

No. 17A65525-1

STATE COURT OF DEKALB COUNTY  
GEORGIA, DEKALB COUNTY

Date Summons Issued and E-Filed

SUMMONS

7-27-2017  
M. D. Gray

Deputy Clerk

Deposit Paid \$ 222.00

Tracy Greene - ALI SHUKAR  
AND Ishara ALI

Plaintiff's name and address

vs.

Travelers Home And Marine Insurance Company  
AND Maria Sharlow Employee Agent  
Jointly and severally

Defendant's name and address

[ ] JURY

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of State Court, Suite 230, 2nd Floor, Administrative Tower, DeKalb County Courthouse, 566 N. McDonough Street, Decatur, Georgia 30030 and serve upon the plaintiff's attorney, to wit:

Name Donald Ellis PC

Address P.O. Box 370471 - Decatur GA 30037

Phone Number 404-289-5555 Georgia Bar No. 24494 D

an ANSWER to the complaint which is herewith served upon you, within thirty (30) days after service upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. The answer or other responsive pleading can be filed via electronic filing through eFileGA via www.eFileGA.com or, if desired, at the e-filing public access terminal in the Clerk's Office at 566 N. McDonough Street, Decatur, Georgia 30030

STATE COURT OF DEKALB COUNTY  
JUL 27 PM 2:24  
FILED  
DEPUTY CLERK

Defendant's Attorney

Third Party Attorney

Address

Address

Phone No.

Georgia Bar No.

Phone No.

Georgia Bar No.

TYPE OF SUIT

- Account
- Contract
- Note
- Trover
- Personal Injury
- Medical Malpractice
- Legal Malpractice
- Product Liability
- Other

Principal \$ \_\_\_\_\_

Interest \$ \_\_\_\_\_

Atty Fees \$ \_\_\_\_\_

Transferred From \_\_\_\_\_

(Attach BLUE to Original and WHITE to Service Copy of complaint)



IN THE STATE COURT OF DEKALB COUNTY  
STATE OF GEORGIA

STATE COURT OF  
DEKALB COUNTY, GA.

2017 JUL 27 PM 2:28

FILED  
BY: [Signature]  
DEPUTY CLERK

TRACY GREENE-ALI, SHUKAR ALI )  
and ISHARA ALI )  
Plaintiff(s), )  
)  
v. )  
TRAVELERS HOME and )  
MARINE INSURANCE COMPANY )  
and Marla Sharlow, Employee/Agent )  
jointly and severally )  
Defendants, )

CIVIL ACTION FILE NO.:

17A65525-1

**JURY TRIAL REQUESTED**

**COMPLAINT**

**I. JURISDICTION AND PARTIES**

1.

This suit is brought under state law claims of breach of contract, bad faith pursuant under O.C.G.A. § 33-4-6 and fraud.

2.

Jurisdiction and venue are proper in this Court.

3.

Plaintiff, Tracy Greene-Ali, Shukar Ali and Ishara Ali are residents of the state of Georgia and resident address is 1717 Hilton Ridge Ct Lithonia, Georgia 30058 and is subject to the jurisdiction and venue of this Court.

4.

Defendant, Travelers Home and Marine Insurance Company (hereinafter "Defendant") is a foreign corporation doing business for profit in Georgia. Defendant may be served with process, pursuant to O.G.C.A. § 9-11-4, by and through its Registered Agent, Corporation Service Company, 40 Technology Parkway South, Suite 300, Ben Hill, Norcross, GA 30092. Jurisdiction and venue is proper in this Court.

5.

Defendant, Travelers Home and Marine Insurance Company is a foreign corporation maintains an office location that is the basis of this lawsuit at One Tower Square, Hartford, CT, 06183-0001 and jurisdiction and venue is proper in this Court. Defendant negotiated, maintained and administered the homeowner's insurance policy at issue in this Complaint in the State of Georgia located at 1717 Hilton Ridge Ct Lithonia, Georgia 30058.

Defendant, Marla Sharlow, Employee/Agent is an employee/agent of Travelers Home and Marine Insurance Company who was the claims handler for this claim in Georgia located at 1717 Hilton Ridge Ct Lithonia, Georgia 30058 in the State of Georgia jurisdiction and venue is proper in this Court and may be served through the Registered Agent, Corporation Service Company, 40 Technology Parkway South, Suite 300, Ben Hill, Norcross, GA 30092.

## **II. BRIEF STATEMENT OF FACTS**

6.

Plaintiff hereby re-alleges and incorporates by reference paragraphs 1 through 5 stated above.

7.

Plaintiff contracted with the Defendant to provide homeowners insurance policy on his/her home located at 1717 Hilton Ridge Court, Lithonia, GA 30058. The policy number for Travelers Home and Marine Insurance Company is 9885636066331.

8.

Plaintiff's home caught fire on August 7, 2016 under policy number with the Defendant which was in full force at the time of the fire. The Plaintiffs reported the loss and filed a claim in a timely manner. After filing a claim the Defendant recorded a claim number of U7MO819 with policy number 9885636066331 which covered this type of loss. At that time the Defendant assigned Ms. Marla Sharlow, employee/agent Claim Professional as the claims handler.

9.

The Plaintiff at some point after filing his claim was requested by the Defendant to do a recorded statement on 12/13/2016. After the recorded statement and during this entire time period the Plaintiff has worked with the Defendant as part of her obligations under the contract in good faith.

10.

Plaintiff, Tracy Greene-Ali was requested to provide an inventory list of items loss in the fire. She was also requested to produce any additional documents, receipts and any pictures to show her proof of loss with no other instructions. She was not provided any forms to file out so she got some note book paper and produced a list of the items and the estimated cost based on her research on line. Mrs. Greene-Ali produced all the documents she could find. She also took pictures of all of the items in the house that that she could. The Plaintiff(s) produced as many

documents that she had available and was continuing to produce additional documents as she received them as requested by the Defendant in accordance with the policy.

11.

The hand written list with the estimated cost of the item was completed by the Plaintiff and sent to the Defendant's claim Professional, Ms. Marla Sharlow, employee/agent. The Plaintiff was requested by the Defendant to get a contractor to do an estimate of the repairs. The Plaintiff contacted a contractor about the repairs and requested that he provide an estimate. The estimate to repair the home came to a total of \$338,000.00. The Defendant, Travelers Home and Marine Insurance Company through their employee/agent Ms. Marla Sharlow informed the Plaintiff that she had committed fraud. The Defendants also provided a denial letter which concluded that all of the Plaintiffs, and family, have committed a crime of some manner. This blanket allegation of fraud and conspiracy to commit arson by the Plaintiffs is slanderous, deprivation of character and an assault on the moral character of the Plaintiff. With these attacks the Plaintiff at all times the Plaintiff(s) continued to cooperate and perform the request of the Defendant to the best of Plaintiff(s) ability.

12.

On February 22, 2017 the Plaintiff(s) received a denial of claims letter from the Defendant, Travelers Home and Marine Insurance Company. See Exhibit 3. The Defendant states that Travelers Home and Marine Insurance Company's investigation revealed that the fire was intentionally set in part.

The Defendants have not produced any records of any type to support their false allegations and the Plaintiffs state that these allegations have only been made on the part of these Defendants to deny a proper claim.

13.

Plaintiff then contacted the office of Attorney Donald Ellis who immediately forwarded a certified Demand Letter demanding payment of this claim and giving the Defendant sixty (60) days to respond. Demand Letter Exhibit 2

14.

After reviewing the Demand Letter the Defendant through their attorney of record Karen K. Karabinos, Drew Eckl & Farnham, LLP issued a letter dated June 8, 2017 that the Defendant was in receipt of the Demand Letter and that there was no coverage and that they rejected the demand for payment. Exhibit 3

15.

On April 25, 2017 a Demand Letter was mailed to the Defendant by certified mail and Plaintiff has waited sixty (60) days from the date of the Defendant signing for the certified Demand Letter prior to filing suit.

16.

The demand was for the amount listed on the Working Copy Inventory List of \$137,940.00 and \$338,000.00 Home repairs which is the estimate. The policy is a replacement policy for which the actual repair cost and replacement of the personal property would be the final cost. These Defendants have never assisted or aided in looking at the actual cost of the repair of the home and personal property of the Plaintiff.

17.

This demand was denied by the Defendant through Karen K. Karabinos, Attorney with Drew Eckl & Farnham, LLP on June 8, 2017. See Exhibit 3. The claim was also denied on February 22, 2017 by the Defendants. See Exhibit 1

18.

Plaintiff gave Defendant the statutory notice required under Georgia law for a bad faith claim.

19.

Defendant's refusal assist the Plaintiff in the filing of this claim and to provide forms that would have aided the Plaintiff in completing her request and to pay benefits to Plaintiff was a breach of their fiduciary duty under the terms of the policy under which Plaintiff was covered.

20.

Defendant's refusal to pay benefits to Plaintiff was frivolous, unfounded, was made in bad faith and was fraudulent.

21.

The current policy estimated benefits owed to Plaintiff for personal and home repair total \$475,940.00.

22.

**III. CLAIM FOR RELIEF**

**COUNT ONE**

**BREACH OF CONTRACT**

23.

Plaintiff hereby re-alleges and incorporates by reference paragraphs 1 through 22 stated above.

24.

Defendant's refusal to pay benefits is a breach of the terms of Defendant's policy for which Plaintiff(s) has paid premiums. Plaintiff(s) is entitled to benefits under Defendant's policy for the following reasons:

- a. These benefits are owed under the policy;
- b. Plaintiff(s) has satisfied all conditions for eligibility for receipt of these benefits; and
- c. Plaintiff(s) has not waived or otherwise relinquished her entitlement to these benefits.

25.

Defendant has refused to pay benefits to Plaintiff(s) despite a valid contract, timely payments up and until the time of his claim, a notice of claim filed as required and the filing of the proof of loss with the Defendant. The Defendant has refused to work with the Plaintiff in any manner to complete this claim in good faith.

26.

As a result of Defendant's failure to pay benefits to Plaintiff(s), Plaintiff(s) is entitled to relief as outlined below.

#### **IV. BAD FAITH AND FRAUD**

25.

Plaintiff hereby re-alleges and incorporates by reference paragraphs 1- through 26 stated above.

26.

Defendants' refusal to pay benefits to Plaintiff despite overwhelming evidence constitutes bad faith pursuant O.C.G.A. § 33-4-6. The Defendant's failure to work with the Plaintiff in completing this claim was in bad faith and intentional on the part of the Defendants. The



Defendant did not provide any forms and instructions on how to complete the forms to the Plaintiff. This was an intentional act with the intent to prevent the Plaintiff(s) from completing the provisions/terms of the policy/contract which amounted to fraud.

27.

The Defendant knowingly and intentionally violated the terms of the contract by intentionally falsely accusing the Plaintiff(s) of committing fraud in pursuit of denying a valid claim properly presented. At no time has the Defendant presented the Plaintiff(s) with any reference to any statement or document that the Defendant alleges to be fraudulent in any manner.

28.

The Defendant had a fiduciary duty to assist the Plaintiff(s) claim in a timely manner and to provide the proper forms and instructions to the Plaintiff.

29.

The Defendants clearly did not properly assist the Plaintiff(s) to complete the provisions of the policy nor did they act in a reasonable manner in working with the Plaintiff. Again the Plaintiff(s) states that this was intentional and in bad faith which amounts to fraud. As a result of Defendant's actions, Plaintiff(s) engaged the services of Attorney Donald Ellis, P.C. and has agreed to pay legal fees and expenses.

#### **V. RELIEF REQUESTED**

31.

Plaintiff hereby re-alleges and incorporates by reference paragraphs 1 through 30 stated above.

Therefore, Plaintiff(s) demand jury trial and requests judgment against Defendant as follows:

(1) Find and hold Defendant owes Plaintiff(s) benefits to Plaintiff(s) in accordance with the terms of Defendant's policy plus the maximum interest allowable under Georgia law on all back benefits;

(2) Find and hold Defendant has acted in bad faith and that Plaintiff(s) entitled to the maximum property loss allowable by law on all property and any benefits are entitled plus punitive damages;

(3) Find that Defendant knowingly and intentionally violated the policy provisions with the intent to defraud the Plaintiff(s) and award the Plaintiff's punitive damages.

(4) Award Plaintiff(s) attorney's fees, including litigation expenses, and the costs of this action;

(5) Enjoin Defendant from any further prohibited acts against Plaintiff; and

(6) Grant other and further relief as may be just and proper.

**VI. LIBEL, SLANDER AND**  
**DEFAMATION OF CHARACTER**  
**OF THE PLAINTIFFS**

32.

Plaintiffs hereby re-alleges and incorporates by reference paragraphs 1 through 30 stated above.

Plaintiff(s) is informed and believes, based on information and belief alleges that, at all times mentioned in this complaint, Defendant, Marla Sharlow, was the agent and employee of

Travelers Home and Marine Insurance Company and in doing the things alleged in this Complaint was acting within the course and scope of such agency and employment.

33.

On February 22, 2017, Defendant, Travelers Home and Marine Insurance Company and its employee Claim Professional, Ms. Marla Sharlow published in a libel, slanderous and defamatory manner a denial of claims letter accusing, stating and publishing that the Plaintiffs to include, ISHARA ALI, had intentionally set fire to the property at a family member's direction. This denial of claims letter referred to Plaintiff, ISHARA ALI by name throughout, was made of and concerning Plaintiff ISHARA ALI and was so understood by all who read the denial of claims letter published by the Defendant. The reference to a family member thus, included the whole family of the Ali's but clearly these Plaintiffs. The following elements of defamation in O.C.G.A. § 51-5-1 through and including O.C.G.A. § 51-5-7 is present in this cause of action:

1. A false statement was made about the Plaintiff.
2. Communication of the statement to a third party occurred without a special privilege to do so:
3. The Defendant is at fault amounting to negligence; and
4. The Defendant's actions have caused harm to the Plaintiffs.

34.

#### **LIBEL**

Defendant and its employee Claim Professional, Ms. Marla Sharlow committed libel by publishing the claims denial letter stating that the Plaintiff ISHARA ALI as well as reference to these Plaintiffs, as a whole, had intentionally had someone set fire to the property at a family member's direction. This injurious statement was made in a printed fixed format and was

intentionally published knowing that these statements were untrue, represented false information and damaging to the reputation of ISHARA ALI and the Plaintiffs as a whole.

The entire injurious statement “that the fire was intentionally set by Ishara or at one of your family member's direction” is false as it pertains to Plaintiff ISHARA ALI. The denial of claims letter is libelous on its face. The statement is a false and malicious defamation of the Plaintiff expressed in print with intentions to injure the reputation of the Plaintiff. The publication of the denial of claims letter was libel as soon as it was communicated to any person other than the party libeled, the Plaintiff ISHARA ALI. It clearly exposes Plaintiff to public hatred, contempt, ridicule and defamation because it charges Plaintiffs with having committed a fraud. The denial of claims letter was seen and read on or about February 22, 2017 by agents and employees of The Travelers Home and Marine Insurance Company, agencies, companies and other investigative authorities utilized by Defendant in pursuit of denying Plaintiff(s) claim.

As a proximate result of the above-described publication, Plaintiffs has suffered loss of their reputation, shame mortification, and injury to Mr. and Mrs. Ali and ISHARA ALI, their feelings, all to their damage in an amount to be determined by an enlighten Jury.

35.

#### SLANDER

Defendant and its employee Claim Professional, Ms. Marla Sharlow committed slander by verbally accusing ISHARA ALI and Mr. and Mrs. Ali of fraud where third parties can hear it and thus undermined the reputation of the accused. Defendants verbalized these false statements of fraud knowing that these statements were false and presented false information to third parties. Repeated discussion of the reason for erroneous denial, and discussion of claims denial

letter accusing and stating that the Plaintiff ISHARA ALI and Mr. and Mrs. Ali had intentionally set fire to the property at a family member's direction is slanderous on its face.

Defendants imputed to Plaintiff a crime of fraud which is punishable by law and repeated uttering any of these disparaging words productive of special damage which flowed naturally there from by the agents and employees of Travelers Home and Marine Insurance Company, agencies, companies and other investigative authorities utilized by Defendant in pursuit of denying Plaintiff(s) claim.

As a proximate result of the above-described slander, plaintiff has suffered loss of her reputation, shame mortification, and injury to ISHARA ALI, her feelings, all to her damage in the total amount as decided by an enlightened Jury.

36.

#### **DEFAMATION OF CHARACTER**

The above described publication was not privileged. It was published by Defendants with ill will toward Plaintiff ISHARA ALI and Plaintiff(s) TRACY GREENE-ALI, SHUKAR ALI in pursuit of intentionally denying a legitimate claim. It was published by Defendants with the desire to injure and defame ISHARA ALI and Mr. and Mrs. Ali, in that Defendants statement in denial claims letter expressed an intentional desire to defame Plaintiff in pursuit to intentionally deny Plaintiff(s) claim. Defendants publicized these statements of fraud knowing that these statements were false and presented false information which damaged the reputation of Plaintiff ISHARA ALI and Mr. and Mrs. Ali.

Because of Defendants' malice in publishing this defamatory statement, Plaintiff seeks punitive damages in the total amount to be awarded by and enlighten Jury.

#### **VII. RELIEF REQUESTED**

37.

Plaintiff hereby re-alleges and incorporates by reference paragraphs 1 through 36 stated above.

Therefore, Plaintiff(s) demand jury trial and requests judgment against Defendant as follows:

(1) Find and hold Defendant's actions libel and as a result of the above-described acts of libel, Plaintiffs has suffered loss of their reputation, shame mortification, and injury to Plaintiffs, their feelings, all to her damage and award special and punitive damages;

(2) Find and hold Defendant's actions slanderous and as a result of the above-described slanderous publication, plaintiff has suffered loss of their reputation, shame mortification, and injury to Plaintiffs, their feelings, all to their damage and award special and punitive damages;

(3) Find that Defendants knowingly and intentionally published these statements knowing that they were presenting false information about Plaintiff(s) and Plaintiff(s) has suffered loss of her reputation, shame mortification, and injury to their feelings, all to their damage and award special and punitive damages

(4) Find that Defendants imputed to Plaintiff (s) a crime of fraud which is punishable by law and repeated uttering any of these disparaging words productive of special damage which flowed naturally there from by the agents and employees of The Travelers Home and Marine Insurance Company and award special and punitive damages

(5) Enjoin Defendant from any further prohibited acts against Plaintiffs;

(6) Grant judgment in the amount of special damages for the value of repair of the home in the amount of \$338,000.00 dollars or amount to be proven at trial;

(7) Grant judgment in the amount of \$137,940.00 or amount to be proven at trial;

and

(8) Grant other and further relief as may be just and proper.

WHEREFORE, Plaintiff demands judgment against defendants for:

1. Compensatory damages according to proof;
2. Punitive damages;
3. Interest as allowed by law;
4. Costs of suit; and
5. Such other and further relief as this court may deem just and proper.

This 27 day of July, 2017.

Respectfully submitted,



DONALD ELLIS  
Georgia Bar Number 244940  
Attorney for Plaintiff

Mailing Address:  
P.O. Box 370471  
Decatur, Georgia 30037  
Address:  
1684 Candler Road  
Decatur, Georgia 30032  
(404) 289-5555 Main  
(404) 289-5888 Fax  
Donaldlaw@bellsouth.net

IN THE STATE COURT OF DEKALB COUNTY  
STATE OF GEORGIA

TRACY GREENE-ALI, SHUKAR ALI )  
and ISHARA ALI )  
Plaintiff(s), )  
 )  
v. )  
TRAVELERS HOME and )  
MARINE INSURANCE COMPANY )  
and Marla Sharlow, Employcc/Agent )  
jointly and severally )  
Defendants, )

CIVIL ACTION FILE NO.:

JURY TRIAL REQUESTED

STATE COURT  
DEKALB COUNTY, GA.

2017 JUL 27 PM 2:27

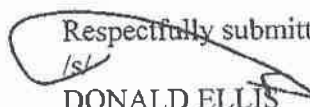
FILED  
BY:   
DEPUTY CLERK

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing COMPLAINT upon opposing counsel and all parties by depositing a copy of same in the United States mail by first-class mail, postage prepaid, properly addressed to:

Corporation Service Company, Registered Agent  
Care of: Travelers Home and Marine Insurance Company  
And Marla Sharlow, Employee/Agent  
40 Technology Parkway South  
Suite 300, Ben Hill, Norcross, GA 30092

This 27 day of July, 2017.

Respectfully submitted,  
  
DONALD ELLIS  
Georgia Bar Number 244940  
Attorney for Plaintiffs

Mailing Address:  
P.O. Box 370471  
Decatur, Georgia 30037  
1684 Candler Road  
Decatur, Georgia 30032  
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Maria Sharlow,  
Claim Professional  
Major Case Unit  
One Tower Square MSC8A  
Hartford CT 06183  
925-303-8465 TEL  
855-215-6197 FAX  
Email: Msharlow@travelers.com

February 22, 2017

Mr. and Mrs. Shukar Ali  
c/o Sherron Harris  
The Harris Firm, P.C.  
P.O. Box 162735  
Atlanta, GA 30321

RE: Insured: Greene-Ali  
Policy No.: 9885636066331  
Claim No.: U7M0819  
Date of Loss: 8/7/2016

Dear Mr. and Mrs. Ali:

This correspondence is in reference to your fire claim that you filed Travelers Home and Marine Insurance Company ("Travelers"). Since you have retained Sherron Harris as your attorney, Travelers has addressed this correspondence to you in care of Ms. Harris.

Our investigation has revealed that the fire was intentionally set. Laboratory testing confirmed the presence of a medium petroleum distillate in numerous areas of the home, including the living room and master bedroom. Through Travelers investigation, you and your daughters confirmed that your family members were the only ones who had keys to the home and the home was secure when your daughter Ishara left Saturday night before the fire. She was the last person to leave the home. There is no evidence of any unlawful entry into the home prior to the fire. Therefore, based on the evidence, it appears that the fire was intentionally set by Ishara or at one of your family member's direction.

Your policy provides, in pertinent part:

**8. Intentional Loss.**

- a. *We do not provide coverage for any loss arising out of any act committed by or at the direction of an "insured" with the intent to cause a loss.*

*In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.*

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In addition, our investigation reveals good and sufficient evidence that you have misrepresented and concealed material facts relating to your claim, including the existence and/or quality of personal property at the time of the fire. During Travelers investigation, you both represented that you had numerous pieces of fine jewelry in your master bedroom at the time of the fire. While each of you changed your story regarding the location of the jewelry, no fine jewelry was found at any location. In addition, you have misrepresented the quality of certain personal property, including but not limited to \$12,000 worth of "designer handbags."

As a result of these misrepresentations and concealments, you have violated the Concealment or Fraud provision of the Policy, which provides, in pertinent part:

**SECTION I- CONDITIONS**

18. **Concealment or Fraud.** We provide coverage to no "insureds" under this policy if whether before or after a loss, an "insured" has:

- (1) Intentionally concealed or misrepresented any material factor or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements

*relating to this insurance.*

Based on your misrepresentations regarding your claim, there is no coverage and your claim must be denied. Prior to discovering these misrepresentations, Travelers issued payments totaling \$56,370.33 in response to your claim for coverage. Therefore, Travelers is reserving its right to seek reimbursement of \$ 56,370.33 from you.

If you believe that we are operating under a misinterpretation or misunderstanding of the facts please provide clarification in writing. By stating the above-referenced reasons for the denial of these claims, Travelers makes no waiver of its right to deny and defend against these claims for any other valid and lawful reason which may later be known. All such rights are expressly reserved.

Sincerely,

*Marla Sharlow*

Marla Sharlow

**DONALD ELLIS, P.C.**

**A Professional Corporation  
ATTORNEY AT LAW**

**MAILING ADDRESS  
POST OFFICE BOX 370471  
DECATUR, GEORGIA 30037-0471**

**(404) 289-5555  
(404) 289-5888 FAX  
1684 CANDLER ROAD  
DECATUR, GEORGIA 30032  
Certified Mail: 7014 2120 0002 0116 0588**

April 25, 2017

The Travelers Home And Marine Insurance Company  
Ms. Marla Sharlow, Claim Professional  
Major Case Unit  
One Tower Square MS06A  
Hartford CT 06183

Re: DEMAND LETTER PURSUANT TO O.C.G.A. § 33-34-6  
Our Client(s): Tracy Greene-Ali, Wife and Shakur Ali, Husband  
Your Insured: Tracy Greene-Ali  
Your Claim No: U7Mo819  
Date of Loss: August 7, 2016

Dear Ms. Sharlow:

This Demand Letter has two purposes. One is to advise your company and you that this law office represents the above clients in this matter of property loss due to a fire.

This document represents and is extended solely for the purpose of effecting an amicable settlement of my client's claims and in the spirit of compromise, we would like to try and resolve this matter at this time. All figures utilized herein are subject to modification without notice.

The following is attached:

1. A copy of the itemized hand written personal property loss which total \$137,940.00. This amount is an estimate of what was paid for the items at the time of purchase.
2. The estimate proposal dated November 29, 2016 to repair the house by Lewis Construction is attached. The proposed estimate is \$338,000.00. It is noted that the approximate square feet estimate is 5200 in this proposal however, the actual square feet is 4263 which is a difference of 937 square feet which has to be deducted as part of the estimate. As you are aware this is an estimate.

Understand that most of these items were purchased eight to ten ago. Other than items that may have been stolen after the fire these items are in the house and can be examined for the replacement cost or repair. As you are aware this is a replacement or repair policy and thus, the amount to replace the items or repair can be determined and agree too by Travelers and my Client. You are also aware that the property is not occupied and some items have been stolen such as the guns.

This office is Demanding One Hundred Thirty-Seven Thousand Nine Hundred and Forty Dollars (\$137,940.00) for the personal items and the difference to be paid once the replacement or repair cost is agreed as option one. Option 2 would be that the parties agree to the replacement and repair cost and that amount be paid. It is understood that Travelers has paid Twenty Thousand Dollars (\$20,000.00) for personal property and that will be deducted from the total cost once an amount for the total loss is reached. The time period of sixty days is ample time to resolve the actual cost for replacement or repair.

This office is Demanding that the proposed estimate of Three Hundred Thousand Thirty-Eight Thousand Dollars (\$338,000.00) be paid so that the repairs on the home can be started with-out further damage to the property. The Contractor is also prepared to work with payment installments with a lump sum payment up front to start. Other payment would be made according to milestones reached during construction with the final payment made on completion. These milestones would be negotiated with the contractor and the parties. As stated in the proposal this is an approximation of the square footage of the home not the actual square footage and could actually cost this amount to repair or more.

Please note that this office did talk to the Contractor for JLewis Construction and it was noted that the square footage is an estimate and that the actual estimate is Three Hundred Thousand Thirty-Eight Thousand dollars (\$338,000.00). This estimate was not based on square footage but to repair the existing structure prior to the fire. It was also noted that the house has been sitting vacant and additional damage may have occurred which would mean additional cost to repair. The contractor is willing to work with the home owner and the carrier to resolve any issues.

This Demand is being made and that you have Sixty days (60) to pay these amounts as out-lined above.

In addition this office is Demanding that the living expenses of my Client be paid until the property is repaired and ready to be moved into.

A response to this demand is necessary so that we may forego any additional expenses of litigation unnecessary. If this demand is acceptable, please forward the draft and proper documents to this law office for immediate attention. I am.

Sincerely,

Donald Ellis  
Attorney at Law

Encl. List of Personal Property by Tracy Greene-Ali and Estimated Cost Paid and  
JLewis Construction, Estimate



Karen K. Karabinos  
(404) 885-6313  
kkarabinos@deflaw.com

June 8, 2017

Donald Ellis  
Donald Ellis, P.C.  
Post Office Box 370471  
Decatur, GA 30037-0471

**RE: Insured: Tracy Greene-Ali**  
Policy No.: 9885636066331  
Claim No.: U7M0819  
Date of Loss: 8/7/2016  
Our File No.: 05657-124768

Dear Mr. Ellis:

The Travelers Home and Marine Insurance Company ("Travelers") is in receipt of your correspondence dated April 25, 2017 in which you conveyed a demand for payment from your clients, Tracy Greene-Ali and Shukar Ali. Travelers has asked that I respond on its behalf.

Travelers completed a thorough investigation regarding the origin and cause of the fire that occurred on August 7, 2016. As set forth in the February 22, 2017, denial letter issued by Travelers, there is no coverage for the loss, and therefore, Travelers respectfully rejects the demand for payment.

Needless to say, all parties continue to insist on the strict compliance of the terms and/or conditions of the policy and applicable law.

Very truly yours,

DREW, ECKL & FARNHAM, LLP

A handwritten signature in cursive script, appearing to read "Karen K. Karabinos". The signature is written in dark ink and is positioned above the typed name.

Karen K. Karabinos

KKK/kme

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