

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR FLAGLER COUNTY, FLORIDA**

CYPRESS PROPERTY & CASUALTY  
INSURANCE COMPANY, a Florida  
Corporation,

Petitioner,

vs.

**CASE NO. 2012-CA-001642  
DIVISION: 49**

HAROLD PIZZETTA and KAREN PIZZETTA,

Respondents.

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**HAROLD PIZZETTA'S ANSWER TO AMENDED COMPLAINT FOR  
DECLARATORY RELIEF; AND COUNTERCLAIM**

Defendant HAROLD PIZZETTA, through the undersigned attorney, hereby files his Answer to the Amended Complaint For Declaratory Relief, and in support alleges as follows:

1. Defendant admits paragraphs 1, 2, 5, 6, 7, 8, and 15.
2. Paragraph 9 is admitted to the extent that a fire consumed the subject premises and that HAROLD PIZZETTA was in the home at the time. It is denied that firefighters were the only persons involved in the effort to put the fire out, and it is unknown whether the fire "appears to have been intentionally set with accelerants including gasoline."
3. It is admitted from paragraph 10 that HAROLD PIZZETTA believes he is entitled to collect payments from Cypress for the damage to the property. It is unknown what KAREN PIZZETTA "believes".
4. Paragraph 11 is admitted strictly to the extent that the language quoted there is indeed contained in the Policy, along with much additional language not quoted there.
5. For paragraph 12, it is unknown to HAROLD PIZZETTA what Cypress "believes" regarding coverage, but it is admitted that Cypress has failed to pay benefits as required under the Policy, and are therefore in breach of contract.

6. Again, for paragraph 13, Defendant is without knowledge regarding what Cypress “believes” but it is admitted that Cypress has failed to pay due and owing benefits to HAROLD PIZZETTA as demanded under the Policy.

7. HAROLD PIZZETTA is without knowledge whether Cypress is in doubt as to its rights and obligations under the Policy as stated in paragraph 14.

8. All remaining allegations are denied, including but not necessarily limited to residency allegations contained in paragraphs 3 and 4, as neither Defendant are Florida residents nor maintain a permanent residence in Florida. Strict proof is demanded for any such allegations.

WHEREFORE, Defendant HAROLD PIZZETTA demands judgment in his favor through a declaration of his rights under the Policy and allowing him to collect the benefits provided-for therein, along with his costs.

### COUNTERCLAIM

Defendant/Counter-Plaintiff HAROLD PIZZETTA hereby brings this Counterclaim against CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY (Cypress) for breach of contract, and in support alleges as follows:

9. This is an action for breach of contract with damages in excess of \$15,000.00.

10. Counter-Plaintiff PIZZETTA is a resident of the State of Mississippi and is *sui juris*.

11. Counter-Defendant Cypress is an insurance company, incorporated and licensed to do business in the State of Florida.

12. PIZZETTA formerly owned real property located at 20 Woodstone Road, Palm Coast, Flagler County, Florida, together with his former wife, Karen Pizzetta.

13. On or about December 16, 2011 Cypress issued a policy of homeowners insurance to PIZZETTA and his former wife with effective dates of coverage from February 10, 2012 through February 10, 2013. The Policy issued was policy number FYN 80512263 01 81. A certified copy of said Policy was attached to the Complaint and Amended Complaint filed by Cypress and is therefore not attached, but is incorporated fully herein.

14. The Policy provided certain benefits to PIZZETTA as an insured for claims for the Dwelling, Other Structures, Personal Property and Loss of Use.

15. On October 30, 2012, during the effective period of the Policy, a fire consumed the subject premises in its entirety, including all contents, making the house uninhabitable.

16. PIZZETTA was at home at the time of the fire, asleep. He was awakened by the fire, attempted to save his dog, and in the act of doing so was injured and subsequently hospitalized.

17. Neither PIZZETTA nor his former-wife Karen Pizzetta, intentionally committed any act, nor conspired to commit any act, to cause the fire and resulting loss of the home and personal property.

18. Despite Cypress's knowledge of the loss, claim and entitlement of PIZZETTA to insurance benefits under the Policy, Cypress has refused to honor its obligations under the terms of the Policy through payment of benefits to PIZZETTA.

19. In compliance with the Policy, PIZZETTA has cooperated with Cypress through providing information required, including a statement under oath (a copy of which has never been provided to PIZZETTA or his attorney).

20. All other conditions precedent have been met by PIZZETTA or waived by Cypress, and PIZZETTA is entitled to receive monetary benefits provided-for in the Policy.

21. Cypress has refused to make such payments, in breach of the contract (Policy) between it and PIZZETTA.

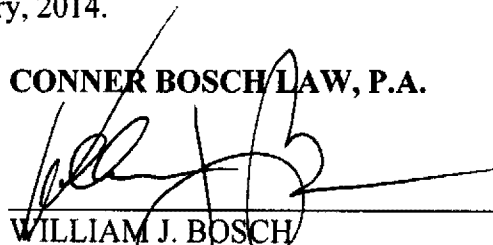
22. PIZZETTA has been required to retain the undersigned attorney to represent him in this matter in order to recover his benefits under the Policy due to the breach of contract by Cypress.

WHEREFORE, Counter-Plaintiff HAROLD PIZZETTA demands judgment in his favor, finding that Counter-Defendant CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY has breached the contract or Policy of Insurance with HAROLD PIZZETTA, and assessing monetary damages in accordance with the terms and conditions found in the Policy, including costs, attorney's fees, medical bills, replacement value, temporary housing, loss of personal items, and any and all other relief as stated in the terms of the Policy, plus any additional relief which may be proper and necessary.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to Trevor G. Hawes, Esq., Cole, Scott & Kissane, P.A. ([trevor.hawes@csklegal.com](mailto:trevor.hawes@csklegal.com), [tammy.lewis@csklegal.com](mailto:tammy.lewis@csklegal.com), [kimberly.aceves@csklegal.com](mailto:kimberly.aceves@csklegal.com)), via electronic service through the e-filing portal on this 19 day of February, 2014.

**CONNER BOSCH/LAW, P.A.**



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