

EXHIBIT B

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August 15, 2022

VIA EMAIL

Mr. Frank Antonucci, Jr.
Vice President Building
J.S. Held, LLC
Fantonucci.jr.@jsheld.com

Mr. Alan Tancreti
Tancreti, Hoffman, Biller & Mendel
2750 Whitney Avenue
Hamden, CT 06518
atancreti@snet.net

Mr. Keith Kinscherf
Prindle Consulting, LLC
77 Twilight Dr.
Madison, CT 06443
prindleconsulting@gmail.com

RE: Liberty Mutual v. Mussolini – Appraisal Hearing
Insured: Patrick Mussolini
Insured Location: 13 S Wangonk Trl. E, East Hampton, CT 06424
Claim No.: 041147605-01
Policy No.: H3721854184640
Date of Loss: October 16, 2019
Our File No.: LB116-2614

Dear Mr. Antonucci, Mr. Tancreti and Mr. Kinscherf,

Kindly be advised that this office continues its representation of Liberty Mutual Insurance Company (“Liberty Mutual”) regarding the above-referenced matter.

At this time, we are aware that the panel was able to view the Property on August 11, 2022.

Liberty Mutual respectfully requests that the panel provide dates of availability for Liberty Mutual through counsel to provide additional information and arguments to the panel. As always, Liberty Mutual invites the Insured, through counsel, to present their information to the panel as well.

Should the Insured, or his counsel, present information to the panel, including information specifically provided to Mr. Tancreti, we respectfully request that this be provided to our office so that Liberty Mutual may have a reasonable opportunity to review this information and respond appropriately.

Regarding the hearing, please also notify the parties should the panel wish to do an in person hearing or hold the hearing via Zoom.

Please note, it is Liberty Mutual's continued position that the Connecticut Supreme Court's decision in Kellogg v. Middlesex Mut. Ass. Co., 326 Conn. 638 (2017) affords the parties the opportunity to present evidence to the entire panel through a joint site inspection and/or appraisal hearing.

The Connecticut Supreme Court in Kellogg held that an appraisal award – issued after invocation of a standard provision – functionally equivalent to the appraisal provision found in the policy at issue – is subject to review under Conn. Gen. Stat. Ann. § 52-418, which establishes the grounds for which an arbitration award may be vacated under Connecticut law. See Kellogg, 326 Conn. at 641. The statute provides that an arbitration award may be vacated for the following grounds:

- (1) If the award has been procured by corruption, fraud or undue means;
- (2) If there has been evident partiality or corruption on the part of any arbitrator;
- (3) If the arbitrators have been guilty of misconduct in refusing to postpone the hearing upon sufficient cause shown or in refusing to hear evidence pertinent and material to the controversy or of any other action by which the rights of any party have been prejudiced; or

- (4) If the arbitrators have exceeded their powers or so imperfectly executed them that a mutual, final and definitive award upon the subject matter submitted was not made.

See Conn. Gen. Stat. Ann. § 52-418 (emphasis added). Accordingly, appraisals in the State of Connecticut are subject to Connecticut's arbitration laws. See Kellogg. Therefore, a party to appraisal should be afforded the opportunity to present any relevant and material evidence to the entire appraisal panel.

We further note that, as the panel has now viewed the Property, it is clear that a majority of the alleged necessary repairs have occurred at the Property. Pursuant to the Policy's Loss Settlement Provision¹, the Insured is entitled to no more than the actual and necessarily spent to repair or replace the damage. Therefore, the panel should have an opportunity to view evidence of the amount actually and necessarily spent in repairing the Property including, but not limited to, evidence of the cost of labor and materials to complete the work at the Property. At this time, Liberty Mutual has not been provided this information.

Kindly be advised that Liberty Mutual reserves all rights under the Policy and applicable law with respect to this claim. Nothing contained herein, nor any further

¹ **HOMEPROTECTOR PLUS ENDORSEMENT**

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B. REPLACEMENT COST PROVISIONS – DWELLING AND PERSONAL PROPERTY

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3. Loss Settlement. Covered property losses are settled as follows:

a. The applicable limit of liability for Buildings under Coverage A or B is the replacement cost, after application of deductible and without deduction for depreciation, subject to the following:

(1) We will pay the cost of repair or replacement, but not exceeding:

(a) The replacement cost of that part of the building damaged using like kind and quality construction on the same premises and intended for the same occupancy and use;

(b) With respect to Coverage A, an amount not exceeding 40% greater than the limit of liability stated in the declaration, as modified by Inflation Protection Provision of the policy;

(c) With respect to Coverage B, the limit of liability stated in the declaration, as modified by Inflation Protection Provision of the policy;

(d) The amount actually and necessarily spent to repair or replace the damage.

See H37-218-541846-40 9 8.

Mr. Antonucci, Mr. Tancreti & Mr. Kinscherf

August 15, 2022

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actions by Liberty Mutual, its agents, representatives, or attorneys, should be construed as a waiver of any rights or defenses, legal or equitable, whether or not stated herein, which Liberty Mutual possesses under the Policy and applicable law nor should Liberty Mutual be deemed estopped from asserting any or all coverage defenses that are currently available under the Policy or any defenses which may become applicable to this matter.

Thank you for your time and attention to this matter.

Very truly yours,

/s/ Anthony J. Antonellis

Anthony J. Antonellis, Esq.

Kathleen C. Schaub, Esq.

AJA/KCS-jtn

cc: VIA EMAIL

Attorney Jon Biller

Biller, Sachs, & Robert

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