

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SWERLING MILTON WINNICK PUBLIC
INSURANCE ADJUSTERS, INC.

Plaintiff

v.

No. 1:26-cv-12095

VELOCITY RISK UNDERWRITERS, LLC

Defendant

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR LEAVE TO
TAKE JURISDICTIONAL DISCOVERY**

Plaintiff Swerling Milton Winnick Public Insurance Adjusters, Inc. ("Plaintiff" or "SMW") respectfully moves for leave to take jurisdictional discovery from Defendant Velocity Risk Underwriters, LLC ("Defendant") or ("Velocity").

As grounds for its motion, Plaintiff states that has made a colorable claim of jurisdiction which provides a sufficient predicate for allowing discovery of facts and evidence to support personal jurisdiction over the Defendant in this District.

Wherefore, Plaintiff Swerling Milton Winnick Public Insurance Adjusters, Inc. respectfully requests that its motion for jurisdictional discovery be granted.

Dated: May 28, 2026

Respectfully submitted,
Plaintiff,
Swerling Milton Winnick Public Insurance
Adjusters, Inc.,
By its counsel,

Jeffrey P. Allen BBO #015500
E-mail: jallen@lawson-weitzen.com
Kara Thorvaldsen BBO #660723
E-mail: kthorvaldsen@lawson-weitzen.com
LAWSON & WEITZEN, LLP
88 Black Falcon Avenue
Boston, MA 02210
Telephone: (617) 439-4990
Facsimile: (617) 439-3987

CERTIFICATE OF SERVICE

I, Kara Thorvaldsen, certify that the foregoing document was served on all counsel of record by the Court's CM/ECF system on this date.

Kara Thorvaldsen

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SWERLING MILTON WINNICK PUBLIC
INSURANCE ADJUSTERS, INC.

Plaintiff

v.

No. 1:26-cv-12095

VELOCITY RISK UNDERWRITERS, LLC

Defendant

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR LEAVE TO
TAKE JURISDICTIONAL DISCOVERY**

Plaintiff Swerling Milton Winnick Public Insurance Adjusters, Inc. (“Plaintiff” or “SMW”) respectfully submits this memorandum of law in support of its motion for leave to take jurisdictional discovery from Defendant Velocity Risk Underwriters, LLC (“Defendant”) or (“Velocity”).

Velocity asserts that this Court does not have general jurisdiction over it because it lacks continuous and systematic contact with Massachusetts. Doc. No. 13 at 5. It asserts that the Court does not have specific jurisdiction over it because the lawsuit does not arise out of or relate to its contacts with the forum.

Plaintiff disagrees. This action directly relates to Velocity’s conduct in Massachusetts. It solicits business from and insures property in Massachusetts. In doing so, it uses the Anti-Public Adjuster to coerce its insureds to boycott Massachusetts public adjusters including Plaintiff. Plaintiff has brought this action to challenge that conduct. Plaintiff has plausibly alleged a factual basis for personal jurisdiction. Where Defendant challenges it, Plaintiff should be permitted to take

fact discovery relating to its contacts with Massachusetts, which are solely within the knowledge of Velocity.

A. Standard for Allowing Jurisdictional Discovery.

“If a party anticipates that jurisdictional discovery may be needed, the best way to ensure that a request for jurisdictional discovery is preserved for appeal if denied is to file a timely motion.” *Motus, LLC v. CarData Consultants, Inc.*, 23 F.4th 115, 127 (1st Cir. 2022). The Court has discretion as to whether to allow jurisdictional discovery. If a plaintiff makes a “colorable claim of jurisdiction” and diligently preserve its rights to seek jurisdictional discovery. *Id.* (quoting *United States v. Swiss Am. Bank, Ltd.*, 274 F.3d 610, 625-627 (1st Cir. 2001)). “The threshold is low: a party must identify a non-frivolous dispute about facts that may yield a sufficient predicate for in personam jurisdiction.” *Id.* (citing *Blair v. City of Worcester*, 522 F.3d 105, 111 (1st Cir. 2008)).

B. Velocity Engages in the Business of Insurance in Massachusetts.

Because Velocity does not challenge jurisdiction on statutory grounds, but only on constitutional grounds, only the factors of relatedness, purposeful availment, and reasonableness need be considered. *Motus, LLC v. CarData Consultants, Inc.*, 23 F.4th 115, 124 (1st Cir. 2022) (citations omitted).

Velocity argues that SMW has not identified any activity or occurrence conducted by Velocity in Massachusetts that gives rise to its claims. That is not so. SMW has alleged that Velocity has deployed its Ant- Public Adjuster Endorsement to prevent its insureds, including in Massachusetts, from retaining SMW as a public adjuster. SMW has alleged that this conduct has caused it harm in Massachusetts, both in terms of monetary damages as well as harm to its goodwill and loss of prospective referrals and relationships.

It is clear Velocity has engaged in voluntary and purposeful contacts with Massachusetts and its citizens with respect to its business of insurance. Velocity is registered to do business in the Commonwealth. **Exhibit 1**, Business Entity Summary, available at corp.sec.state.ma.us (Velocity is a Foreign Limited Liability Company registered to do business in Massachusetts since 5/15/15). Velocity is on the Massachusetts Division of Insurance list of approved surplus lines carriers. **Exhibit 2**, Authorized Surplus Lines Companies, available at <https://www.mass.gov/info-details/surplus-lines-insurance>.

Velocity insures property in Massachusetts, although the number of policies and identities of insureds is not publicly available information. It is this type of information that SMW seeks to obtain through jurisdictional discovery, in order to establish the extent of SMW's purposeful contacts with the Commonwealth and its use of the Anti-Public Adjuster Endorsement in Massachusetts. A corporation's specific targeting of a forum's residents may show voluntariness; a corporation's " 'regular course of sale in the forum' [may] make the exercise of jurisdiction foreseeable." *Stratus Techs. Bermuda Ltd v. EnStratus Networks, LLC*, 795 F. Supp. 2d 166, 168 (D. Mass. 2011) (citations omitted). Plaintiff can only obtain evidence of Velocity's contacts via fact discovery.

Accordingly, Plaintiff proposes to serve interrogatories on Velocity, such as the following:

1. Identify all licenses, registrations, surplus lines eligibility approvals, certificates, or authorizations the Insurer has held in Massachusetts during the past five years.
2. Describe all business activities conducted by the Velocity in Massachusetts during the past five years, including underwriting, marketing, claims handling and adjusting, premium collection, inspections, audits, investigations, and broker relations.

3. Identify all insureds with Massachusetts addresses or insured locations for whom the Insurer issued or renewed policies during the past five years, including:
 - a. policy type;
 - b. policy period;
 - c. whether the insured risk was located in Massachusetts; and
 - d. whether the policy included the Anti-Public Adjuster Endorsement.
4. State the total amount of premiums collected by the Insurer from Massachusetts insureds during each of the past five years.
5. Identify all employees, brokers, representatives, claims professionals, third party adjusters or agents of Velocity located in Massachusetts or assigned to Massachusetts risks during the past five years.

In addition, Plaintiff proposes to send targeted requests for production of documents to Velocity, including the following:

1. Documents sufficient to show the number of Massachusetts policies issued by Velocity during the past five years.
2. Documents sufficient to show premiums collected by Velocity from Massachusetts insureds during the past five years.
3. Any contracts or agreements with Massachusetts brokers, producers, wholesalers, third party adjusters, investigators, or claims administrators which have been in place during the past five years.
4. Any marketing materials, broker communications, or solicitations directed to Massachusetts insureds or brokers during the past five years.

5. All reports, data compilations, or other documents which concern or evidence the use of the Anti-Public Adjuster Endorsement in Massachusetts in the past five years.
6. Documents sufficient to evidence all instances of Velocity enforcing the Anti-Public Adjuster Endorsement in Massachusetts in the past five years.

Soliciting business in Massachusetts and writing insurance policies in Massachusetts both constitute voluntary and purposeful contacts with the Commonwealth of Massachusetts such that it would be foreseeable to Velocity that it could be subject to suit in Massachusetts. *See, e.g., Stratus Techs.*, 795 F. Supp. 2d at 168 (sending marketing materials to 361 persons in Massachusetts and providing services to five Massachusetts customers was sufficient minimum contacts). The proposed discovery is specifically targeted to establish the extent of Velocity's conduct of this nature.

C. Conclusion

Wherefore, Plaintiff Swerling Milton Winnick Public Insurance Adjusters, Inc. respectfully requests that its motion for jurisdictional discovery be granted.

Dated: May 28, 2026

Respectfully submitted,
Plaintiff,
Swerling Milton Winnick Public Insurance
Adjusters, Inc.,
By its counsel,

Jeffrey P. Allen BBO #015500
E-mail: jallen@lawson-weitzen.com
Kara Thorvaldsen BBO #660723
E-mail: kthorvaldsen@lawson-weitzen.com
LAWSON & WEITZEN, LLP

88 Black Falcon Avenue
Boston, MA 02210
Telephone: (617) 439-4990
Facsimile: (617) 439-3987

CERTIFICATE OF SERVICE

I, Kara Thorvaldsen, certify that the foregoing document was served on all counsel of record by the Court's CM/ECF system on this date.

Kara Thorvaldsen