

RETURN DATE: MARCH 17, 2020

SUPERIOR COURT
JUDICIAL DISTRICT OF

CENTURY-NATIONAL Insurance Company
As subrogee of Steven & Gayle Temkin,

HARTFORD AT HARTFORD

Plaintiff(s),

-against-

OETIKER, INC., RSP INDUSTRIES INC., MATCO-
NORCA, INC., BENDER PLUMBING SUPPLIES
INCORPORATED, JAN GRYCKIEWICZ D/B/A
FARMINGTON PLUMBING,

Defendant(s).

COUNT ONE as to OETIKER, Inc.,

1. Plaintiff, CENTURY-NATIONAL Insurance Company., as subrogee of Steven & Gayle Temkin is an insurance company licensed to do business in the state of Connecticut.

2. CENTURY-NATIONAL Insurance Company. (hereinafter "Century"), is authorized to transact business and has transacted business in the State of Connecticut.

3. Defendant, OETIKER, Inc. (hereinafter "Oetiker"), is a corporation duly organized under the laws of the State of Michigan, and at all times relevant and material hereto was in the business of designing, distributing, selling, assembling and supplying, *inter alia*, Oetiker Pex Metal Cinch Clamps. It has an office and place of business located at 6317 Euclid Street, Marlette, Michigan 48453.

4. At all times relevant hereto, Oetiker produced and manufactured and/or distributed goods with a reasonable expectation that those goods would be used or consumed in the State of Connecticut.

5. Prior to October 8, 2019, Oetiker designed, distributed, assembled, supplied, sold and placed in the stream of commerce a Oetiker Pex Metal Cinch Clamp manufactured by Oetiker.

6. Prior to October 8, 2019, Century insured Steven & Gayle Temkin utilized an Oetiker Pex Metal Cinch Clamp manufactured and/or distributed by Oetiker, in its premises located at ■■■■■
■■■■■

7. The Oetiker Pex Metal Cinch Clamp was purchased by Century's insured from JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING (Hereinafter "Farmington Plumbing") in 2010.

8. The Oetiker Pex Metal Cinch Clamp was installed in the insured's premises by FARMINGTON PLUMBING in 2010.

9. Upon information and belief FARMINGTON PLUMBING purchased said Oetiker Pex Metal Cinch Clamp from Bender Plumbing Supplies, Incorporated a few days prior to the installation in the insured's premises.

10. Upon information and belief Bender Plumbing Supplies, Incorporated purchased said Oetiker Pex Metal Cinch Clamp from Matco-Norca, Inc. shortly before the installation in the insured's premises.

11. Upon information and belief, the Oetiker Pex Metal Cinch Clamp was designed, distributed, manufactured, supplied and placed in the stream of commerce by the defendant, Oetiker in a defective condition which rendered it unreasonably dangerous to users.

12. On or about October 8, 2019, the plaintiff's insured was using the Oetiker Pex Metal Cinch Clamp for its ordinary and intended purpose, when it suddenly and unexpectedly malfunctioned and started a flood within the premises.

13. On or about October 8, 2019, and within the useful life of the subject Oetiker Pex Metal Cinch Clamp, the Oetiker Pex Metal Cinch Clamp malfunctioned and caused a flood, causing substantial damage to the plaintiff's insured's premises, and to property contained therein.

14. The defendant, Oetiker, is liable and legally responsible to the plaintiff for property damage caused by the flood by virtue of General Statute § 52-572m, *et seq.* in one or more of the following ways:

- a.** in that the Oetiker Pex Metal Cinch Clamp was in a defective and unreasonably dangerous condition and could not be used without unreasonable risk of failure due to a design defect;
- b.** in that the defendant failed to warn or instruct the plaintiff's insured that the Oetiker Pex Metal Cinch Clamp was dangerous and subject to failure;

- c. in that the warnings and instructions which were given and which accompanied said Oetiker Pex Metal Cinch Clamp were inadequate and failed to provide sufficient notice to the plaintiff's insured of the dangerous propensity of the said product, including the propensity to fail and start a flood;
- d. in that the defendant misrepresented to the plaintiff's insured and the general public that the product in question was safe for use by the public when there existed a propensity for it to fail and start a flood, in which propensity was known to the defendant;
- e. in that the defendant failed to disclose to the plaintiff's insured and the general public the dangerous propensities of the Oetiker Pex Metal Cinch Clamp, including the propensity to fail and start a flood, before it began receiving complaints from its customers;
- f. in that the defendant designed said Oetiker Pex Metal Cinch Clamp in a defective manner with faulty and/or substandard components and/or design;
- g. in that the defendant knew or should have known of the dangerous propensities of said Oetiker Pex Metal Cinch Clamp;
- h. in that the defendant breached an implied warranty of merchantability in that said product was not of merchantable quality, nor fit for its intended purpose;
- i. in that the defendant breached its express warranty that said Oetiker Pex Metal Cinch Clamp was safe and effective for its intended use;

15. As a result of the resultant flood caused by the Oetiker Pex Metal Cinch Clamp, pursuant to the insurance policy with its insured and as a direct and proximate result of the aforesaid flood, Century has made payments to date to and on behalf of its insured in the amount of \$381,387.21.

16. Pursuant to the contract of insurance, Century is subrogated to the right of its insureds against all persons and parties responsible for the occurrence of the aforesaid flood and resulting damages.

COUNT TWO as to MATCO-NORCA, INC.

1. Plaintiff, CENTURY-NATIONAL Insurance Company., as subrogee of Steven and Gayle Temkin is an insurance company licensed in the state of Connecticut.

2. CENTURY-NATIONAL Insurance Company. (hereinafter "Century"), is authorized to transact business and has transacted business in the State of Connecticut.

3. Defendant, MATCO-NORCA, INC. (hereinafter " MATCO-NORCA"), is a NEW YORK Business corporation with a business address of PO BOX 27, Brewster, New York 10509, and at all times relevant and material hereto was in the business of supplying, *inter alia*, Oetiker Pex Metal Cinch Clamps.

4. MATCO-NORCA was a product seller within the meaning of Connecticut General Statute § 52-572m, *et seq.* as it sold the Oetiker Pex Metal Cinch Clamps thereby placing them into the stream of commerce in violation of Connecticut General Statute § 52-572m, *et seq.*

5. At all times relevant hereto, MATCO-NORCA sold, distributed and/or marketed goods with a reasonable expectation that those good would be used or consumed in the State of Connecticut.

6. Prior to October 8, 2019, MATCO-NORCA distributed, supplied, sold and placed in the stream of commerce a Oetiker Pex Metal Cinch Clamp manufactured by Oetiker.

7. Prior to October 8, 2019, Century insured Steven & Gayle Temkin utilized an Oetiker Pex Metal Cinch Clamp sold, marketed and/or distributed by MATCO-NORCA, in their premises located at 14 Northridge Drive, West Hartford, Connecticut.

8. The Oetiker Pex Metal Cinch Clamp was purchased by Century's insured from JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING in 2010.

9. Upon information and belief JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING purchased said Oetiker Pex Metal Cinch Clamp from Bender Plumbing Supplies, Incorporated a few days prior to the installation in the insured's premises.

10. Upon information and belief Bender Plumbing Supplies, Incorporated purchased said Oetiker Pex Metal Cinch Clamp from Matco-Norca, Inc. shortly before the installation in the insured's premises.

11. Upon information and belief, the Oetiker Pex Metal Cinch Clamp was sold, marketed, distributed, and placed in the stream of commerce by the defendant, MATCO-NORCA, in a defective condition which rendered it unreasonably dangerous to users.

12. On or about October 8, 2019, the plaintiff's insured was using the Oetiker Pex Metal Cinch Clamp for its ordinary and intended purpose, when it suddenly and unexpectedly malfunctioned and started a flood within the premises.

13. On or about October 8, 2019, and within the useful life of the subject Oetiker Pex Metal Cinch Clamp, it malfunctioned and caused a flood, causing substantial damage to the plaintiff's insured's premises, and to property contained therein.

14. The defendant, MATCO-NORCA, is liable and legally responsible to the plaintiff for property damage caused by the flood by virtue of General Statute § 52-572m, *et seq.* in one or more of the following ways:

- a. in that the defendant failed to warn or instruct the plaintiff's insured that the Oetiker Pex Metal Cinch Clamp were dangerous and subject to failure;
- b. in that the warnings and instructions which were given and which accompanied said Oetiker Pex Metal Cinch Clamp were inadequate and failed to provide sufficient notice to the plaintiff's insured of the dangerous propensity of the said product, including the propensity to fail and start a flood;
- c. in that the defendant misrepresented to the plaintiff's insured and the general public that the product in question was safe for use by the public when there existed a propensity for its to fail and start a flood, in which propensity was known to the defendants;
- d. in that the defendant failed to disclose to the plaintiff's insured and the general public the dangerous propensities of the Oetiker Pex Metal Cinch Clamp including the propensity to fail and start a flood, before it began receiving complaints from its customers;
- e. in that the defendant knew or should have known of the dangerous propensities of said Oetiker Pex Metal Cinch Clamp;
- f. in that the defendant breached an implied warranty of merchantability in that said products were not of merchantable quality, nor fit for its intended purpose;

- g. in that the defendant breached its express warranty that said Oetiker Pex Metal Cinch Clamp was safe and effective for its intended use;

15. As a result of the resultant flood caused by the Oetiker Pex Metal Cinch Clamp pursuant to the insurance policy with its insured and as a direct and proximate result of the aforesaid flood, Century has made payments to date to and on behalf of its insured in the amount of \$381,387.21.

16. Pursuant to the contract of insurance, Century is subrogated to the right of its insureds against all persons and parties responsible for the occurrence of the aforesaid flood and resulting damages.

COUNT THREE as to RSP Industries, Inc.

1. Plaintiff, CENTURY-NATIONAL Insurance Company., as subrogee of Steven and Gayle Temkin is an insurance company licensed in the state of Connecticut.

2. CENTURY-NATIONAL Insurance Company. (hereinafter "Century"), is authorized to transact business and has transacted business in the State of Connecticut.

3. Defendant, RSP Industries, Inc. (hereinafter " RSP"), is a NEW JERSEY Business corporation with a business address of 100 Middlesex Avenue, Unit 1A, Carteret, New Jersey 07008, and at all times relevant and material hereto was in the business of supplying, *inter alia*, Pex Compatible Plumbing Fittings.

4. RSP was a product seller within the meaning of Connecticut General Statute § 52-572m, *et seq.* as it sold the Pex Compatible Plumbing Fittings thereby placing them into the stream of commerce in violation of Connecticut General Statute § 52-572m, *et seq.*

5. At all times relevant hereto, RSP sold, distributed and/or marketed goods with a reasonable expectation that those good would be used or consumed in the State of Connecticut.

6. Prior to October 8, 2019, RSP distributed, supplied, sold and placed in the stream of commerce a Pex Compatible Plumbing Fitting.

7. Prior to October 8, 2019, Century insured Steven & Gayle Temkin utilized Pex Compatible Plumbing Fittings sold, marketed and/or distributed by RSP, in their premises located at 14 Northridge Drive, West Hartford, Connecticut.

8. The Pex Compatible Plumbing Fittings were purchased by Century's insured from JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING in 2010.

9. Upon information and belief JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING purchased said Pex Compatible Plumbing Fittings from Bender Plumbing Supplies, Incorporated a few days prior to the installation in the insured's premises.

10. Upon information and belief Bender Plumbing Supplies, Incorporated purchased said Pex Compatible Plumbing Fittings from RSP. shortly before the installation in the insured's premises.

11. Upon information and belief, the Pex Compatible Plumbing Fittings were sold, marketed, distributed, and placed in the stream of commerce by the defendant, RSP, in a defective condition which rendered it unreasonably dangerous to users.

12. On or about October 8, 2019, the plaintiffs insured was using the Pex Compatible Plumbing Fittings for its ordinary and intended purpose, when it suddenly and unexpectedly malfunctioned and started a flood within the premises.

13. On or about October 8, 2019, and within the useful life of the subject Pex Compatible Plumbing Fitting, it malfunctioned and caused a flood, causing substantial damage to the plaintiff's insured's premises, and to property contained therein.

14. The defendant, RSP, is liable and legally responsible to the plaintiff for property damage caused by the flood by virtue of General Statute § 52-572m, *et seq.* in one or more of the following ways:

- h. in that the defendant failed to warn or instruct the plaintiff's insured that the Pex Compatible Plumbing Fittings were dangerous and subject to failure;
- i. in that the warnings and instructions which were given and which accompanied said Pex Compatible Plumbing Fittings were inadequate and failed to provide sufficient notice to the plaintiff's insured of the dangerous propensity of the said product, including the propensity to fail and start a flood;

- j. in that the defendant misrepresented to the plaintiff's insured and the general public that the product in question was safe for use by the public when there existed a propensity for its to fail and start a flood, in which propensity was known to the defendants;
- k. in that the defendant failed to disclose to the plaintiff's insured and the general public the dangerous propensities of the Pex Compatible Plumbing Fittings including the propensity to fail and start a flood, before it began receiving complaints from its customers;
- l. in that the defendant knew or should have known of the dangerous propensities of said Pex Compatible Plumbing Fittings;
- m. in that the defendant breached an implied warranty of merchantability in that said products were not of merchantable quality, nor fit for its intended purpose;
- n. in that the defendant breached its express warranty that said Pex Compatible Plumbing Fittings were safe and effective for its intended use;

17. As a result of the resultant flood caused by the Pex Compatible Plumbing Fittings pursuant to the insurance policy with its insured and as a direct and proximate result of the aforesaid flood, Century has made payments to date to and on behalf of its insured in the amount of \$381,387.21.

18. Pursuant to the contract of insurance, Century is subrogated to the right of its insureds against all persons and parties responsible for the occurrence of the aforesaid flood and resulting damages.

COUNT FOUR as to Bender Plumbing Supplies, Incorporated

- 1.** Plaintiff, CENTURY-NATIONAL Insurance Company., as subrogee of Steven and Gayle Temkin is an insurance company licensed in the state of Connecticut.
- 2.** CENTURY-NATIONAL Insurance Company. (hereinafter "Century"), is authorized to transact business and has transacted business in the State of Connecticut.
- 3.** Defendant, Bender Plumbing Supplies, Incorporated (hereinafter "Bender"), is a Delaware corporation with a business address of 155 South Leonard Street, Waterbury, CT, 06708,

and at all times relevant and material hereto was in the business of supplying, *inter alia*, Oetiker Pex Metal Cinch Clamps and Pex Compatible Plumbing Fittings.

4. Bender was a product seller within the meaning of Connecticut General Statute § 52-572m, *et seq.* as it sold the Oetiker Pex Metal Cinch Clamps and Pex Compatible Plumbing Fittings, thereby placing them into the stream of commerce in violation of Connecticut General Statute § 52-572m, *et seq.*

5. At all times relevant hereto, Bender sold, distributed and/or marketed goods with a reasonable expectation that those good would be used or consumed in the State of Connecticut.

6. Prior to October 8, 2019, Bender distributed, supplied, sold and placed in the stream of commerce a Oetiker Pex Metal Cinch Clamp manufactured by Oetiker and a Pex Compatible Plumbing Fitting.

7. Prior to October 8, 2019, Century insured Steven & Gayle Temkin utilized a Oetiker Pex Metal Cinch Clamp and a Pex Compatible Plumbing Fitting, sold, marketed and/or distributed by Bender, in its premises located at 14 Northridge Drive, West Hartford, Connecticut.

8. The Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were purchased by Century's insured from JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING in 2011.

9. Upon information and belief JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING purchased said Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting from Bender a few days prior to the installation in the insured's premises.

10. Upon information and belief Bender purchased said Oetiker Pex Metal Cinch Clamp from Matco-Norca, Inc. shortly before the installation in the insured's premises.

11. Upon information and belief Bender purchased said Pex Compatible Plumbing Fitting from RSP Industries Inc. shortly before the installation in the insured's premises.

12. Upon information and belief, the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were sold, marketed, distributed, and placed in the stream of commerce by the defendant, Bender, in a defective condition which rendered it unreasonably dangerous to users.

13. On or about October 8, 2019, the plaintiffs insured was using the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting for their ordinary and intended purpose, when they suddenly and unexpectedly malfunctioned and started a flood within the premises.

14. On or about October 8, 2019, and within the useful life of the subject Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting, they malfunctioned and caused a flood, causing substantial damage to the plaintiff's insured's premises, and to property contained therein.

15. The defendant, Bender, is liable and legally responsible to the plaintiff for property damage caused by the flood by virtue of General Statute § 52-572m, *et seq.* in one or more of the following ways:

- o. in that the defendant failed to warn or instruct the plaintiff's insured that the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were dangerous and subject to failure;
- p. in that the warnings and instructions which were given and which accompanied said Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were inadequate and failed to provide sufficient notice to the plaintiff's insured of the dangerous propensity of the said product, including the propensity to fail and start a flood;
- q. in that the defendant misrepresented to the plaintiff's insured and the general public that the product in question was safe for use by the public when there existed a propensity for its to fail and start a flood, in which propensity was known to the defendants;
- r. in that the defendant failed to disclose to the plaintiff's insured and the general public the dangerous propensities of the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting, including the propensity to fail and start a flood, before it began receiving complaints from its customers;
- s. in that the defendant knew or should have known of the dangerous propensities of said Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting;
- t. in that the defendant breached an implied warranty of merchantability in that said products were not of merchantable quality, nor fit for its intended purpose;
- u. in that the defendant breached its express warranty that said Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were safe and effective for its intended use;

19. As a result of the resultant flood caused by the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting, pursuant to the insurance policy with its insured and as a direct and proximate result of the aforesaid flood, Century has made payments to date to and on behalf of its insured in the amount of \$381,387.21.

20. Pursuant to the contract of insurance, Century is subrogated to the right of its insureds against all persons and parties responsible for the occurrence of the aforesaid flood and resulting damages.

COUNT FIVE as to JAN GRYCKIEWICZ D/B/A FARMINGTON PLUMBING

- 1.** Plaintiff, CENTURY-NATIONAL Insurance Company., as subrogee of Steven and Gayle Temkin is an insurance company licensed in the state of Connecticut.
- 2.** CENTURY-NATIONAL Insurance Company. (hereinafter "Century"), is authorized to transact business and has transacted business in the State of Connecticut.
- 3.** Defendant, JAN GRYCKIEWICZ is an individual doing business as FARMINGTON PLUMBING (hereinafter "FARMINGTON PLUMBING"), with an address of 53 Tall Timbers Drive, Farmington, CT, 06032, and at all times relevant and material hereto was in the business of supplying and installing, *inter alia*, Oetiker Pex Metal Cinch Clamps and Pex Compatible Plumbing Fittings.
- 4.** FARMINGTON PLUMBING was an installer and product seller within the meaning of Connecticut General Statute § 52-572m, *et seq.* as it sold the Oetiker Pex Metal Cinch Clamps and Pex Compatible Plumbing Fittings, thereby placing them into the stream of commerce in violation of Connecticut General Statute § 52-572m, *et seq.*
- 5.** At all times relevant hereto, FARMINGTON PLUMBING sold, distributed and/or marketed goods with a reasonable expectation that those good would be used or consumed in the State of Connecticut.
- 6.** Prior to October 8, 2019, FARMINGTON PLUMBING distributed, supplied, sold and placed in the stream of commerce an Oetiker Pex Metal Cinch Clamp manufactured by Oetiker and a Pex Compatible Plumbing Fitting.

7. Prior to October 8, 2019, Century insured Steven & Gayle Temkin utilized a Oetiker Pex Metal Cinch Clamp and a Pex Compatible Plumbing Fitting, sold, marketed and/or distributed by FARMINGTON PLUMBING, in its premises located at 14 Northridge Drive, West Hartford, Connecticut.

8. The Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were purchased by Century's insured from FARMINGTON PLUMBING in 2011.

9. Upon information and belief, the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were sold, marketed, distributed, and placed in the stream of commerce by the defendant, FARMINGTON PLUMBING, in a defective condition which rendered it unreasonably dangerous to users.

10. On or about October 8, 2019, the plaintiffs insured was using the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting for their ordinary and intended purpose, when they suddenly and unexpectedly malfunctioned and started a flood within the premises.

11. On or about October 8, 2019, and within the useful life of the subject Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting, they malfunctioned and caused a flood, causing substantial damage to the plaintiff's insured's premises, and to property contained therein.

12. The defendant, FARMINGTON PLUMBING, is liable and legally responsible to the plaintiff for property damage caused by the flood by virtue of General Statute § 52-572m, *et seq.* in one or more of the following ways:

- v. in that the defendant failed to warn or instruct the plaintiff s insured that the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were dangerous and subject to failure;
- w. in that the warnings and instructions which were given and which accompanied said Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were inadequate and failed to provide sufficient notice to the plaintiff's insured of the dangerous propensity of the said product, including the propensity to fail and start a flood;
- x. in that the defendant misrepresented to the plaintiff's insured and the general public that the product in question was safe for use by the public when there existed a propensity for its to fail and start a flood, in which propensity was known to the defendants;
- y. in that the defendant failed to disclose to the plaintiff's insured and the general public the dangerous propensities of the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting, including

the propensity to fail and start a flood, before it began receiving complaints from its customers;

z. in that the defendant knew or should have known of the dangerous propensities of said Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting;

aa. in that the defendant breached an implied warranty of merchantability in that said products were not of merchantable quality, nor fit for its intended purpose;

bb. in that the defendant breached its express warranty that said Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting were safe and effective for its intended use;

21. As a result of the resultant flood caused by the Oetiker Pex Metal Cinch Clamp and Pex Compatible Plumbing Fitting, pursuant to the insurance policy with its insured and as a direct and proximate result of the aforesaid flood, Century has made payments to date to and on behalf of its insured in the amount of \$381,387.21.

22. Pursuant to the contract of insurance, Century is subrogated to the right of its insureds against all persons and parties responsible for the occurrence of the aforesaid flood and resulting damages.

WHEREFORE, the Plaintiff claims:

- I. Monetary damages; and
2. Such other relief as the court deems proper.

PLAINTIFF,
CENTURY-NATIONAL Insurance Company
As Subrogee Of STEVEN & GAYLE TEMKIN

By _____
Russell G. Monaco
Law Office of Russell G. Monaco, LLC
10 Wall Street, Lower Level
Norwalk, Connecticut 06850
Telephone: (914) 918-3370
Email: Monaco@Subro-Law.com
Juris No. 437592

RETURN DATE: MARCH 17, 2020

SUPERIOR COURT
JUDICIAL DISTRICT OF

CENTURY-NATIONAL Insurance Company
As subrogee of Steven & Gayle Temkin,

HARTFORD AT HARTFOD

Plaintiff(s),

-against-

OETIKER, INC., RSP INDUSTRIES INC., MATCO-
NORCA, INC., BENDER PLUMBING SUPPLIES
INCORPORATED, JAN GRYCKIEWICZ D/B/A
FARMINGTON PLUMBING,

February 5, 2020

Defendant(s).

STATEMENT OF AMOUNT IN DEMAND

The statement of amount in demand is more than \$15,000.00 exclusive of interests and costs.

PLAINTIFFS,
CENTURY-NATIONAL Insurance Company As
Subrogee of STEVEN & GAYLE TEMKIN

By _____
Russell G. Monaco
Law Office of Russell G. Monaco, LLC
10 Wall Street, Lower Level
Norwalk, Connecticut 06850
Telephone: (914) 918-3370
Email: monaco@subro-law.com
Juris No. 437592