
- c. For a declaration that Theraplant has suffered Business Income losses caused by the fire that occurred at the Covered Property on February 8, 2020 that are within the Business Income coverage afforded by the Policy;
- d. For pre-judgment and post-judgment interest at the maximum rate permitted by law; and
- e. For such other relief in law or equity as the Court deems just and proper.

**PLAINTIFF,
THERAPLANT, LLC**

By

A handwritten signature in black ink, appearing to read 'Michael T. McCormack', is written over a horizontal line.

Michael T. McCormack

Amy E. Markim

O'Sullivan McCormack Jensen & Bliss PC

180 Glastonbury Boulevard, Suite 210

Glastonbury, CT 06033

Phone (860) 258-1993

Fax (860) 258-1991

mmccormack@omjblaw.com

amarkim@omjblaw.com

Juris # 407344

Its Attorneys

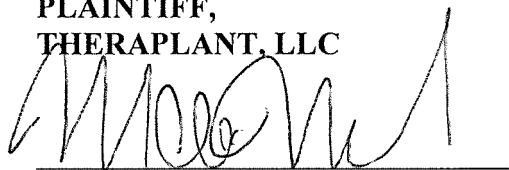
RETURN DATE: AUGUST 23, 2022	:	SUPERIOR COURT
	:	
THERAPLANT, LLC	:	JUDICIAL DISTRICT OF
	:	
V.	:	WATERBURY
	:	
NATIONAL FIRE & MARINE	:	
INSURANCE COMPANY	:	AUGUST 1, 2022

STATEMENT OF AMOUNT IN DEMAND

The amount in demand is in excess of \$15,000.00, exclusive of interest and costs in addition to the demand for non-monetary relief.

**PLAINTIFF,
THERAPLANT, LLC**

By



Michael T. McCormack
Amy E. Markim
O'Sullivan McCormack Jensen & Bliss PC
180 Glastonbury Boulevard, Suite 210
Glastonbury, CT 06033
Phone (860) 258-1993
Fax (860) 258-1991
mmccormack@omjblaw.com
amarkim@omjblaw.com
Juris # 407344
Its Attorneys

STATE OF CONNECTICUT:

: SS: HARTFORD

AUGUST 1, 2022

COUNTY OF HARTFORD :

Then and by virtue hereof, and by direction of the Plaintiff's Attorney, I left two (2) verified, true and attested copies of the within original WRIT, SUMMONS, COMPLAINT, PRAYER FOR RELIEF and STATEMENT OF AMOUNT IN DEMAND at the office of Andrew N. Mais, CT Insurance Commissioner, Statutory Agent for Service and duly authorized to accept service on behalf of the within named Defendant **NATIONAL FIRE & MARINE INSURANCE COMPANY** and paid statutory fees in the amount of \$50.00, at 153 Market Street, in the City of Hartford, County of Hartford.

And afterward, on the 1st day of August, 2022, a verified, true and attested copy of the within original WRIT, SUMMONS, COMPLAINT, PRAYER FOR RELIEF and STATEMENT OF AMOUNT IN DEMAND was deposited in the U.S. Mail, Rocky Hill, CT, Certified Mail and Return Receipt Requested, addressed to the within named Defendant:

NATIONAL FIRE & MARINE INSURANCE COMPANY

1314 DOUGLAS STREET, STE. 1400

OMAHA, NE 68102

The within are the original WRIT, SUMMONS, COMPLAINT, PRAYER FOR RELIEF and STATEMENT OF AMOUNT IN DEMAND with my doings hereon endorsed.

SERVICE:	\$ 40.00
PD INS COMM	50.00
PD POSTAGE	9.30
PAGES	30.00
16 MILES	10.00
ENDORSEMENTS	<u>4.00</u>
TOTAL:	\$143.30

ATTEST:



TIMOTHY J. BENNETT
CONNECTICUT STATE MARSHAL
HARTFORD COUNTY

STATE OF CONNECTICUT :

: SS: WETHERSFIELD

AUGUST 10, 2022

COUNTY OF HARTFORD :

RE: THERAPLANT, LLC

VS: NATIONAL FIRE & MARINE INSURANCE COMPANY

SUPPLEMENTAL RETURN

I received the enclosed certified return receipt from the U.S. Post Office addressed to the within named Defendant:

NATIONAL FIRE & MARINE INSURANCE COMPANY

Delivered on August 5, 2022.

ATTEST:

A handwritten signature in dark ink, appearing to read "T. J. Bennett", is written over a horizontal line.

TIMOTHY J. BENNETT
CONNECTICUT STATE MARSHAL
HARTFORD COUNTY



August 5, 2022

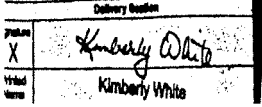
Dear Simple Certified:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8368 9784 6615 1712 93.

Item Details

Status: Delivered, Individual Picked Up at Postal Facility
Status Date / Time: August 5, 2022, 7:44 am
Location: OMAHA, NE 68102
Postal Product: First-Class Mail®
Extra Services: Certified Mail™
Return Receipt Electronic
Recipient Name: National Fire Marine Insurance Company

Recipient Signature

Signature of Recipient:	
	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

National Fire & Marine Insurance Company
1314 Douglas Street, Ste. 1400
Omaha, NE 68102
Reference #: Theraplant LLC vs National Fire & Marine Insurance Company - O'Sullivan

EXHIBIT B

STATE OF CONNECTICUT:

: SS: HARTFORD

AUGUST 1, 2022

COUNTY OF HARTFORD :

Then and by virtue hereof, and by direction of the Plaintiff's Attorney, I left two (2) verified, true and attested copies of the within original WRIT, SUMMONS, COMPLAINT, PRAYER FOR RELIEF and STATEMENT OF AMOUNT IN DEMAND at the office of Andrew N. Mais, CT Insurance Commissioner, Statutory Agent for Service and duly authorized to accept service on behalf of the within named Defendant **NATIONAL FIRE & MARINE INSURANCE COMPANY** and paid statutory fees in the amount of \$50.00, at 153 Market Street, in the City of Hartford, County of Hartford.

And afterward, on the 1st day of August, 2022, a verified, true and attested copy of the within original WRIT, SUMMONS, COMPLAINT, PRAYER FOR RELIEF and STATEMENT OF AMOUNT IN DEMAND was deposited in the U.S. Mail, Rocky Hill, CT, Certified Mail and Return Receipt Requested, addressed to the within named Defendant:

NATIONAL FIRE & MARINE INSURANCE COMPANY

1314 DOUGLAS STREET, STE. 1400

OMAHA, NE 68102

The within are the original WRIT, SUMMONS, COMPLAINT, PRAYER FOR RELIEF and STATEMENT OF AMOUNT IN DEMAND with my doings hereon endorsed.

SERVICE:	\$ 40.00
PD INS COMM	50.00
PD POSTAGE	9.30
PAGES	30.00
16 MILES	10.00
ENDORSEMENTS	<u>4.00</u>
TOTAL:	\$143.30

ATTEST:



TIMOTHY J. BENNETT
CONNECTICUT STATE MARSHAL
HARTFORD COUNTY

STATE OF CONNECTICUT :

: SS: WETHERSFIELD

AUGUST 10, 2022

COUNTY OF HARTFORD :

RE: THERAPLANT, LLC

VS: NATIONAL FIRE & MARINE INSURANCE COMPANY

SUPPLEMENTAL RETURN

I received the enclosed certified return receipt from the U.S. Post Office addressed to the within named Defendant:

NATIONAL FIRE & MARINE INSURANCE COMPANY

Delivered on August 5, 2022.

ATTEST:

A handwritten signature in dark ink, appearing to read "T. J. Bennett", is written over a horizontal line.

TIMOTHY J. BENNETT
CONNECTICUT STATE MARSHAL
HARTFORD COUNTY



August 5, 2022

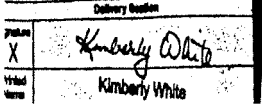
Dear Simple Certified:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8368 9784 6615 1712 93.

Item Details

Status: Delivered, Individual Picked Up at Postal Facility
Status Date / Time: August 5, 2022, 7:44 am
Location: OMAHA, NE 68102
Postal Product: First-Class Mail®
Extra Services: Certified Mail™
Return Receipt Electronic
Recipient Name: National Fire Marine Insurance Company

Recipient Signature

Signature of Recipient:	
	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

National Fire & Marine Insurance Company
1314 Douglas Street, Ste. 1400
Omaha, NE 68102
Reference #: Theraplant LLC vs National Fire & Marine Insurance Company - O'Sullivan