

In The Circuit Court for Baltimore City
CIVIL

HC 8-35-8

In the Matter of

Joseph Rolnik, et al

vs.

The Union Labor Life Ins. Co.
et al

Part 1

CL
73531

DATE	DOCKET ENTRIES	NO.
8-18-88	Continued schedule (Set JT)	27
8-17-88	Ptiff (Joseph Kolnik) answer to Deft (D. E. Shaffer & Co.) interrogatories & affirm	28
8-19-88	Def't/cross-Ptiff (D. E. Shaffer) cross-claim against the Co-Def't (Union Labor)	29
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8-19-88	Ptiff (Joseph Kolnik) answer to Interrogatories and affirm	31
8-19-88	Ptiff (Joseph Kolnik) request for Production of documents	32
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SEE PART II

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4-14-88	Deft I, E. (Chaffer) Answer to First Amended Complaint	12
5-27-88	Deft (Union Labor Life Ins. Co.) Answer to first Amended Complaint	13
* 5-27-88	Deft (Union Labor Life Ins. Co.) Motion to dismiss and memorandum	14
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6-16-88	Deft (S. E. Chaffer & Co.) Interrogatories to Plff's	14-A
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7-6-88	Plff's motion to dismiss Counter Claim and supporting memo. + request for hearing. (Set Mot)	21
7-7-88	Deft's Responses to request for Production of Documents	22
7-28-88	Deft Memorandum in opposition to Motion to Dismiss Counter Claim	23
8-1-88	Deft Union Labor Life Ins. Co.	24
8-3-88	Answers to Interrogatories + Affirm of Plff Responses) I. E. Chaffer & Co request for Production of Documents	25
8-10-88	Deft's (Union Labor) motion to dismiss plff's claim for punitive damages granted on June 20, 1988 is "Vacated" (Greenfield, J)	26

IN THE CIRCUIT COURT FOR BALTIMORE CITY

CATEGORY OTLAW

CASE NO87313071/CL73531 PAGE 1 of

PARTIES	ATTORNEY(S)
Joseph Rolnik Deborah Rolnik vs.	Mark T. Mixter 641882
The Union Labor Life Insurance Company Sheppard & Enoch Pratt Hospital I.E. Shaffer & Company <i>cross-deft</i> <i>cross-PITFF</i>	910752 409864 Kristene A. Crosswhite James R. Cyle Thomas M. Trejise Gary M. Burt 911225 Kenneth L. Thompson 604464 Lettie L. Moses 912672

DATE	DOCKET ENTRIES	NO.
11-9-87	Complaint, and EJT, FD.	✓1
"	Summonses issued.	
12-2-87	App. of Attys. for Deft. (Sheppard and Enoch Pratt Hosp.) Same day Answer	✓2
1-14-88	App. of Attys. for Deft. (Union Labor Life) Same day Answer	✓3
1-14-88	Deft. (Union Labor) B. G. J.	4
1-14-88	Deft. (Union Labor) Interrogatories	5-6
2-5-88	Appy Kristene A. Crosswhite & James R. Cyle Attys for Deft. I.E. Shaffer Same day Answer to Petition for Declaratory Judgment	7
2-5-88	Deft. J. E. Shaffer Motion to Dismiss Claims for Fraud, Negligent Misrepresentation, Breach Contract, Compensatory & Punitive Damages & Rescission	8
4-6-88	Pliffs. Request for Production of Documents	9
4-6-88	Pliffs. Interrogatories	10
4-6-88	Pliffs. First Amended Complaint	✓11

Δ Shaefer's
answer to
cross claim

FILED

SEP 19 1988

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK, et al.,
Plaintiffs,
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,
Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
*
* Case No. 87313071/CL73531
*

* * * * *

ANSWER TO CROSS-CLAIM

Defendant, I.E. Shaffer Company, Inc. ("I.E. Shaffer"), by its attorneys, James R. Eyler and Kristine A. Crosswhite, answers the Cross-Claim filed by the co-defendant, Union Labor Life Insurance Company ("Union Labor Life"), and states:

GENERAL DENIAL

1. I.E. Shaffer generally denies the allegations of liability contained in the Cross-Claim, and each and every count thereof, pursuant to Rule 2-323(d) of the Maryland Rules of Procedure.

FIRST DEFENSE

2. The Cross-Claim, and each and every count thereof, fails to state claims upon which relief may be granted.

SECOND DEFENSE

3. The claims of the plaintiff and of Union Labor Life are barred by the applicable statute of limitations.

THIRD DEFENSE

4. The cross-plaintiff's claims are barred by the contributory negligence.

FOURTH DEFENSE

5. I.E. Shaffer denies that it made the representations alleged.

James R. Eyler HC
James R. Eyler

Kristine A. Crosswhite
Kristine A. Crosswhite
MILES & STOCKBRIDGE
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for Defendant,
I.E. Shaffer & Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of September 1988, a copy of the foregoing ANSWER TO CROSS-CLAIM was mailed, first class postage prepaid, to:

Mark T. Mixter, Esquire
SMITH, SOMERVILLE & CASE
100 Light Street
6th Floor
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burke, Esquire
SEMMEs, BOWEN & SEMMEs
401 Washington Avenue
P.O. Box 6705
Towson, Maryland 21285

Kenneth L. Thompson, Esquire
Lettie Moses, Esquire
PIPER & MARBURY
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201


Kristine A. Crosswhite

A:AE037106.ANS

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FILED
SEP 15 1988

JOSEPH ROLNIK, et al	*	IN THE	
	*	CIRCUIT COURT	CIRCUIT COURT FOR
Plaintiffs	*		BALTIMORE CITY
	*	FOR	
v.	*		
	*	BALTIMORE CITY	
THE UNION LABOR LIFE	*		
INSURANCE COMPANY	*		
et al.	*		
	*	87313071/CL73531	
Defendants	*		
* * * * *	*		

SUPPLEMENTAL RESPONSE TO INTERROGATORIES
AND DOCUMENT REQUEST

Now comes The Union Labor Life Insurance Company, by its attorneys Kenneth L. Thompson and Lettie E. Moses, to supplement its response to the Interrogatories and Document Request propounded by Joseph Rolnik as follows:

Interrogatory No. 11: Identify all communications either oral or in writing by and between yourself and any of the co-defendants or the plaintiffs which in any way relate to the subject matter of this litigation. For each such communication, state the subject of the communication, the date of the communication and the identities of the individuals who participated in that communication.

ANSWER: Plaintiff has been supplied with a copy of all written correspondence which relates to the subject matter of

this litigation with the exception of those matters listed below in response to the Request for Production of Documents.

Document Request No. 1: Your complete file concerning Deborah Rolnik, d/o Joseph; d.o.s.: 7/17/84-1987; patient no. 39474-2; policy no.: C-2023.

ANSWER: In addition to the documents previously provided, the Union Labor Life Insurance Company has the following documents that will not be produced (with the exception of item No. 3):


1. Memo of February 11, 1988 from V.P. Carabillo to President O'Sullivan (Attorney-Client Priviledge);

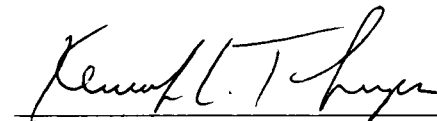
2. Memo of February 10, 1988 from V.P. Carabillo to President O'Sullivan (Attorney-Client Priviledge);

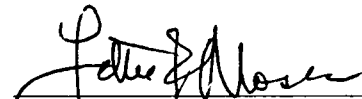
3. Memo of January 26, 1988 from Barbara Hawkins, to Vice President Luce with attached letter of January 22, 1988 from I. E. Shaffer to Daniel J. O'Sullivan addressing the subject of Hudson County Carpenters Welfare Fund Group Policies, G-857, C-2023. (See Attached);

4. Memo of January 20, 1988 from Laura Delong Shannon to Robert M. Shea and Tom Keily (Attorney-Client Priviledge); and

5. Memo of January 13, 1988 from Robert M. Shea to Tom Keily (Attorney-Client Priviledge).


Laura Delong Shannon


Kenneth L. Thompson

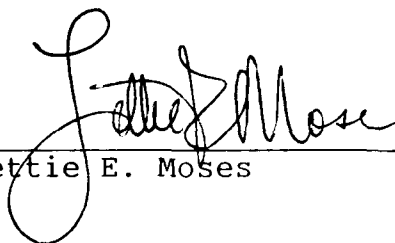

Lettie E. Moses

Piper & Marbury
1100 South Charles Street
Baltimore, Maryland 21202

Attorneys for The Union Labor
Life Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of September, 1988 a copy of the foregoing Supplemental Response to Interrogatories and Document Request was mailed to Mark T. Mixer, Esquire, Smith, Somerville & Case, 100 Light Street, 4th Floor, Baltimore, Maryland 21202, Thomas Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue Post Office Box 6705, Towson, Maryland 21285; and to Kristine A. Crosswhite, Esquire, Miles & Stockbridge; 10 Light Street, Baltimore, Maryland 21202.



Lettie E. Moses

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FILED

JOSEPH ROLNIK, et al.,
Plaintiffs,
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,
Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No. 87313071/CL73531

SEP 6 1988

CIRCUIT COURT FOR
BALTIMORE CITY

* * * * *

CROSS-CLAIM

The Union Labor Life Insurance Company ("Union Labor Life", by its attorneys, Kenneth L. Thompson and Lettie E. Moses, files this Cross-Claim against its co-defendant I. E. Shaffer & Company ("Shaffer"), and states as follows:

1. The policy at issue in this matter was issued by Union Labor Life to the Hudson County Carpenter Union (the "Union").
2. Plaintiff Joseph Rolnik was a member of the Union and a beneficiary under the policy.
3. Plaintiff Deborah Rolnik is the daughter of Joseph Rolnik and was claimed as his dependent under the policy.
4. The policy was administered by Shaffer which made all payments of benefits thereunder.
5. Deborah Rolnik was hospitalized at Sheppard and Enoch Pratt Hospital ("Sheppard Pratt") commencing on or about July 17, 1984.

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6. At the time of Deborah Rolnik's admission to Sheppard Pratt, the Union's policy contained a \$100,000 limit covering major medical expenses.

7. During Deborah Rolnik's hospitalization, effective April 1, 1985, the policy's limit for major medical expenses was increased to \$1,000,000 for certain beneficiaries.

8. According to Plaintiff Joseph Rolnik, Shaffer informed Sheppard Pratt that Deborah Rolnik was an eligible beneficiary of the increase in major medical coverage. See J. Rolnik Answer to Interrogatory 18 from I. E. Shaffer.

COUNT I
(Indemnification)

9. Paragraphs 1-8 are incorporated herein.

10. If Shaffer informed Sheppard Pratt that Deborah Rolnik was eligible to benefit under the increased maximum in major medical benefits, then it did so without the authority of Union Labor Life.

11. If Union Labor Life is held liable for the unauthorized representation of Shaffer to Sheppard Pratt then, Shaffer owes indemnification to Union Labor Life for all of its liability extending from such misrepresentation.

COUNT II

12. Paragraphs 1-8 are incorporated herein.

13. Shaffer was informed by Union Labor Life that it was authorized to pay charges through January 1986, pending the

outcome of a review of Deborah Rolnik's hospitalization by Union Labor Life.

14. Shaffer continued to pay charges through May 1986, although it had been directed not to do so.

15. Union Labor Life hereby demands that Shaffer repay to it all monies it paid for services rendered after January 1986.

COUNT III
(Indemnification and Contribution)

16. Paragraphs 1-8 are incorporated herein.

17. Shaffer was responsible for the day-to-day administration of the policy.

18. If Shaffer acted negligently, misrepresented the scope of the policy, acted fraudulently or otherwise acted without the express authority of Union Labor Life in administering the policy, and Union Labor Life is held liable as a result of Shaffer's actions, then Shaffer owes indemnification and/or contribution to Union Labor Life for such liability.

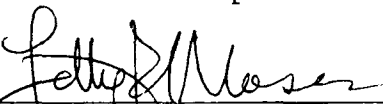
WHEREFORE, for the foregoing reason, The Union Labor Life Insurance Company demands judgment for the amounts Shaffer paid for services rendered beyond January 1986, plus indemnification and/or contribution from its co-defendant I. E.

Shaffer and Company for the full amount of any judgment entered against The Union Labor Life Insurance Company in this matter.

Respectfully Submitted,



Kenneth L. Thompson



Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21202
(301) 539-2530

Attorneys for The Union Labor
Life Insurance Company

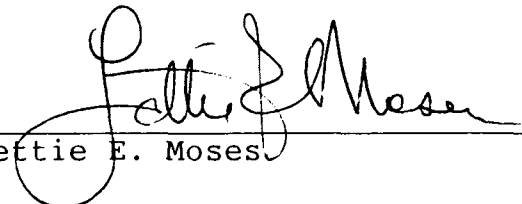
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of September, 1988 a copy of the foregoing Cross-Claim was mailed, postage prepaid to:

James R. Eyler
Kristine A. Crosswhite
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mark T. Mixer
Smith Somerville & Case
100 Light Street, 6th Floor
Baltimore, Maryland 21202

Thomas M. Trezise
Gary M. Burke
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201.



Lettie E. Moses

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SEP 6 1988

JOSEPH ROLNIK, et al.,

IN THE

Plaintiffs,

CIRCUIT COURT FOR BALTIMORE CITY

CIRCUIT COURT

v.

FOR

THE UNION LABOR LIFE INSURANCE COMPANY, et al.,

BALTIMORE CITY

Case No. 87313071/CL73531

Defendants.

* * * * *

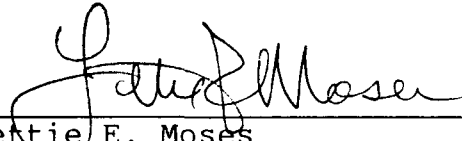
ANSWER TO CROSS-CLAIM

The Union Labor Life Insurance Company, by its attorneys Kenneth L. Thompson and Lettie E. Moses, Answers the Cross-Claim filed by its co-defendant I. E. Shaffer & Company ("Shaffer") as follows:

1. Admit.
2. Admit.
3. Admit.
4. a. Admit.
b. Admit.
c. Deny.
5. Neither Admit nor Deny.
6. Deny.

Respectfully submitted,

Kenneth L. Thompson
Kenneth L. Thompson



Lettie E. Moses

Piper & Marbury
100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21202
(301) 539-2530

Attorneys for The Union Labor
Life Insurance Company

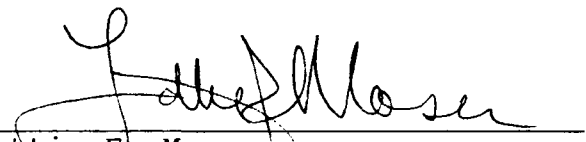
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of September,
1988 a copy of the foregoing Cross-Claim was mailed, postage
prepaid to:

James R. Eyler
Kristine A. Crosswhite
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mark T. Mixter
Smith Somerville & Case
100 Light Street, 6th Floor
Baltimore, Maryland 21202

Thomas M. Trezise
Gary M. Burke
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201.



Lettie E. Moses

FILED

AUG 19 1988

JOSEPH ROLNIK, et al,
Plaintiffs,

CIRCUIT COURT FOR
BALTIMORE CITY

IN THE
CIRCUIT COURT
FOR
BALTIMORE CITY

v.

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,

Defendants.

87313071/CL73531

* * * * *

REQUEST FOR PRODUCTION OF DOCUMENTS

TO: I.E. Shaffer & Company

BY: Joseph Rolnik

Plaintiff Joseph Rolnik, by his attorneys, Mark T. Mixer and Smith, Somerville & Case, requests, pursuant to Maryland Rule 2-422, the above-named parties to produce for examination, inspection and copying by Joseph Rolnik all of the documents or types of documents listed below. The documents shall be produced by September 26, 1988 or at such other times as counsel for the parties may agree, at the offices of Smith, Somerville & Case. 100 Light Street, 4th Floor, Baltimore, Maryland 21202.

DEFINITIONS AND INSTRUCTIONS

a. As used herein, the term "document" or "writing" means any written, recorded or graphic matter, however produced or reproduced (whether by hand or by some mechanical, electronic, photographic or other means), and includes the or original, all file copies, all other copies no matter how prepared and all

drafts prepared in connection with such document, whether used or not, any further includes, but is not limited to: papers, books, records, catalogs, price lists, pamphlets, periodicals, letters, correspondence, scrap books, notebooks, bulletins, circulars, forms, notices, postcards, telegrams, deposition transcripts, contracts, agreements, leases, reports, studies, working papers, charts, proposals, graphs, sketches, diagrams, indexes, maps, analyses, statistical records, reports, results of investigations, reviews, ledgers, journals, balance sheets, accounts, books of accounts, invoices, vouchers, purchase orders, receipts, expense accounts, canceled checks, bank checks, statements, sound and tape recordings, video tapes, audio tapes, memoranda (including any type or form of notes, memoranda or sound recordings of personal thoughts, recollections or reminders, or of telephone or other conversations, or of acts, activities, agreements, meetings or conferences); photostats, microfilm, instruction lists or forms, diaries, calendar or desk pads, stenographers' notebooks, appointment books and other papers or matter similar to any of the foregoing, however denominated, whether received by you or prepared for you for your own use or for transmittal. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical) each non-identical copy is a separate "document."

b. The pronouns "you" and "your" refer to the party to whom this request to produce documents is addressed, to the party's agents, employees, representatives, investigators, consultants, accounts, and unless privileged, the party's attorneys, and any other person, firm or entity: that is directly or indirectly subject to the party's control in any way whatsoever.

c. If you claim a privilege with regard to any document within the scope of this request for production of documents, identify the name, title, heading or nature of each document, and its date, to which the privilege is claimed, and state the nature of the privilege claimed with respect to each document.

d. If you are unable to produce a document requested, state in writing why you cannot produce the document and, in addition, if you cannot produce the document because it is not in your possession or in the possession of a person from whom you could obtain it, state the name, address, and telephone number of any person you believe may have the original or a copy of such document.

DOCUMENT REQUESTS

1. Your complete file concerning Deborah Rolnik, d/o Joseph; d.o.s.: 7/17/84-1987; patient no. 39474-2, policy no.: C-2023.

2. Any and all correspondence received from or directed to the defendant, The Sheppard & Enoch Pratt Hospital, Inc.

3. Any and all correspondence directed to or received from the defendant, Union Labor Life Insurance Company, concerning an insurance policy issued to Joseph Rolnik and providing insurance benefits to Deborah Rolnik for treatment provided by the Sheppard & Enoch Pratt Hospital, Inc.

4. Any and all correspondence directed to or received from the Plaintiff, Joseph Rolnik, concerning an insurance policy issued to Joseph Rolnik and providing insurance benefits to Deborah Rolnik for treatment provided by the Sheppard & Enoch Pratt Hospital, Inc.

5. Any and all reports prepared by any expert whom you intend to call as a witness at the trial of this case.

6. Any and all statements, correspondence, memoranda, notes, contracts, reports, etc. relative to your employment by the Trustees of the Hudson County Carpenter's Welfare Fund as plan administrator of the insurance policy between the Trustees and Union Labor Life Insurance Company.

7. All statements, correspondence, notes, memoranda, contracts, etc. which establish, delineate, or otherwise limit the authority granted to you to act on behalf of either the Trustees of the Hudson County Carpenter's Welfare Fund or Union Labor Life Insurance Company.

Mark T. Mixer
Mark T. Mixer

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1146

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 18th day of August, 1988, a copy of the foregoing Request for Production of Documents were mailed to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, P.O. Box 6705, Towson, Maryland 21204, Kenneth L. Thompson, Esquire, Piper & Marbury, 1100 Charles Center South, 36 S. Charles Street, Baltimore, Maryland 21201; and to Kristine Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202.

Mark T. Mixer
Mark T. Mixer

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AUG 19 1988

**CIRCUIT COURT FOR
BALTIMORE CITY**

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

ANSWERS TO INTERROGATORIES

Joseph Rolnik, one of the plaintiffs, by his attorneys,
Mark T. Mixter and Smith, Somerville & Case, for answer to the
interrogatories propounded to him by the defendant, I.E. Shaffer
& Company, states as follows:

a. The information supplied in these answers is not
based solely on the knowledge of the executing party but includes
the knowledge of the party's agents, representatives and
attorneys, unless privileged.

b. The word usage and sentence structure may be that
of the attorney assisting in the preparation of these answers and
thus does not necessarily purport to be the precise language of
the executing party.

INTERROGATORY NUMBER 1: State your full name, home and
business address, date of birth, marital status, social security
number and any other names by which you ever have been known.

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ANSWER: Joseph Rolnik, 15919 Forsythia Circle, Delray Beach, Florida 33445; Birthdate: January 15, 1915; Martial Status - single; Social Security Number: 142-26-0245.

INTERROGATORY NUMBER 2: If you ever have been convicted of a crime other than a minor traffic offense since your eighteenth birthday, when you were represented by counsel or waived your right to counsel, state the name of such crime(s) and the date and the court in which conviction occurred.

ANSWER: None.

INTERROGATORY NUMBER 3: If you were gainfully employed at any profession, trade, occupation or job during the past ten (10) years, describe such employment by stating the names and addresses of all employers, the dates thereof, the duties performed, the salary or wage earned, and the reason, if any, for termination.

ANSWER: Employer: A. Kerzner, Inc., Summit Avenue, Jersey City, New Jersey; Employed by Kerzner from 1955 through 1980; carpenter/construction; salary - \$25,000; retired.

INTERROGATORY NUMBER 4: Name any persons not heretofore mentioned who have personal knowledge of the facts material to this occurrence and identify the knowledge that the person has in connection with the events claimed in your First Amended Complaint.

ANSWER: Zachary Rolnik, Deborah Rolnik, Ettie Barsky, 111 Massachusetts Avenue, N.W., Washington, D.C. Julie

Carrabelly, 84 Bear Tavern Road, West Trenton, NJ 08628; Glenn D. Shaffer, 84 Bear Tavern Road, West Trenton, NJ 08628; Kathryn Gallagher, 6501 N. Charles Street, Baltimore, Maryland 21285; William B. Cornell, III, 6501 N. Charles Street, Baltimore, Maryland 21285, Thomas Kiley, 111 Massachusetts Avenue, N.W., Washington, D.C., Sue Borowski, 111 Massachusetts Avenue, N.W., Washington, D.C., Joyce Floyd, Towson, Maryland 21204; P. Gendtile, Towson, Maryland 21204. This plaintiff refuses to further answer this interrogatory as to the knowledge of all such persons as that request is overly broad, vague and burdensome and obviously, not capable of being responded to in the form of an answer to interrogatory.

INTERROGATORY NUMBER 5: If you have signed statements or oral statements which were reduced to writing from anyone having knowledge of facts material to this case, identify each such statement by stating the name of the person who has it, the date it was given, and in whose custody it now is and attach to your answers a copy of any statement obtained from the party propounding these interrogatories or any of its agents, servants or employees.

ANSWER: This plaintiff is not in possession of any such statements as the term "statement" is utilized under the Maryland Rules.

INTERROGATORY NUMBER 6: State with particularity and in complete detail how you contend the occurrence(s) giving rise

to this litigation took place including in your answer a complete description of all of your contacts with the party propounding these interrogatories or any of its agents, servants or employees, the date of any such contact, all contacts with the co-defendants, the date of all such contacts, and what was discussed during any and all such contacts.

ANSWER: For over 25 years, Joseph Rolnik, as a member of the Hudson County Carpenters Union, contributed monies for life and medical insurance coverage as part of the benefits program. Deborah Rolnik was, and is, an "eligible dependent" under the terms of the applicable insurance policy issued by the defendant (a copy of which is attached hereto). This plaintiff incorporates by reference his answers to interrogatories 14, 15, 16, 17, 18, 19, 20 and 21.

INTERROGATORY NUMBER 7: If it is your contention that any other person or entity who is not a party to this action caused or contributed to the occurrence (s) alleged in your First Amended Complaint in any way or manner, state the identity of that person or entity and the facts upon which you base your contention.

ANSWER: No such contention is made at this time.

INTERROGATORY NUMBER 8: If you contend that you suffered or are suffering from any injury or loss as a result of the occurrences alleged in your First Amended Complaint, describe

that injury or loss with particularity specifying the nature and extent of such loss or injury.

ANSWER: The "loss" is two-fold. First, there has been a discontinuity in Deborah's treatment as a result of the change in residential settings. Only Deborah's doctors can testify as to the potential downside to this consequence. Secondly, these actions have precipitated emotional and financial pressure on both Joseph and Deborah Rolnik. Additionally, the following expenses are also claimed:

1. \$80,849.46 - outstanding balance due Sheppard-Pratt; and
2. To Be Determined - Attorneys' Fees; and
3. 1,150.00 - Travel and administrative cost; and
4. 6,300.00 - Halfway house expense; and
5. Punitive damages.

INTERROGATORY NUMBER 9: If any part of the loss described in your answer to interrogatory number 8 is monetary in nature, itemize the amount(s) of the loss, the person or entity to whom the same was (is) owed, if the same is wages, from whom the same were lost and the amount thereof.

ANSWER: See answer 8 above.

INTERROGATORY NUMBER 10: State the names and specialties of all experts, including, but not limited to, doctors, engineers, economists, appraisers and accountants, whom you propose to call as witnesses at the trial of this case and attach copies of any report(s) which you have received from these experts to these answers to interrogatories.

ANSWER: This plaintiff is not certain which experts it will call to testify at the trial of this case. Accordingly, the plaintiff will supplement this answers in a feasible fashion at a future date.

INTERROGATORY NUMBER 11: If there is a co-defendant or defendants in this action and if you contend that the occurrence or the injuries or losses claimed to have been sustained were caused or directly contributed by any act or omission on the part of any co-defendant, state the name of each so-defendant and set forth concisely, but completely, the nature of each act or omission which you contend caused or contributed to your alleged losses.

ANSWER: The plaintiff incorporates by reference his answer to interrogatories 15, 19 and 20 along with his answers to the interrogatories of Union Labor Life Insurance Company in response to this interrogatory.

INTERROGATORY NUMBER 12: State whether you, or any agent or employee of yours acting on your behalf, have entered into any settlements or releases in connection with the occurrence complained of. If your answer is in the affirmative, state the identities of all parties thereto, the date of all releases or settlements, the terms of all releases or settlements, the terms of all releases or settlements, and if you will do so without a formal request for production of documents,

attach a copy of all such releases or settlements to your answers to these interrogatories.

ANSWER: None.

INTERROGATORY NUMBER 13: If you ever filed or asserted any claims for this alleged injury or any other injury prior to or subsequent to the occurrence(s) complained of in your first amended complaint give full details, including the name and address of each person, firm or corporation and their insurance companies, if any against whom (which) each claim was asserted and the name of the court, commission, board or other body, if any, in which you filed suit or claim and the date of filing.

ANSWER: None.

INTERROGATORY NUMBER 14: Describe with particularity any conversations you had with the I.E. Shaffer & Company, its agents, servants or employees, oral or written, face to face, by telephone, or otherwise, and with respect to each conversation identified, state the date of the conversation, identify all persons who were present or within hearing distance at the time of the conversation, state what was said by you and what was said by I.E. Shaffer, its agents, servants or employees and state how, if at all, you relied on any representation by I.E. Shaffer, Its agent, servant or employee concerning the payment of your medical expenses under the insurance policy identified in paragraph 4 of your first amended complaint.

ANSWER: After Deborah attempted to commit suicide in May of 1984, the Rolnik family began an exhaustive search of psychiatric facilities - both private psychiatric hospitals and the psychiatric wards of private general hospitals - to place and treat Deborah. All of this was done in consultation with Julie Carrabelly of I.E. Shaffer representing Union Labor Life. It was Ms. Carrabelly who worked directly with the finance and admission departments of the various hospitals under consideration. Basically, once a hospital had accepted Deborah's case for admission, the admitting institution and I.E. Shaffer would discuss the financial parameters coinciding with admissions. In one instance regarding Chestnut Lodge located in Rockville, Maryland, a decision was made not to accept Deborah as a patient because the limits of coverage at that time were \$100,000.00.

Once Deborah was accepted into Sheppard Pratt Hospital, it was agreed that as the insurance monies approached exhaustion Deborah would be transferred to a facility commensurate with her medical condition. But approximately six months into Deborah's hospitalization, the hospital was notified by I.E. Shaffer that the limit was extended to \$1,000,000.00. Being somewhat skeptical about the change in coverage, Kathryn Gallagher contacted Ms. Carrabelly, who confirmed the increased coverage.

After Union Labor Life suspended payments to the hospital, I contacted Julie Carrabelly to learn what was going on (approximately 10/86) and I was informed that I.E. Shaffer was

instructed to refer all questions to Ms. Ettie Barsky at Union Labor Life.

Attached hereto are copies of all correspondence either directed to or received from I.E. Shaffer & Company.

INTERROGATORY NUMBER 15: Describe with particularity any conversations you had with Union Labor Life Insurance Company, its agents, servants or employees, oral or written, face to face, by telephone, or otherwise, and with respect to each conversation identified, state the date of the conversation, identify all persons who were present or within hearing distance at the time of the conversation, state what was said by you and what was said by Union Labor Life Insurance Company, its agents, servants, or employees and state how, if at all, you relied on any representation made by Union Labor Life Insurance Company, its agents, servant or employees concerning the payment of your medical expenses or the scope of coverage under the insurance policy identified in paragraph 4 of your first amended complaint.

ANSWER: Zachary Rolnik had numerous conversations with Ettie Barsky during the months of October, November and December, 1986. The intention of these conversations was to learn more about the actions to be taken by Union Labor Life and attempting to get some advice on how to proceed on Deborah's treatment. Rather than assisting Zachary Rolnik in trying to both resolve the issues and thereby reduce the hospitalization by identifying alternative, Ms. Barsky put up a wall and would answer my

questions. Ms. Barsky's first contention was that Deborah was not entitled to coverage because her illness did not manifest itself until after her nineteenth birthday - false because Deborah had been diagnosed with this problem in her early teens. Next, Ms. Barsky claimed that Deborah was being hospitalized for a drug problem - again false because her apparent drug problems were of secondary concern to the doctors. Finally, Ms. Barsky claimed that Union's decision would be based on the final review of Union's psychiatrists acting in a reviewing capacity. And still the clock ticked on. A final decision was not made by Union until April of 1987, nearly one year and \$100,000 down the road from when they first stopped payment to the hospital. Attached hereto is copies of all documentation received from or directed to Union Labor Life Insurance Company.

INTERROGATORY NUMBER 16: State the facts upon which you base your contention set forth in paragraph 19 of your complaint that defendants intended that the plaintiffs would rely on the representations and were reasonably aware that the plaintiff would act in reliance upon these representations referred to in your answers to interrogatory nos. 14 and 15.

ANSWER: All throughout Deborah's hospitalization, the Rolniks relied on the advice of I.E. Shaffer as it relate to the payment of insurance monies to the hospital. There was, and is, no large sum of monies aside from the insurance coverage by which this hospitalization could have been paid. The only alternative

from a private psychiatric hospital paid by Union Labor Life was a state or county psychiatric institution. Since the Rolniks believed Shaffer's misrepresentation to be true, it continued to follow the recommended course of treatment at Sheppard Pratt. This plaintiff hereby incorporates by reference his answers to interrogatories 14 and 15.

INTERROGATORY NUMBER 17: State with particularity all the facts on which you base your contention made in paragraphs 23 and 24 of your complaint that I.E. Shaffer, its agents, servants or employees misrepresented to the plaintiffs the scope of insurance provided by the insurance policy issued to the plaintiffs, and that I.E. Shaffer, its agents, servants or employees, knew of the falsity of their representations and intended to create a false impression of the actual scope of insurance coverage.

ANSWER: This plaintiff hereby incorporates by reference his answers to interrogatories 14, 15 and 16. Moreover, it is the contention of this plaintiff that I.E. Shaffer & Company did not understand the change in policy coverage or the requirements for coverage from that change. Accordingly, they misrepresented the amount of coverage available.

INTERROGATORY NUMBER 18: With respect to each representation identified in your answer to interrogatory no. 17, state when the representation was made, how the representation was false, why and how the representation had a capacity,

tendency, or effect of misleading you and how you relied upon the misrepresentation.

ANSWER: This plaintiff learned of the increasing coverage from Kathryn Gallagher in approximately 1985. This plaintiff incorporates by reference his answers to interrogatories 14, 15, 16 and 17.

INTERROGATORY NUMBER 19: Identify each and every document, letter or correspondence, in your possession or control which refers in any way to the insurance policy issued to the plaintiffs by Union Labor Life Insurance and the scope of coverage of that policy.

ANSWER: Attached hereto are copies of all such documents.

INTERROGATORY NUMBER 20: Identify each and every document upon which you rely in support of your contention that I.E. Shaffer, its agents, servants or employees, committed fraud or misrepresentation with respect to the scope of the coverage provided under the insurance policy referred to in paragraph 4 of your first amended complaint.

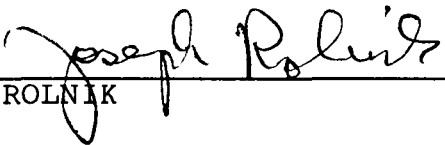
ANSWER: Attached hereto are all such documents.

INTERROGATORY NUMBER 21: If it is your contention that continued treatment of Deborah Rolnik was or is medically necessary, state the facts upon which you base this contention.

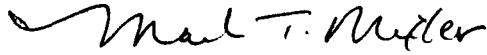
ANSWER: This plaintiff does contend that the continued treatment of Deborah Rolnik was and is medically necessary. It

is the understanding of this plaintiff that the condition is permanent in nature. She has been diagnosed as a borderline personality disorder which is rarely cured. Rather, the underlying problems are sought to be solved which usually requires lengthy hospitalization in the excess of one year. Deborah Rolnik was suicidal upon her initial hospitalization at Sheppard Pratt Hospital. She has periods of improvements and periods of worsening during her hospitalization. Deborah Rolnik was released from Sheppard Pratt Hospital on March 17, 1987 but continues to undergo individual group therapy more than once per week. It is the understanding of this plaintiff that Deborah Rolnik's condition could deteriorate and she could need further hospitalization.


I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the foregoing answers to interrogatories are true and correct to the best of my information, knowledge and belief.



JOSEPH ROLNIK



Mark T. Mixer



Smith, Somerville & Case
100 Light Street, Sixth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this *19th* day of *August*, 1988 a copy of the foregoing answers to interrogatories was mailed to Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; James R. Eyler, Esquire, Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 and to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland 21204.



Mark T. Mixer

FILED

AUG 19 1988

CIRCUIT COURT FOR
BALTIMORE CITY

JOSEPH ROLNIK, et al,
Plaintiffs,

v.

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
*
* 87313071/CL73531
*

* * * * *

INTERROGATORIES

TO: I.E. Shaffer & Company

BY: Joseph Rolnik

The Plaintiff, pursuant to the Rules of procedure, propounds the following Interrogatories, which shall be continuing in character.

A. Where addresses are requested, please state both home and business addresses.

B. Unless otherwise indicated, these interrogator irs refer to the time, pIace and circumstances of the occurrence complained of in the pleadings.

C. Where knowledge or information of a party is requested, such request includes knowledge of the party's agents, representatives and, unless privileged, his attorneys.

D. The pronoun "you" refers to the party to whom these interrogatories are addressed, and the persons mentioned in clause C.

E. "Identify" or "identification" when used in reference to an individual person means to state his full name if known, and his present or last known position and business affiliation and his present or last known residence address.

"Identify" or "identification" when used in reference to a document means to state the type of document (e.g., bill of lading, dock receipt, charter agreement, photograph, contract of sale, letter, memorandum, telegram, chart, etc.) including such information as is necessary to specifically identify it, the date, if any, the person who prepared it, its present location and the name and address of its custodian. If any such document was, but is no longer in your possession or subject to your control, state what disposition was made of it and the reason for such disposition.

1. State the full name and position with your organization of the person who is signing these answers to interrogatories on your behalf.

2. State the full name, business address, and title of each and every person who was responsible for handling or overseeing the file concerning Deborah Rolnik, d/o Joseph; d.o.s: 7/17/84-1987; patient No. 39474-2; policy No. C-2023.

3. State the name, present business address, and title of each and every person who played any role, consultive or otherwise, in the decision to deny payment for medical services

received by Deborah Rolnik from the Sheppard & Enoch Pratt Hospital, Inc.

4. State the names, addresses and telephone numbers of all experts whom you propose to call as witnesses, and state the subject matter upon which the expert is expected to testify; the substance of the findings and opinions to which the expert is expected to testify; a summary of the grounds for each opinion; and attach to these answers any written reports made by any expert concerning these finds and opinions.

5. If you contend that the treatment provided to Deborah Rolnik by the Sheppard & Enoch Pratt Hospital, Inc. was not medically necessary, give a complete statement of all facts upon which you intend to rely to support your position.

6. If you contend that you were not acting as the agent, servant or employee of Union Labor Life Insurance Company with respect to the subject matter of this litigation, give a concise statement of the facts upon which you intent to rely to support your contention.

7. Identify all communications either oral or in writing by and between yourself and any of the co-defendants or the plaintiffs which in any way relate to the subject matter of this litigation. For each such communication, state the subject of the communication, the date of the communication, and the identities of the individuals who participated in that communication.

8. Identify those persons known to have given statements concerning the occurrence which have been recorded or reduced to writing, the date of each such statement, and the name and address of the person who took such statement, and the names and addresses of all persons having custody of the original or copies thereof.

9. State the facts upon which you base your contention, set forth in paragraph 38 of your answer to First Amended Complaint, that the Plaintiffs were contributorily negligent.

10. State the facts upon which you base your contention, set forth in paragraph 39 of the answer to First Amended Complaint, that the Plaintiffs assumed the risk of their alleged injuries and damages.

11. If you contend that the treatment received by Deborah Rolnik while hospitalized at the Sheppard & Enoch Pratt Hospital was, at any time, non-covered under the policy of insurance between the Trustees of the Hudson County Carpenter's Welfare Fund and Union Labor Life Insurance Company, state the operable time period during which Deborah Rolnik's treatment was non-covered under the policy and, state all facts which support your contention.

12. State the date on which it was decided that Deborah Rolnik's treatment at the Sheppard Enoch Pratt Hospital should be reviewed, the basis for that decision, the name,

business address, and telephone number of all persons involved in the making of that decision, and, set out in detail the action taken in response to that decision.

13. If you contend that you are employed by the Trustees of the Hudson County Carpenter's Welfare Fund as plan administrator for the insurance policy between the Trustees and Union Labor Life Insurance Company, state with particularity the scope of your authority to act on behalf of either the Trustees or Union Labor Life Insurance Company and any limitations upon such authority.

14. Do you deny that one of your employees during the course of Deborah Rolnik's hospitalization, informed a representative(s) and/or others that the coverage available to Deborah Rolnik under the policy issued by Union Labor Life Insurance Company had been increased from \$100,000.00 to \$1,000,000.00? If not, give a concise statement of facts as to all such communications including in your answer, the identities of all individuals involved in those communications and the dates thereof. Identify all documents in any way related to those communications.

15. Identify all persons not heretofore named in your answers to these interrogatories who have personal knowledge of facts (a) concerning the happening of the occurrence or (b) your injuries, losses and damages. Specify in which category each such person has knowledge.

Mark T. Mixer
Mark T. Mixer

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 18th day of August, 1988, a copy of the foregoing interrogatories were mailed to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, P.O. Box 6705, Towson, Maryland 21204, Kenneth L. Thompson, Esquire, Piper & Marbury, 1100 Charles Center South, 36 S. Charles Street, Baltimore, Maryland 21201; and to Kristine Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202.

Mark T. Mixer
Mark T. Mixer

FILED

29
22

AUG 19 1988

CIRCUIT COURT FOR
BALTIMORE CITY

JOSEPH ROLNIK, et al.,

* IN THE

Plaintiffs,

* CIRCUIT COURT

v.

* FOR

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,

* BALTIMORE CITY

Defendants.

* Case No. 87313071/CL73531

* * * * *

CROSS-CLAIM

Defendant, I.E. Shaffer & Company ("I.E. Shaffer"), by its attorneys, James R. Eyler and Kristine A. Crosswhite, pursuant to Rule 2-331 of the Maryland Rules of Procedure, files this Cross-Claim against the co-defendant, Union Labor Life Insurance Company ("ULL"), and for ground therefor states as follows:

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

1. The above-captioned lawsuit came to issue on or about November 9, 1987 when the plaintiffs, Joseph and Deborah Rolnik (hereinafter collectively referred to as "Rolnik"), filed a Complaint for Declaratory Judgment against I.E. Shaffer, ULL and Sheppard & Enoch Pratt Hospital ("Sheppard Pratt"). A copy of the Complaint for Declaratory Judgment is attached hereto as Exhibit 1 and is incorporated herein by reference.

2. Pursuant to the Complaint for Declaratory Judgment, Rolnik alleged that on or about July 17, 1984, Deborah Rolnik was admitted to Sheppard Pratt in an adult

in-patient treatment program. It was contended that the admission was based upon a doctor's recommendation and that the treatment was covered by Joseph Rolnik's policy with ULL having a policy limit of \$100,000. It was further contended that ULL approved of the hospitalization through its agent, I.E. Shaffer. Finally, it was contended that approximately 2 years after Deborah Rolnik began treatment at Sheppard Pratt, ULL stopped paying her medical bills. The plaintiffs sought declaratory relief as well as a declaration that the defendants committed fraud, negligent misrepresentation and breach of contract.

3. Due to the plaintiffs' improper attempt to mix declaratory and compensatory relief at law, Motions to Dismiss were filed. Thereafter, the plaintiff filed a First Amended Complaint, a copy of which is attached hereto as Exhibit 2 and is incorporated herein by reference. Pursuant to the First Amended Complaint, plaintiffs sought a declaration as to the scope of coverage under the applicable policy, as well as relief at law for fraud, negligent misrepresentation and, as to ULL only, breach of contract. I.E. Shaffer duly filed a proper response to the First Amended Complaint, a copy of which is attached hereto as Exhibit 3.

4. Pursuant to I.E. Shaffer's response to the First Amended Complaint, the following "facts" were placed in the record:

a. The policy at issue was a group insurance policy between the Trustees of the Hudson County Carpenters'

Fund (the "Fund") and ULL subject to all provisions, terms and exclusions of the policy;

b. The lifetime Major Medical maximum under the ULL policy was \$100,000. Effective April 1, 1985, the trustees of the Fund improved Major Medical plan benefits by increasing the lifetime Major Medical maximum to \$1,000,000.00.

c. At the request of the Trustees of the Fund, ULL granted to I.E. Shaffer the authority to process claims payable under the ULL policy with the Fund. I.E. Shaffer is obligated to process claims in accordance with the provisions of the ULL policy and is subject to audit by ULL. Although I.E. Shaffer has responsibility for day-to-day claims processing, ULL makes the ultimate determination regarding benefits payable under the policy. In all salient respects, I.E. Shaffer acted as the administrative agent of ULL and made no independent determinations as to whether or not Deborah Rolnik's continued treatment was "medically necessary" pursuant to the terms and provisions of the policy.

COUNT I


(Contribution and Indemnification)


5. The allegations of paragraphs 1 through 4 hereof are repeated and reasserted herein as if the same were fully set forth.

6. If it is found that the continued medical treatment of Deborah Rolnik was "medically necessary" as alleged by the plaintiffs and it is further found that coverage is or was due and owing under the applicable policy to the

plaintiffs and it is further found that I.E. Shaffer is liable to the plaintiffs, then the co-defendant, ULL owes indemnification and/or contribution to I.E. Shaffer as all determinations as to the proper scope of coverage afforded to the plaintiffs under the policy were made by ULL.

WHEREFORE, for the foregoing reasons, the defendant and cross-plaintiff, I.E. Shaffer Company respectfully requests judgment for indemnification and/or contribution from the co-defendant, Union Labor Life Insurance Company in the full amount and/or pro-rata share of any judgment entered against I.E. Shaffer Company in this action.


James R. Eyler


Kristine A. Crosswhite
MILES & STOCKBRIDGE
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for Defendant,
I.E. Shaffer & Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of August, 1988, a copy of the foregoing **CROSS-CLAIM** was mailed, first class postage prepaid, to:

Mark T. Mixter, Esquire
SMITH, SOMERVILLE & CASE
100 Light Street
6th Floor
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burke, Esquire
SEMMES, BOWEN & SEMMES
401 Washington Avenue
P.O. Box 6705
Towson, Maryland 21285

Kenneth L. Thompson, Esquire
Lettie Moses, Esquire
PIPER & MARBURY
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Kristine A. Crosswhite
Kristine A. Crosswhite

JOSEPH ROLNIK
15919 Forsythia Circle
Delray Beach, Florida 33445

*

IN THE

and

DEBORAH ROLNIK
2636 North Charles Street
Baltimore, Maryland 21218

*

CIRCUIT COURT

Plaintiffs,

v.

THE UNION LABOR LIFE
INSURANCE COMPANY
111 Massachusetts Ave., N.W.
Washington, D.C. 20001

*

FOR

SERVE ON:
Edward J. Muhl
501 St. Paul Place
Baltimore, Maryland 21202

and

*

BALTIMORE CITY

SHEPPARD & ENOCH
PRATT HOSPITAL
6501 North Charles Street
Baltimore, Maryland 21204

SERVE ON:
Frederick F. Hinze
6501 North Charles Street
Baltimore, Maryland 21204

*

and

I.E. SHAFFER & COMPANY
840 Bear Tavern Road
West Trenton, N.J. 08628

SERVE ON: Glenn Shaffer, President
840 Bear Tavern Road
West Trenton, N.J. 08628

Defendants.

*

* * * * *

COMPLAINT FOR DECLARATORY JUDGMENT

EXHIBIT 1

Plaintiffs, Joseph Rolnik and Deborah Rolnik, by their attorneys, Mark T. Mixter and Smith, Somerville & Case, bring this complaint for declaratory judgment against the defendants, Union Labor Life Insurance Company (hereinafter referred to as "Union"), Sheppard & Enoch Pratt Hospital (hereinafter referred to as "the hospital") and I.E. Shaffer & Company (hereinafter "Shaffer") and state as follows:

1. This complaint for declaratory judgment is brought pursuant to Section 3-401 et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

2. On or about July 17, 1984, Deborah Rolnik was admitted to the Sheppard & Enoch Pratt Hospital adult in-patient program.

11/17/84 - estimated length of stay = 6 mos.
3. Deborah Rolnik's admission to the hospital was based upon her doctor's recommendation.

adm +
4. Joseph Rolnik is the father of Deborah Rolnik.

adm +
5. Deborah Rolnik's in-patient treatment was covered by Joseph Rolnik's policy with Union.

6. Union's policy limit was \$100,000.00.

7. Union approved of Deborah Rolnik's hospitalization through its agent, I.E. Shaffer & Company.

8. On or about May 14, 1985 Union, through its agent, Shaffer, contacted the hospital directly to inform them that the policy limit had been increased to \$1,000,000.00.

9. Kathryn Gallagher, Deborah Rolnik's social worker contacted Shaffer to confirm the increase in the policy limit and was told that Deborah's care was included in that increase.

10. In June of 1986, approximately two years after Deborah Rolnik began treatment at the hospital, Union stopped paying Deborah's medical bills; to date, Union had paid \$192,285.00 to the hospital for care received by Deborah Rolnik.

11. In August of 1986, Union notified the hospital that they were conducting a review of Deborah Rolnik's treatment and progress.

12. From August, 1986 until November, 1986, the hospital made a series of telephone calls to Shaffer and Union inquiring as to the status of the review.

13. On or about November 20, 1986, Ms. Ettie Barsky, an agent, employee and/or servant of Union, phoned the hospital and informed them that Union would not pay any of Deborah Rolnik's outstanding bills, nor would they pay any future bills she might incur. The hospital requested confirmation in writing.

14. Deborah Rolnik was released from the hospital on March 17, 1987, and placed in a halfway house because her family could not afford to pay her ongoing medical expenses.

15. On or about April 29, 1987 Ettie Barsky sent a letter to the hospital detailing the results of the review of Deborah Rolnik's case, eight months after the review began and

eleven months after Union stopped paying Deborah Rolnik's medical bills.

16. Because an actual and justiciable controversy now exists between Deborah Rolnik, Joseph Rolnik, Union Labor Life Insurance Company, Sheppard & Enoch-Pratt Hospital, and I.E. Shaffer & Company with regard to the proper interpretation of the insurance policy issued by Union Labor Life, Deborah and Joseph Rolnik request that a decree of a conclusive character be provided, and all rights and legal relations of the parties hereto be judicially and finally determined.

WHEREFORE, Joseph Rolnik and Deborah Rolnik request that the Court declare the following:

1. That the plaintiff, Deborah Rolnik was an insured under the policy of her father, Joseph Rolnik.
2. That all treatment received by the plaintiff, Deborah Rolnik, while hospitalized at Sheppard & Enoch Pratt Hospital be determined to have been covered under that policy.
3. That the defendants, Union and/or Shaffer, negligently or fraudulently misrepresented the scope of the policy to the plaintiffs and the hospital to their detriment and that the plaintiffs just probably relied upon said representations and therefore, are entitled to damages of both a compensatory and punitive nature.
4. That the defendant, Union, breached its contract with the plaintiff, Joseph Rolnik, by discontinuing payments to

the hospital, to the continuing detriment of plaintiffs, Joseph Rolnik and Deborah Rolnik.

5. That plaintiff Joseph Rolnik be reimbursed by Union and/or Shaffer for all payments that he has made to the hospital that were payments rightly owed by the defendant, Union.

6. That plaintiffs, Joseph Rolnik and Deborah Rolnik, be reimbursed by Union and/or Shaffer for any and all costs attendant to filing and pursuing the instant complaint for declaratory judgment including but not limited to, legal fees incurred therein.

7. That the plaintiffs, Joseph Rolnik and Deborah Rolnik, be awarded compensatory and punitive damages by virtue of the action of the defendants, Union and Shaffer which constituted bad faith and was done with malice and was otherwise unjustified.

8. That the Court decree such other and further relief as it deems appropriate in the interest of fairness and justice.

Mark T. Mixter

Smith, Somerville & Case
100 Light Street
Baltimore, Maryland 21202
(301) 727-1164

APR 6 1980

JOSEPH ROLNIK
15919 Forsythia Circle
Delray Beach, FL 33445

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IN THE

and

DEBORAH ROLNIK
2336 N. Charles Street
Baltimore, MD 21218

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CIRCUIT COURT

Plaintiffs

v.

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*
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FOR

THE UNION LABOR LIFE
INSURANCE COMPANY
111 Massachusetts Ave., N.W.
Washington, D.C. 20001

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BALTIMORE CITY

SERVE ON:
Edward J. Muhl
501 St. Paul Place
Baltimore, MD 21202

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and

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87313071/CL73531

SHEPPARD & ENOCH PRATT
HOSPITAL
6501 N. Charles Street
Baltimore, MD 21204

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*

SERVE ON:
Frederick F. Hinze
6501 N. Charles Street
Baltimore, MD 21204

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*
*

and

I. E. SHAFFER & COMPANY
840 Bear Tavern Road
West Trenton, NJ 08628

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*
*

SERVE ON:
Glenn Shaffer, President
840 Bear Tavern Road
West Trenton, NJ 08628

Defendants

* * * * *

FIRST AMENDED COMPLAINT

EXHIBIT 2

Plaintiffs, Joseph Rolnik and Deborah Rolnik, by their attorneys, Mark T. Mixter and Smith, Somerville & Case, file this amended complaint against the Defendants, Union Labor Life Insurance Company (hereinafter "Union"), Sheppard & Enoch Pratt Hospital (hereinafter the "Hospital") and I.E. Shaffer & Company (hereinafter "Shaffer") and state as follows:

1. That on or about July 17, 1984, Deborah Rolnik was admitted to the Hospital's adult in-patient program.
2. That Deborah Rolnik's admission to the Hospital was based upon her doctor's recommendation.
3. That Joseph Rolnik is the father of Deborah Rolnik.
4. That Deborah Rolnik's in-patient treatment was covered by Joseph Rolnik's policy with Union.
5. That Union's policy limit was \$100,000.00.
6. That Union approved of Deborah Rolnik's hospitalization through its agent, Shaffer.
7. That six months after Deborah Rolnik was admitted to the Hospital, Union, through its agent Shaffer, contacted the Hospital directly to inform them that the policy limit had been increased to \$1,000,000.00.
8. That Kathryn Gallagher, Deborah Rolnik's social worker, contacted Shaffer to confirm the increase in the policy limit and was told that Deborah's care was included in that increase.

9. That in June of 1986, approximately two years after Deborah Rolnik began treatment at the Hospital, Union stopped paying Deborah's medical bills.

10. That in August of 1986, Union notified the Hospital that they were conducting a review of Deborah Rolnik's treatment and progress.

11. That from August, 1986 until November 1986, the Hospital made a series of telephone calls to Shaffer and Union, inquiring as to the status of the review.

12. That on or about November 20, 1986, Ms. Ettie Barsky, an agent, employee and/or servant of Union, phoned the Hospital and informed them that Union would not pay any of Deborah Rolnik's outstanding bills, nor would they pay any future bills she might incur. The Hospital requested confirmation in writing.

13. That Deborah Rolnik was released from the Hospital on March 17, 1987 and placed in a halfway house because her family could not afford to pay her on-going medical expenses.

14. That on or about April 19, 1987, Ettie Barsky sent a letter to the Hospital, detailing the results of the review of Deborah Rolnik's case, eight months after the review began and eleven months after Union stopped paying Deborah Rolnik's medical bills.

COUNT I
(Misrepresentation)

15. That the Plaintiffs, Joseph Rolnik and Deborah Rolnik, incorporate by reference paragraphs 1 through 14, inclusive, as if each and every paragraph had been set forth completely herein.

16. That the Defendants owed a duty to the Plaintiffs to make proper and accurate representations regarding the scope of insurance provided by the insurance policy issued by the Defendant, Union.

17. That the Defendants breached their duty to the Plaintiffs by failing to advise properly the Plaintiffs of the scope of the insurance provided by the insurance policy.

18. That the Plaintiffs reasonably relied upon the representations provided to them concerning the scope of the insurance policy by the Defendants.

19. That at the time the Defendants made the misrepresentations concerning the scope of the policy issued to the Plaintiff, the Defendants intended that the Plaintiffs would rely upon the misrepresentations and were reasonably aware that the Plaintiffs would act in reliance upon those representations in pursuing continued treatment for Deborah Rolnik at the Hospital.

20. That the Plaintiffs did in fact rely upon the

representations made by the Defendants and, as a result of that reasonable reliance, sustained loss and damage.

21. That as a direct and proximate result of the Defendants' misrepresentations, the Plaintiffs were caused to sustain loss as a consequence of the continued treatment provided to Deborah Rolnik by the Hospital.

WHEREFORE, the Plaintiffs pray that compensatory damages in the amount of \$200,000.00 and punitive damages in the amount of \$1,000,000.00 be entered in their favor.

COUNT II

(Fraud)

22. That the Plaintiffs incorporate by reference those facts alleged in paragraphs 1 through 21, inclusive, as if each and every one of those paragraphs was set forth herein.

23. That the Defendants misrepresented to the Plaintiffs the scope of the insurance provided by the insurance policy issued to the Plaintiffs.

24. That at the time those misrepresentations were made, the Defendants knew of their falsity and/or made such misrepresentations and/or intended to create a false impression of the actual scope of insurance provided to the Plaintiffs through the insurance policy.

25. That the Defendants made the misrepresentations to the Plaintiff at a time when it knew the Plaintiffs would rely upon said misrepresentations.

26. That the Plaintiffs in fact did justifiably rely upon the Defendants' misrepresentations by continuing . treatment for Deborah Rolnik at the Hospital.

27. That the false and misleading statements, omissions and misrepresentations made by the Defendants concerning the scope of the insurance provided by the insurance policy constitute outrageous, malicious, gross and wanton conduct on the part of the Defendants and were made with an intent to harm and injure the Plaintiffs.

28. That as a direct and proximate result of the Plaintiffs' reliance on said misrepresentations by the Defendants, the Plaintiffs have sustained severe damage and injury, including but not limited to the cost of hospitalization for Deborah Rolnik at the Hospital.

WHEREFORE, the Plaintiffs demand judgment against the Defendants in the amount of \$200,000.00 compensatory damages and \$2,000,000.00 in punitive damages.

COUNT III

(Breach of Contract)

29. That the Plaintiffs incorporate by reference paragraphs 1 through 28, inclusive, herein as if each and every paragraph was reasserted herein.

30. That the Defendant, Union, entered into a contractual agreement with the Plaintiff Joseph Rolnik,

promising to pay to Joseph Rolnik or any health care provider all bills incurred for medical expenses for in patient treatment.

31. That the Defendant, Union, has breached its contract with the Plaintiff, Joseph Rolnik, by discontinuing payments to the Hospital to the continuing detriment of the Plaintiffs, Joseph Rolnik and Deborah Rolnik.

32. That as a consequence of the breach of contract, the Plaintiffs, Joseph Rolnik and Deborah Rolnik, have sustained damages.

WHEREFORE, it is respectfully requested that judgment be entered in favor of the Plaintiffs and against the Defendant, Union, in the amount of \$200,000.00.

COUNT IV

DECLARATORY JUDGMENT

33. That the Plaintiffs incorporate by reference paragraphs 1 through 32, inclusive, as if each and every paragraph was reasserted herein.

34. That this claim for a declaratory judgment is brought pursuant to 2-401, et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

35. That because an actual and justifiable controversy now exists between Joseph Rolnik, Deborah Rolnik, Union, the Hospital and Shaffer with regard to the proper interpretation of the insurance policy issued by Union, Joseph Rolnik and Deborah Rolnik request that a decree of a conclusive

character be provided, and all rights and legal relations of the parties hereto be judicially and finally determined.

WHEREFORE, Joseph Rolnik and Deborah Rolnik request that the Court declare the following:

1. That the Plaintiff, Deborah Rolnik, was an insured under the policy of her father, Joseph Rolnik.

2. That all treatment received by the Plaintiff, Deborah Rolnik, while hospitalized at the Hospital be determined to have been covered under that policy.

3. That the Defendant, Union, breached its contract with the Plaintiff, Joseph Rolnik, by discontinuing payments to the Hospital, to the continuing detriment of Plaintiffs, Joseph Rolnik and Deborah Rolnik.

4. That Plaintiff, Joseph Rolnik, be reimbursed by Union and/or Shaffer for all payments that he has made to the Hospital that were payments rightly owed by the Defendant, Union.

5. That Plaintiffs, Joseph Rolnik and Deborah Rolnik, be reimbursed by Union and/or Shaffer for any and all costs attendant to filing and pursuing the instant complaint for declaratory judgment, including but not limited to legal fees incurred therein.

6. That this Court decree such other and further relief as it deems appropriate in the interest of fairness and justice.

Mark T. Mixer
Mark T. Mixer

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5 day of April, 1988
a copy of the foregoing first amended complaint was mailed to
Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401
Washington Avenue, Post Office Box 6705, Towson, Maryland 21285;
Kenneth L. Thompson, Esquire, Piper & Marbury, 1100 Charles
Center South, 36 South Charles Street, Baltimore, Maryland 21201
and to Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10
Light Street, Baltimore, Maryland 21202.

Mark T. Mixer
Mark T. Mixer

JOSEPH ROLNIK, et al., * IN THE
 Plaintiffs, * CIRCUIT COURT
 v. * FOR
 THE UNION LABOR LIFE * BALTIMORE CITY
 INSURANCE COMPANY, et al., * Case No. 87313071/CL73531
 Defendants. *

* * * * *

ANSWER TO FIRST AMENDED COMPLAINT

Defendant, I.E. Shaffer & Company ("I.E. Shaffer"), by its attorneys, James R. Eyler and Kristine A. Crosswhite, pursuant to Rule 2-232 of the Maryland Rules of Procedure and Md. Cts. & Jud. Proc. Code Ann. §3-401, et seq., answers the First Amended Complaint heretofore filed by the plaintiffs, Joseph Rolnik and Deborah Rolnik, and states:

GENERAL DENIAL

1. This defendant generally denies the allegations of liability contained in the First Amended Complaint, and each and every count thereof, pursuant to Rule 2-323(d) of the Maryland Rules of Procedure.

SPECIFIC RESPONSES

2. I.E. Shaffer admits the allegations of Paragraph 1 of the First Amended Complaint.

3. I.E. Shaffer denies the allegations of Paragraph 2 of the First Amended Complaint. Further answering, I.E. Shaffer states that its business records reveal that Deborah Rolnik was referred to Sheppard & Enoch Pratt Hospital

"(Sheppard Pratt") by her therapist, J.D. Townsend, of the Bayonne New Jersey Community Mental Health Center. It is unknown whether Mr. Bayonne is a physician.

4. I.E. Shaffer admits the allegations of Paragraph 3 of the First Amended Complaint.

5. I.E. Shaffer cannot truthfully admit or deny Paragraph 4 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer admits that Deborah Rolnik's in-patient treatment was covered in some instances under the terms of a group insurance policy between the Trustees of the Hudson County Carpenter's Fund (the "Fund") and the Union Labor Life Insurance Company ("ULL") subject to all provisions, terms and exclusions of the policy.

6. I.E. Shaffer cannot truthfully admit or deny Paragraph 5 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer admits that prior to April 1, 1985, the lifetime major medical maximum under the ULL policy was \$100,000. Effective April 1, 1985, the Trustees of the Fund improved major medical plan benefits by increasing the lifetime major medical maximum to \$1,000,000.00.

7. I.E. Shaffer cannot truthfully admit or deny Paragraph 6 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that it has been employed by the Trustees of the fund to serve as Plan Administrator. The purpose of the fund is to provide health care benefits to active eligible and retired employees and their eligible dependents. The benefits under the Fund's

health care plan are partially insured by Blue Cross of New Jersey and partially insured by ULL. At the request of the Trustees of the Fund, ULL granted to I.E. Shaffer the authority to process claims payable under the ULL policy with the Fund. I.E. Shaffer is obligated to process claims in accordance with the provisions of the ULL policy and is subject to audit by ULL. Although I.E. Shaffer has responsibility for day-to-day claims processing, ULL makes the ultimate determination regarding benefits payable under the ULL policy. Certain claim payments were made by I.E. Shaffer pertaining to charges incurred by Deborah Rolnik at Sheppard Pratt based upon the provisions of the ULL policy and the authorization of ULL, however, I.E. Shaffer denies that it "approved" of Deborah Rolnik's hospitalization as alleged in Paragraph 6 of the First Amended Complaint.

8. With respect to Paragraph 7 of the First Amended Complaint, I.E. Shaffer's business records do not memorialize the alleged contact with Sheppard Pratt as alleged. Accordingly, I.E. Shaffer denies the allegations of Paragraph 7 of the First Amended Complaint.

9. With respect to Paragraph 8 of the First Amended Complaint, I.E. Shaffer's business records do not memorialize the alleged contact from Kathryn Gallagher and, accordingly, I.E. Shaffer denies the allegations of Paragraph 8 of the First Amended Complaint.

10. I.E. Shaffer admits the allegations of Paragraph 9 of the First Amended Complaint.

11. I.E. Shaffer cannot truthfully admit or deny Paragraph 10 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that on or about February 24, 1986, it notified Sheppard Pratt Physicians, P.A. (the "P.A.") that a review of Deborah Rolnik's file was being conducted and requested an update on her medical history. The P.A. did not respond. On or about March 19, 1986, another letter was forwarded to the P.A. stating that a review was being conducted and again requesting updated medical information. The P.A. responded on or about March 25, 1986 and I.E. Shaffer forwarded the P.A.'s response to ULL on or about April 15, 1986. During the time period that Deborah Rolnik's file was being reviewed by ULL, I.E. Shaffer continued to process and pay claims made by or on behalf of by Deborah Rolnik. By letter dated May 30, 1986, I.E. Shaffer was advised by ULL that payment of claims incurred by Deborah Rolnik was authorized through January, 1986. I.E. Shaffer had already processed claims incurred after January, 1986. I.E. Shaffer contacted ULL by telephone regarding the disposition of claims incurred by Deborah Rolnik after January, 1986 and was instructed to discontinue payments until ULL's review was completed. On August 5, 1986, ULL wrote directly to Sheppard Pratt advising of the ULL review of Deborah Rolnik's claim and requesting additional documentation.

12. I.E. Shaffer admits the allegations of Paragraph 11 of the First Amended Complaint.

13. I.E. Shaffer does not have sufficient knowledge or information to admit or deny the allegations of Paragraph 12 of the First Amended Complaint and, accordingly, denies the same.

14. I.E. Shaffer cannot truthfully admit or deny Paragraph 13 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that the last billing it received from Sheppard Pratt pertaining to Deborah Rolnik was for the time period March 1 through 17, 1987. I.E. Shaffer has no knowledge of whether Deborah Rolnik was released, where she was placed or why she left Sheppard Pratt, if in fact she did leave Sheppard Pratt.

15. I.E. Shaffer cannot truthfully admit or deny Paragraph 14 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that on or about April 27, 1987, Ms. Ettie Barsky ("Barsky") of ULL contacted I.E. Shaffer and indicated that ULL's review of Deborah Rolnik's file had been completed by an independent psychiatrist. Ms. Barsky indicated that pending claims were being denied because services rendered by Sheppard Pratt were not medically necessary and, as a result, were not covered by ULL's policy. By letter dated April 29, 1987, Barsky advised Sheppard Pratt of the results of ULL's review.

16. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 15, above, as if the same were fully set forth.

17. I.E. Shaffer denies the allegations of Paragraph 16 of the First Amended Complaint.

18. I.E. Shaffer denies the allegations of Paragraph 17 of the First Amended Complaint.

19. I.E. Shaffer denies the allegations of Paragraph 18 of the First Amended Complaint.

20. I.E. Shaffer denies the allegations of Paragraph 19 of the First Amended Complaint.

21. I.E. Shaffer denies the allegations of Paragraph 20 of the First Amended Complaint.

22. I.E. Shaffer denies the allegations of Paragraph 21 of the First Amended Complaint.

23. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 22, hereof, as if the same were fully set forth.

24. I.E. Shaffer denies the allegations of Paragraph 23 of the First Amended Complaint.

25. I.E. Shaffer denies the allegations of Paragraph 24 of the First Amended Complaint.

26. I.E. Shaffer denies the allegations of Paragraph 25 of the First Amended Complaint.

27. I.E. Shaffer denies the allegations of Paragraph 26 of the First Amended Complaint.

28. I.E. Shaffer denies the allegations of Paragraph 27 of the First Amended Complaint.

29. I.E. Shaffer denies the allegations of Paragraph 28 of the First Amended Complaint.

30. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 29, hereof, as if the same were fully set forth.

31. The plaintiffs state no claim against I.E. Shaffer pursuant to Paragraphs 30 through 32 of the First Amended Complaint. Accordingly, no response is required of I.E. Shaffer.

32. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 31, hereof, as if the same were fully set forth.

33. The allegations of Paragraph 34 of the First Amended Complaint are jurisdictional in nature and, accordingly, no response is required of I.E. Shaffer.

34. I.E. Shaffer denies the allegations of Paragraph 35 of the First Amended Complaint.

DEFENSES

35. The First Amended Complaint fails to state claims upon which relief may be granted.

36. Counts I, II and IV of the First Amended Complaint fail to state claims upon which relief may be granted.

37. The First Amended Complaint, and each and every Count thereof, is barred by the applicable statute of limitations.

38. The plaintiffs were contributorially negligent.

39. The plaintiffs assumed the risk of their alleged injuries and damages, if any.

40. Pursuant to Md. Cts. & Jud. Proc. Code Ann. §6-104(a) it would be in the interest of substantial justice that this action be heard in the Circuit Court for Baltimore County in that the action arises out of a hospitalization which occurred in Baltimore County and physical evidence in the possession, custody or control of the co-defendant, Sheppard Pratt, is located in Baltimore County.

41. The plaintiffs are not entitled to the relief sought because under the policy of insurance pertaining to the plaintiffs, Deborah Rolnik's continued in-patient hospitalization was not "medically necessary".

WHEREFORE, having fully answered the First Amended Complaint, the defendant, I.E. Shaffer & Company, requests that this Court declare as follows:

A. That the petitioner, Deborah Rolnik, was not insured under the policy of her father, Joseph Rolnik, for in-patient treatment at Sheppard & Enoch Pratt Hospital subsequent to January, 1986.

B. That the treatment received by the petitioner, Deborah Rolnik, while hospitalized at Sheppard & Enoch Pratt Hospital after January, 1986, be declared to be non-covered under the subject insurance policy.

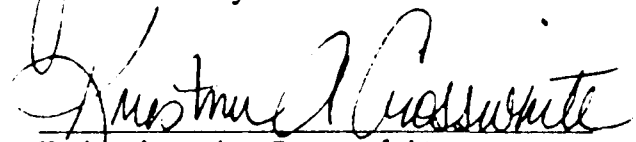
C. That the Court declare that Joseph Rolnik is not entitled to reimbursement for payments made to Sheppard & Enoch Pratt Hospital because the petitioner, Deborah Rolnik's, continued in-patient hospitalization at Sheppard & Enoch Pratt Hospital was not medically necessary.

D. That the Court declare that the petitioners, Joseph Rolnik and Deborah Rolnik, are not entitled to reimbursement by I.E. Shaffer & Company for any costs attendant to the filing and pursuing of this action including, but not limited to, legal fees.

E. That the Court award to I.E. Shaffer & Company all of its attorneys' fees and costs incurred in defending this action.

F. That this Court decree such other and further relief as it deems appropriate in the interest of fairness and justice.


James R. Eyler


Kristine A. Crosswhite
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for I.E. Shaffer &
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of April, 1988, a copy of the foregoing Answer to First Amended Complaint was mailed, first class postage prepaid, to:

Mark T. Mixter, Esquire
Smith, Sommerville & Case
100 Light Street, 6th Floor
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burke, Esquire
Semmes, Bowen & Semmes
401 Washington Avenue
P. O. Box 6705
Towson, Maryland 21285

Kenneth L. Thompson, Esquire
Lettie Moses, Esquire
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201


Kristine A. Crosswhite

FILED 28

AUG 17 1988

BA

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAFFER

Defendants

IN THE CIRCUIT COURT FOR
BALTIMORE CITY

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

ANSWERS TO INTERROGATORIES

Deborah Rolnik, one of the plaintiffs, by her attorneys, Mark T. Mixer and Smith, Somerville & Case, for answer to the interrogatories propounded to her by the defendant, I.E. Shaffer & Company, states as follows:

a. The information supplied in these answers is not based solely on the knowledge of the executing party but includes the knowledge of the party's agents, representatives and attorneys, unless privileged.

b. The word usage and sentence structure may be that of the attorney assisting in the preparation of these answers and thus does not necessarily purport to be the precise language of the executing party.

INTERROGATORY NUMBER 1: State your full name, home and business address, date of birth, marital status, social security number and any other names by which you ever have been known.

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ANSWER: Deborah Rolnik; 2712 Maryland Avenue, Baltimore, Maryland; date of birth - 5/18/64; marital status - single; social security number - 135-70-3621.

INTERROGATORY NUMBER 2: If you ever have been convicted of a crime other than a minor traffic offense since your eighteenth birthday, when you were represented by counsel or waived your right to counsel, state the name of such crime(s) and the date and the court in which conviction occurred.

ANSWER: None.

INTERROGATORY NUMBER 3: If you were gainfully employed at any profession, trade, occupation or job during the past ten (10) years, describe such employment by stating the names and addresses of all employers, the dates thereof, the duties performed, the salary or wage earned, and the reason, if any, for termination.

ANSWER: None other than intermittent volunteer work.

INTERROGATORY NUMBER 4: Name any persons not heretofore mentioned who have personal knowledge of the facts material to this occurrence and identify the knowledge that the person has in connection with the events claimed in your First Amended Complaint.

ANSWER: Zachary Rolnik, 10 President's Lane, Apartment 9, Quincy, MA; Deborah Rolnik, Ettie Barsky, 111 Massachusetts Avenue, N.W., Washington, D.C. Julie Carrabelly, 84 Bear Tavern Road, West Trenton, NJ 08628; Glenn D. Shaffer, 84 Bear Tavern

Road, West Trenton, NJ 08628; Kathryn Gallagher, 6501 N. Charles Street, Baltimore, Maryland 21285; William B. Cornell, III, 6501 N. Charles Street, Baltimore, Maryland 21285; Thomas Kiley, 111 Massachusetts Avenue, N.W., Washington, D.C.; Sue Borowski, 111 Massachusetts Avenue, N.W., Washington, D.C.; Joyce Floyd, Towson, Maryland 21204; P. Gentile, Towson, Maryland 21204. This plaintiff refuses to further answer this interrogatory as to the knowledge of all such persons as that request is overly broad, vague and requests this plaintiff to testify as to the knowledge of other individuals.

INTERROGATORY NUMBER 5: If you have signed statements or oral statements which were reduced to writing from anyone having knowledge of facts material to this case, identify each such statement by stating the name of the person who has it, the date it was given, and in whose custody it now is and attach to your answers a copy of any statement obtained from the party propounding these interrogatories or any of its agents, servants or employees.

ANSWER: This plaintiff is not in possession of any such statements as the term "statement" is utilized under the Maryland Rules.

INTERROGATORY NUMBER 6: State with particularity and in complete detail how you contend the occurrence(s) giving rise to this litigation took place including in your answer a complete description of all of your contacts with the party propounding

these interrogatories or any of its agents, servants or employees, the date of any such contacts, all contacts with the co-defendants, the date of all such contacts, and what was discussed during any and all such contacts.

ANSWER: For over 25 years, Joseph Rolnik, as a member of the Hudson County Carpenters Union, contributed monies for life and medical insurance coverage as part of the benefits program. This plaintiff was, and is, an "eligible dependent" under the terms of the applicable insurance policy issued by the defendant (a copy of which is attached hereto). See also answers 14, 15, 16, 17, 18, 19, 20 and 21 which are incorporated herein by reference.

INTERROGATORY NUMBER 7: If it is your contention that any other person or entity who is not a party to this action caused or contributed to the occurrence (s) alleged in your First Amended Complaint in any way or manner, state the identity of that person or entity and the facts upon which you base your contention.

ANSWER: No such contention is made at this time.

INTERROGATORY NUMBER 8: If you contend that you suffered or are suffering from any injury or loss as a result of the occurrences alleged in your First Amended Complaint, describe that injury or loss with particularity specifying the nature and extent of such loss or injury.

ANSWER: The "loss" is two-fold. First, there has been a discontinuity in this plaintiff's treatment as a result of the change in residential settings caused by the acts and omissions of the defendants. Secondly, these actions have precipitated emotional and financial pressure on the family. Additionally, the following financial losses are also claimed:

1. \$80,849.46 - outstanding balance due Sheppard-Pratt; and
2. To Be Determined - Attorneys' Fees; and
3. 1,150.00 - Travel and administrative cost; and
4. 6,300.00 - Halfway house expense; and
5. Punitive damages.

INTERROGATORY NUMBER 9: If any part of the loss described in your answer to interrogatory number 8 is monetary in nature, itemize the amount(s) of the loss, the person or entity to whom the same was (is) owed, if the same is wages, from whom the same were lost and the amount thereof.

ANSWER: See answer 8 above.

INTERROGATORY NUMBER 10: State the names and specialties of all experts, including, but not limited to, doctors, engineers, economists, appraisers and accountants, whom you propose to call as witnesses at the trial of this case and attach copies of any report(s) which you have received from these experts to these answers to interrogatories.

ANSWER: This plaintiff is not certain which experts she will call to testify at the trial of this case. Accordingly,

the plaintiff will supplement this answer in a seasonable fashion at a future date.

INTERROGATORY NUMBER 11: If there is a co-defendant or defendants in this action and if you contend that the occurrence or the injuries or losses claimed to have been sustained were caused or directly contributed by any act or omission on the part of any co-defendant, state the name of each so-defendant and set forth concisely, but completely, the nature of each act or omission which you contend caused or contributed to your alleged losses.

ANSWER: The plaintiff incorporates by reference her answers to interrogatories 15, 19 and 20 along with her answers to the interrogatories of Union Labor Life Insurance Company in response to this interrogatory.

INTERROGATORY NUMBER 12: State whether you, or any agent or employee of yours acting on your behalf, have entered into any settlements or releases in connection with the occurrence complained of. If your answer is in the affirmative, state the identities of all parties thereto, the date of all releases or settlements, the terms of all releases or settlements, the terms of all releases or settlements, and if you will do so without a formal request for production of documents, attach a copy of all such releases or settlements to your answers to these interrogatories.

ANSWER: None.

INTERROGATORY NUMBER 13: If you ever filed or asserted any claims for this alleged injury or any other injury prior to or subsequent to the occurrence(s) complained of in your first amended complaint give full details, including the name and address of each person, firm or corporation and their insurance companies, if any against whom (which) each claim was asserted and the name of the court, commission, board or other body, if any, in which you filed suit or claim and the date of filing.

ANSWER: None.

INTERROGATORY NUMBER 14: Describe with particularity any conversations you had with the I.E. Shaffer & Company, its agents, servants or employees, oral or written, face to face, by telephone, or otherwise, and with respect to each conversation identified, state the date of the conversation, identify all persons who were present or within hearing distance at the time of the conversation, state what was said by you and what was said by I.E. Shaffer, its agents, servants or employees and state how, if at all, you relied on any representation by I.E. Shaffer, its agent, servant or employee concerning the payment of your medical expenses under the insurance policy identified in paragraph 4 of your first amended complaint.

ANSWER: This plaintiff attempted to commit suicide in May of 1984. Thereafter, the Rolnik family began an exhaustive search of psychiatric facilities - both private psychiatric hospitals and the psychiatric wards of private general

hospitals - to place and treat Deborah. All of this was done in consultation with Julie Carrabelly of I.E. Shaffer representing Union Labor Life. It was Ms. Carrabelly who worked directly with the finance and admission departments of the various hospitals under consideration. Basically, once a hospital had accepted this plaintiff's case for admission, the admitting institution and I.E. Shaffer would discuss the financial parameters coinciding with admissions. In one instance regarding the Chestnut Lodge facility located in Rockville, Maryland, a decision was made not to accept Deborah as a patient because the limits of coverage at that time were \$100,000.00.

Once this plaintiff was accepted into Sheppard Pratt Hospital, it was agreed that as the available insurance monies approached exhaustion, Deborah would be transferred to a facility commensurate with her medical condition. Approximately six months into that hospitalization, Sheppard Pratt was notified by I.E. Shaffer that the limit was extended to \$1,000,000.00. Thereafter, Kathryn Gallagher contacted Ms. Carrabelly who confirmed the increased coverage.

Subsequently, Union Labor Life suspended payments to the hospital. At that time, Zachary Rolnik contacted Julie Carrabelly to ascertain the position of Union Labor Life regarding this plaintiff's ongoing hospitalization. Zachary Rolnik was informed that I.E. Shaffer had been instructed to refer all questions to Ms. Ettie Barsky of Union Labor Life.

Additionally, attached hereto are copies of all correspondence either directed to or received from I.E. Shaffer & Company.

INTERROGATORY NUMBER 15: Describe with particularity any conversations you had with Union Labor Life Insurance Company, its agents, servants or employees, oral or written, face to face, by telephone, or otherwise, and with respect to each conversation identified, state the date of the conversation, identify all persons who were present or within hearing distance at the time of the conversation, state what was said by you and what was said by Union Labor Life Insurance Company, its agents, servants, or employees and state how, if at all, you relied on any representation made by Union Labor Life Insurance Company, its agents, servant or employees concerning the payment of your medical expenses or the scope of coverage under the insurance policy identified in paragraph 4 of your first amended complaint.

ANSWER: Zachary Rolnik had numerous conversations with Ettie Barsky during 1986. The intention of these conversations was to learn more about the actions being taken by Union Labor Life in an attempt to get advice on how to proceed with regard to this plaintiff's treatment. Rather than assisting Zachary Rolnik in trying to both resolve the issues and thereby reduce the hospitalization by identifying alternatives, Ms. Barsky refused to answer questions. Ms. Barsky's first contention was that this plaintiff was not entitled to coverage because her illness did not manifest itself until after her nineteenth birthday which was

untrue because this plaintiff had been diagnosed in her early teens. Next, Ms. Barsky claimed that this plaintiff was being hospitalized for a drug problem which was also false. Finally, Ms. Barsky claimed that Union's decision would be based on the final review by Union's psychiatrists acting in a reviewing capacity. A final decision was not made by Union until April of 1987, nearly one year after Union stopped making payments to the hospital. Additionally, attached hereto are copies of all documentation received from or directed to Union Labor Life Insurance Company.

INTERROGATORY NUMBER 16: State the facts upon which you base your contention set forth in paragraph 19 of your complaint that defendants intended that the plaintiffs would rely on the representations and were reasonably aware that the plaintiff would act in reliance upon these representations referred to in your answers to interrogatory nos. 14 and 15.

ANSWER: All throughout this plaintiff's hospitalization, the Rolniks relied on the advice of I.E. Shaffer as that advise related to the payment of insurance monies to the hospital. There was, and is, no large sum of monies (aside from the insurance coverage) by which this plaintiff's hospitalization could have been paid for. The only alternative was a state or county psychiatric institution. Since the Rolniks believed Shaffer's misrepresentation to be true, they continued to follow the recommended course of treatment at Sheppard Pratt.

Additionally, this plaintiff hereby incorporates by reference her answers to interrogatories 14 and 15.

INTERROGATORY NUMBER 17: State with particularity all the facts on which you base your contention made in paragraphs 23 and 24 of your complaint that I.E. Shaffer, its agents, servants or employees misrepresented to the plaintiffs the scope of insurance provided by the insurance policy issued to the plaintiffs, and that I.E. Shaffer, its agents, servants or employees, knew of the falsity of their representations and intended to create a false impression of the actual scope of insurance coverage.

ANSWER: This plaintiff hereby incorporates by reference her answers to interrogatories 14, 15 and 16. Moreover, it is the contention of this plaintiff that I.E. Shaffer & Company did not understand the change in policy coverage or the requirements for coverage resulting from that change which occurred during this plaintiff's hospitalization. Accordingly, they misrepresented the amount of coverage available.

INTERROGATORY NUMBER 18: With respect to each representation identified in your answer to interrogatory no. 17, state when the representation was made, how the representation was false, why and how the representation had a capacity, tendency, or effect of misleading you and how you relied upon the misrepresentation.

ANSWER: This plaintiff learned of the increasing coverage from Kathryn Gallagher in approximately 1985. This plaintiff incorporates by reference its response to interrogatories 14, 15, 16 and 17.

INTERROGATORY NUMBER 19: Identify each and every document, letter or correspondence, in your possession or control which refers in any way to the insurance policy issued to the plaintiffs by Union Labor Life Insurance and the scope of coverage of that policy.

ANSWER: Attached hereto are copies of all such documents.

INTERROGATORY NUMBER 20: Identify each and every document upon which you rely in support of your contention that I.E. Shaffer, its agents, servants or employees, committed fraud or misrepresentation with respect to the scope of the coverage provided under the insurance policy referred to in paragraph 4 of your first amended complaint.

ANSWER: Attached hereto are all such documents.

INTERROGATORY NUMBER 21: If it is your contention that continued treatment of Deborah Rolnik was or is medically necessary, state the facts upon which you base this contention.

ANSWER: This plaintiff does contend that her continued treatment was and is medically necessary. It is the understanding of this plaintiff that the condition is permanent in nature. This plaintiff has been diagnosed as a borderline

personality disorder which is rarely cured. Rather, the underlying problems are sought to be solved which usually requires lengthy hospitalization well in excess of one year. This plaintiff was suicidal upon her initial hospitalization at Sheppard Pratt Hospital. This plaintiff had periods of improvement and periods of worsening during her hospitalization. This plaintiff was released from Sheppard Pratt Hospital on March 17, 1987 but continues to undergo individual group therapy. It is the understanding of the plaintiff that her condition could deteriorate requiring further hospitalization.

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the foregoing answers to interrogatories are true and correct to the best of my information, knowledge and belief.

Deborah Rolnik
DEBORAH ROLNIK

Mark T. Mixer
Mark T. Mixer

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street, Sixth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16 day of _____, 1988 a copy of the foregoing answers to interrogatories was mailed to Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire,

Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; James R. Eyler, Esquire, Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 and to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland 21204.

Mark T. Mixter

Mark T. Mixter

FILED

AUG 12 1988

27

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAFFER

Defendants

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

MOTION TO PLACE CASE ON CONSOLIDATED JURY TRIAL DOCKET

Mr. Clerk:

Kindly place the above-captioned case on the consolidated jury trial docket for the earliest available trial date.

Mark T. Mixer

Mark T. Mixer

Smith, Somerville & Case

Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of August, 1988 a copy of the foregoing motion to place case consolidated jury trial docket was mailed to Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; James R. Eyler, Esquire, Kristine A. Crosswhite, Esquire, Miles &

Stockbridge, 10 Light Street, Baltimore, Maryland 21202 and to
Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401
Washington Avenue, Post Office Box 6705, Towson, Maryland 21204.



Mark T. Mixter

CIRCUIT COURT FOR BALTIMORE CITY
JUDGE MARTIN B. GREENFELD
SITTING AS MOTIONS JUDGE

26

CASE NO.: 87313071/CL-73531

APPEARANCES:

CASE TITLE:

FOR PLAINTIFF(S):

JOSEPH ROLNIK, et al
v.
THE UNION LABOR LIFE
INSURANCE CO., et al

Mark T. Mixter

FOR DEFENDANT(S):

James R. Eyler
Kristine A. Crosswhite
Kenneth L. Thompson
Lettie Moses
Thomas M. Trezise

DATE OF HEARING:

DATE OF RULING: August 10, 1988

RULING BY THE COURT:

Based upon the representation of plaintiffs' attorney that he never received a copy of defendant Union Labor's motion to dismiss plaintiffs' claims for punitive damages, the ruling of 6/20/88 granting that motion is VACATED.

That motion will be scheduled for a hearing before the current motions judge.

CC: COUNSEL LISTED ABOVE

Ms. Fran Meek, Civil Assignment Office



JUDGE

FILED

AUG 3 1988

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAFFER

Defendants

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

PLAINTIFFS' RESPONSE TO I.E. SHAFFER & COMPANY'S
REQUEST FOR PRODUCTION OF DOCUMENTS

Now comes the plaintiffs by their counsel, Mark T. Mixer and Smith, Somerville & Case who file this response to the request for production of documents, and each and every paragraph thereof, filed on behalf of I.E. Shaffer & Company:

1. Copies of all such documents in plaintiffs' possession will be produced.
2. Copies of all such documents in plaintiffs' possession will be produced.
3. Copies of all such documents in plaintiffs' possession will be produced.
4. Copies of all such documents in plaintiffs' possession will be produced.
5. The plaintiffs refuse to respond to this document request on the grounds that the request is overly broad, vague and burdensome in that it is not limited or defined in any fashion so that the plaintiffs can reasonably respond thereto.

SM


5

6. The plaintiffs refuse to respond to this document request on the grounds that the request is overly broad, vague and burdensome in that it is not limited or defined in any fashion so that the plaintiffs can reasonably respond thereto. Moreover, the request necessarily directs itself to documents such as correspondence between counsel and the plaintiffs and/or other documents containing plaintiffs' counsel's thoughts and legal theories concerning the case. Such documentation is protected by the attorney/client privilege and/or the attorney work product privilege.

7. Copies of all such documents in plaintiffs' possession will be produced.

8. Copies of all such documents in plaintiffs' possession will be produced.

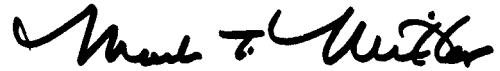

Mark T. Mixer


Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of August, 1988 a copy of the foregoing plaintiffs' response to I.E. Shaffer & Company's request for production of documents was mailed to Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire, Esquire,

Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; James R. Eyler, Esquire, Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 and to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland 21204.



Mark T. Mixter

1 1988 *rdg*

JOSEPH ROLNIK, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT,
v.	*	FOR
THE UNION LABOR LIFE	*	BALTIMORE CITY
INSURANCE COMPANY	*	
et al.	*	
Defendants	*	87313071/CL73531

* * * * *

ANSWERS TO INTERROGATORIES

The Union Labor Life Insurance Company submits the following answers to the Interrogatories propounded by Joseph Rolnik, and states:

a. The information supplied in these answers is not based solely on the knowledge of the executing party but includes the knowledge of the party's agents, representatives and attorneys, unless privileged.

b. The word usage and sentence structure may be that of the attorney assisting in the preparation of these answers and thus does not necessarily purport to be the precise language of the executing party.

INTERROGATORY NO. 1: State the full name and position with your organization of the person who is signing these Answers to Interrogatories on your behalf.

ANSWER: Laura DeLong Shannon, Esquire
 Staff Attorney with The Union Labor Life
 Insurance Company.

INTERROGATORY NO. 2: State the full name, business address, and title of each and every person who was responsible for handling or overseeing the file concerning Deborah Rolnik, d/o Joseph; d.o.s: 7/17/84-1987; patient No. 39474-2; policy No. C-2023.

rdg

ANSWER: Ms. Ettie Barsky, Special Projects; Ms. Karen Thomas, Claims Technical; Ms. Meg Guessford, Claims Technical; Vice President Richard Collins, Group Administration; Second Vice President John Peppe, Group Administration; Assistant Vice President Richard Bianchi, Group Administration; Mr. Lawrence Bresnahan, Group Administrative Support; and Mr. Joseph Ranaudo, Group Administrative Support.

INTERROGATORY NO. 3: State the name, present business address, and title of each and every person who played any role, consultive or otherwise, in the decision to deny payment for medical services received by Deborah Rolnik from The Sheppard & Enoch Pratt Hospital, Inc.

ANSWER: Please refer to the response to Interrogatory No. 2.

INTERROGATORY NO. 4: Give a concise statement of all facts upon which you intend to rely to support your position that Union Labor Life Insurance Company is not obligated to pay on behalf of Deborah Rolnik and/or Joseph Rolnik bills incurred as a consequence of treatment provided by The Sheppard & Enoch Pratt Hospital, Inc to Deborah Rolnik. Include in your answer the precise provision of the policy upon which you rely in support of all such contentions.

ANSWER: In the Major Medical Expense Provisions of Insurance Policy No. C-2023, under Maximum Payment, please refer to the policy provision which states that the major medical life maximum will be increased from \$100,000 to \$1,000,000 per person. However, if that person was confined to a hospital during the 3 months immediately proceeding the effective date of the increase of the major medical maximum,

such person shall not be eligible for the increased maximum amount until the expiration of 12 consecutive months from the date of such increase (this was effective on April 1, 1985). Answering further, Deborah Robnik had already attained the age of 20 by the time she was hospitalized making her no longer a "dependent" as defined in the Policy.

INTERROGATORY NO. 5: State the names, addresses and telephone numbers all experts whom you propose to call as witnesses, and state the subject matter upon which the expert is expected to testify; the substance of the findings and opinions to which the expert is expected to testify; a summary of the grounds for each opinion; and attach to these Answers any written reports made by any expert concerning these findings and opinions.

ANSWER: (a) Anthony M. D'Agostino, M.D., S.C., 990 Grand Canyon Parkway, Hoffman Estates, Illinois 60194-1797, (312)884-8087. Dr. D'Agostino is expected to testify about whether the treatment Debra Rolnik received while she was at Sheppard Pratt Hospital was medically necessary. His opinions will be based on the patient's condition and whether acute hospital care was likely to be beneficial to her. Dr. D'Agostino is of the opinion that long-term inpatient care was not in her best interest nor likely to result in improvement to her condition. His report is attached.

INTERROGATORY NO. 6: If you contend that the treatment provided to Deborah Rolnik by The Sheppard & Enoch Pratt Hospital, Inc. was not medically necessary, give a complete statement of all facts upon which you intend to rely to support your position.

ANSWER: Please refer to Dr. D'Agostino's report which is attached to these interrogatories.

INTERROGATORY NO. 7: If you contend that Joseph Rolnik or Deborah Rolnik breached the contract of insurance, insurance policy No. C-2023 give a concise statement of facts upon which you intend to rely to support your position. Include in your answer the precise provisions of the policy upon which you rely in support of all such contentions.

ANSWER: The Union Labor Life Insurance Company has not made such an assertion.

INTERROGATORY NO. 8: If you contend that the I. E. Shaffer & Co. was acting as your agent, servant or employee with respect to the subject matter of this litigation, give a concise statement of the facts upon which you intend to rely to support your contentions.

ANSWER: The Union Labor Life Insurance Company has not made such an assertion.

INTERROGATORY NO. 9: Do you deny the amount of coverage available to plaintiff, Deborah Rolnik was \$1,000,000.00 under the policy issued by you to Joseph Rolnik? If so, give a concise statement of facts upon which you rely in support of your contentions and identify all documents which in any way relate to those facts.

ANSWER: See the Answer to Interrogatory No. 4. Answering further, Deborah Rolnik was hospitalized during the three months prior to the effective date of the \$1,000,000 limitation. This hospitalization made her ineligible for the \$1,000,000 coverage.

INTERROGATORY NO. 10: Give a complete listing of all payments which you made on behalf of Deborah Rolnik for all

hospitalizations which were the subject of this litigation along with the dates of the payments and the entity or individual to whom the payments were made.

ANSWER:

05-09-86	325.00
07-01-85	7,946.65
07-01-85	20.00
03-13-87	43.06
05-02-86	7,712.00
05-02-86	8,560.00
05-02-86	4,050.00
05-02-86	8,515.00
07-01-85	27.28
07-01-85	7,402.30
08-01-85	78.24
08-01-85	7,529.50
06-04-86	29.64
06-04-86	37.24
06-04-86	1,625.00
07-01-85	6,853.75
07-01-85	4.32
11-01-85	3,194.14
03-02-87	39.86
11-01-85	64.64
11-01-85	5,194.86
11-01-85	1,425.00
01-24-86	600.00
01-24-86	8,000.00
12-02-85	244.00
12-02-85	680.00
11-01-85	8,070.00
06-18-86	8,438.00
08-01-85	7,916.42
10-01-85	1,875.00
07-01-86	8,339.00
07-01-86	750.00
09-01-85	54.56
09-02-85	40.00
10-01-85	1,425.00
10-01-85	8,430.69
07-01-85	7,592.05
07-01-85	7,746.40
07-02-85	44.72
07-01-85	7,192.00
04-09-86	70.00

04-09-86	70.00
04-09-86	239.54
12-10-86	48.90
04-15-87	51.74
11-12-86	36.35
03-07-86	67.72
09-26-86	44.11
02-25-86	32.00
01-08-86	69.64
08-13-86	28.16
12-02-85	750.00
12-02-85	750.00
12-02-85	100.00
12-02-85	8,399.00
02-07-86	8,099.46
02-07-86	1,350.00
02-14-85	51.68
02-07-85	14,818.20

All payments were made to The Sheppard and Enoch Pratt Hospital, Inc..

INTERROGATORY NO. 11: Identify all communications either oral or in writing by and between yourself and any of the co-defendants or the plaintiffs which in any way relate to the subject matter of this litigation. For each such communication, state the subject of the communication, the date of the communication and the identities of the individuals who participated in that communication.

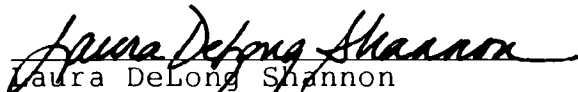
ANSWER: There have been various conversations and writings exchanged amongst our representatives, our co-defendants and the plaintiffs. The defendant refuses to further answer this interrogatory on the grounds that it is overly broad, vague and burdensome and not an appropriate inquiry to be made by way of interrogatory.

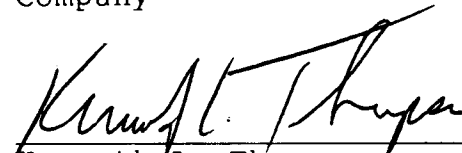
INTERROGATORY NO. 12: Identify those persons known to have given statements concerning the occurrence which have been recorded or reduced to writing, the date of each statement, and the name and address of the person who took such

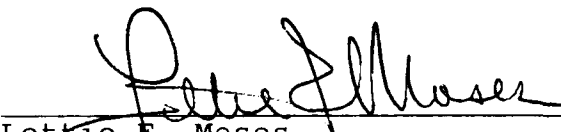
statement, and the names and addresses of all persons having custody of the original or copies thereof.

ANSWER: None.

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the foregoing answers to interrogatories are true and correct to the best of my information, knowledge and belief.


Laura DeLong Shannon
on behalf of
The Union Labor Life Insurance Company


Kenneth L. Thompson



Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorneys for The Union Labor
Life Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of ~~July~~^{August}, 1988 a copy of the foregoing answers to interrogatories by Union Labor Life Insurance Company were mailed to Mark T. Mixter, Esquire, Smith, Somerville & Case, 100 Light Street, 4th Floor, Baltimore, Maryland 21202, Thomas Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue Post Office Box 6705, Towson, Maryland 21285; and to Kristine A. Crosswhite, Esquire, Miles & Stockbridge; 10 Light Street, Baltimore, Maryland 21202.



Lettie E. Moses

FILED

JUL 25 1988

JOSEPH ROLNIK, et al

IN THE

JRM

Plaintiffs ~~BALTIMORE CITY~~ ^{CIRCUIT COURT FOR}

CIRCUIT COURT

v.

FOR

THE UNION LABOR LIFE
INSURANCE COMPANY
et al.

BALTIMORE CITY

Defendants

87313071/CL73531

* * * * *

DEFENDANT'S MEMORANDUM IN OPPOSITION
TO MOTION TO DISMISS COUNTER CLAIM

The Union Labor Life Insurance Company, by its undersigned attorneys, responds as follows to the Motion to Dismiss Counterclaim filed by the Plaintiffs, Joseph and Deborah Rolnik:

STATEMENT OF THE CASE

The Plaintiffs initiated this action by filing a Complaint for Declaratory Judgment on November 11, 1987 against The Union Labor Life Insurance Company ("Union Labor Life"), The Sheppard & Enoch Pratt Hospital ("Sheppard Pratt") and I.E. Schaffer & Company ("Schaffer"). All three defendants answered. Schaffer moved to dismiss the claims for Fraud, Negligent Misrepresentation, Breach of Contract, Compensatory

ASR

and Punitive Damages. The Motion was withdrawn after the Rolniks agreed to amend their complaint. Their First Amended Complaint was filed on April 4, 1988. Both Union Labor Life and Schaffer filed answers to the First Amended Complaint, respectively. On May 25, 1988, Union Labor Life moved to dismiss the claims for punitive damages. That Motion was granted. On June 27, 1988 Union Labor Life filed a counterclaim against the Rolniks and a crossclaim against Sheppard Pratt. The Plaintiffs have moved to dismiss the crossclaim.

STATEMENT OF THE FACTS

Joseph Rolnik was insured under a policy (the "Policy") issued by Union Labor Life. The Policy provided that a maximum of \$100,000 would be paid toward the medical expenses of any beneficiary thereof. His daughter, Deborah Rolnik, claimed to be his dependant within the meaning of the Policy and, therefore, entitled to the benefits thereunder.

Deborah Rolnik was hospitalized beginning in July, 1984 at Sheppard Pratt. If Deborah Rolnik was entitled to receive benefits under the Policy, she was not entitled to receive benefits in excess of the \$100,000 maximum. Union Labor Life paid in excess of \$100,000 for her hospitalization. Union Labor Life filed a counterclaim against the Rolniks in

order to recover the money it paid in excess of the \$100,000 limitation.

ARGUMENT

The Rolniks have moved to dismiss the counterclaim based on the assertions that (1) the claim failed to state a cause of action which is cognizable under Maryland law and (2) the claim is for recoupment and is, therefore, inappropriate for a counterclaim.

First of all, under Maryland law, Union Labor Life is entitled to recover the money it overpaid under its policy with Joseph Rolnik because monies paid under a mistake of fact may be recovered by the payor. Oxenham v. Mitchell, 160 Md. 269 (1931); Young v. Cities Service Oil Co., 33 Md. App. 315, 321 (1976).

Furthermore, the Rolniks are incorrect when they argue that Union Labor Life's counterclaim must be set forth in a responsive pleading because it is a claim arising out of the same transaction as that addressed in the original complaint, citing Eisenberg v. Air Conditioning, Inc., 225 Md. 324 (1960), Holloway v. Chrysler Credit Corp., 251 Md. 65 (1968) and E.J. Smith Construction Co. v. Burton, 262 Md. 62 (1971) as support for their contention. They are wrong because they fail to

recognize that the rule upon which those cases are based was revamped under the new Maryland Rules applicable to all actions commenced on or after July 1, 1984. The new rule, Rule 2-331, draws no distinction between claims arising out of the transaction or occurrence that is the subject matter of the opposing party's claim and those that are not. Rule 2-331(a) states:

A party may assert as a counterclaim any claim that party has against any opposing party, whether or not arising out of the transaction or occurrence that is the subject matter of the opposing party's claim.

Union Labor Life's counterclaim would still be appropriate even if we were operating under the rule set forth in the cases cited by the Plaintiffs. Those cases state that a party's claim arising out of the same transaction or occurrence as its opponent's claim may be, but need not be pleaded as a counterclaim. Whereas, a claim arising out of an independent transaction must be pleaded as a counterclaim. Since Union Labor Life's claim does arise out of the same transaction or occurrence, a counterclaim would have been permissible, although not required, under the prior law cited by the Plaintiffs.

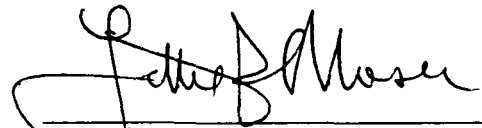
CONCLUSION

Maryland Rule 2-331(a) permits all claims by a party to be set forth in a counterclaim whether or not they

arise out of the same transaction or occurrence.

WHEREFORE, The Union Labor Life Insurance Company respectfully requests that the Plaintiffs' Motion to Dismiss Counterclaim be denied.


Kenneth L. Thompson

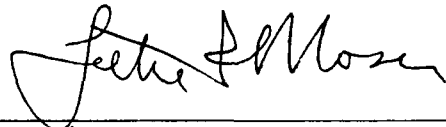

Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorneys for The Union Labor
Life Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of July, 1988 a copy of the foregoing Memorandum in Opposition to Motion to Dismiss Counterclaim was mailed to Mark T. Mixter, Esquire, Smith, Somerville & Case, 100 Light Street, 4th Floor, Baltimore, Maryland 21202, Thomas Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue Post Office Box 6705, Towson, Maryland 21285; and to Kristine A. Crosswhite, Esquire, Miles & Stockbridge; 10 Light Street, Baltimore, Maryland 21202.



Lettie E. Moses

FILED

JUL 19 1988

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK, et al
Plaintiffs

v.

THE UNION LABOR LIFE
INSURANCE COMPANY
et al.

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
*
* 87313071/CL73531

* * * * *

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

The Union Labor Life Insurance Company, by its undersigned attorneys, responds to the Request for Production of Documents from Joseph Rolnik and states:

REQUEST NO. 1: Your complete file concerning Deborah Rolink, d/o Joseph; d.o.s.: 7/17/84 - 1987; patient no. 39474-2; policy no. C-2023.

RESPONSE: The Union Labor Life Insurance objects to this request in that it is overly broad and fails to specifically request relevant documents. Responding further, the Union Labor Life Insurance Company has provided those documents which it deems to be relevant and non-privileged.

REQUEST NO. 2: Any and all correspondence received from or directed to the defendant, the Sheppard and Enoch Pratt Hospital, Inc.

RESPONSE: See attached.

REQUEST NO. 3: Any and all correspondence directed to or received from the defendant, I.E. Shaffer & Co., concerning insurance policy issued to Joseph Rolnik and providing insurance benefits to Deborah Rolnik for treatment provided by The Sheppard and Enoch Pratt Hospital, Inc.

RESPONSE: See attached.

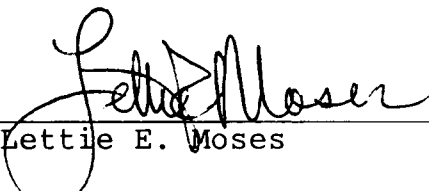
REQUEST NO. 4: Any and all correspondence directed to or received from the plaintiff, Joseph Rolnik, concerning an insurance policy issued to Deborah Rolnik and providing insurance benefits to Deborah Rolnik for treatment provided by The Sheppard and Enoch Pratt Hospital, Inc.

RESPONSE: See attached.

REQUEST NO. 6: Any and all reports prepared by any expert whom you intend to call as a witness at the trial of this case.

RESPONSE: See attached.


Kenneth L. Thompson


Lettie E. Moses
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorney for The Union Labor
Life Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of July, 1988 a copy of the Response to Request for Production of Documents was mailed to Mark T. Mixter, Esquire, Smith, Somerville & Case, 100 Light Street, 4th Floor, Baltimore, Maryland 21202, Thomas Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue Post Office Box 6705, Towson, Maryland 21285; and to Kristine A. Crosswhite, Esquire, Miles & Stockbridge; 10 Light Street, Baltimore, Maryland 21202.


Lettie E. Moses

FILED

JUL 6 1988 21

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

PLAINTIFFS' MOTION TO DISMISS COUNTER CLAIM
AND SUPPORTING MEMORANDUM

Now comes the plaintiffs by their undersigned counsel who move, in accordance with Rule 2-322, to dismiss the counter claim filed on behalf of Union Labor Life Insurance Company for failure to state a claim upon which relief can be granted. In support of their motion, the plaintiffs assert the following:

1. Union Labor Life Insurance Company's ("Union's") counter claim is apparently based on an alleged breach of the subject insurance contract by the plaintiffs. However, Union has failed to set forth the elements of a contract in its counter claim much less facts amounting to a material breach of that contract. In short, Union has failed to state a cause of action which is cognizable under Maryland law as required by the Maryland Rules. Rule 2-305.

2. Union, in its counter claim, seeks the recoupment of monies it allegedly paid on behalf of the plaintiffs to Sheppard Pratt Hospital. Recoupment is not the proper subject

h

matter of a counter claim. Rather, setoff can be properly asserted in a counter claim. Eisenberg v. Air Conditioning, Inc., 225 Md. 324 (1960). The distinction between recoupment and setoff is that setoff grows out of an independent transaction thus requiring a counter claim. However, a claim arising out of the same transaction (recoupment) cannot be raised by counter claim. Rather, recoupment can be proven under the defendant's answer to the complaint. Eisenberg at 337; Holloway v. Chrysler Credit Corp., 251 Md. 65 (1968); E.J. Smith Construction Co. v. Burton, 262 Md. 62 (1971). Accordingly, whether Union's counter claim is viewed as a contract action or a claim for recoupment, in either case its fails to state a claim upon which relief can be granted.

WHEREFORE, it is respectfully prayed that the foregoing motion to dismiss be granted and that the counter claim of Union Labor Life Insurance Company be dismissed with prejudice.

Mark T. Mixer
Mark T. Mixer

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

REQUEST FOR HEARING

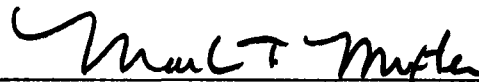
It is respectfully request that a hearing be conducted on the plaintiffs' motion to dismiss counter claim at the earliest available date.



Mark T. Mixer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 1988 a copy of the foregoing motion to dismiss counter claim was mailed to James R. Eyler, Esquire, and Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202; Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; and to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland 21204.



Mark T. Mixer

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

*

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ORDER

It is hereby ORDERED this _____ day of _____,
1988 that the plaintiffs' motion to dismiss Union Labor Life
Insurance Company's counter claim is hereby GRANTED and that
Union Labor Life Insurance Company's counter claim is dismissed
with prejudice.

J U D G E

FILED

JUL 6 1988

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

IN THE.

CIRCUIT COURT FOR
BALTIMORE CITY

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

MOTION TO RECONSIDER AND MEMORANDUM IN SUPPORT THEREOF

Now comes Joseph Rolnik and Deborah Rolnik, plaintiffs, by Mark T. Mixter and Smith, Somerville & Case who move, pursuant to Rule 2-311, for this Court to reconsider its ruling of June 20, 1988 granting the defendant, Union Labor Life Insurance Company's motion to dismiss. In support thereof, the plaintiffs assert the following:

1. On November 8, 1987 the plaintiffs filed their original complaint. Service was effectuated on the defendant, Union Labor Life Insurance Company on November 14, 1987. After several extensions were granted by plaintiffs' counsel to the defendant to answer plaintiffs' complaint, Union Labor Life Insurance Company answered the complaint on or about January 14, 1988.

2. Thereafter, on April 5, 1988 the plaintiffs filed their first amended complaint. Apparently, thereafter, Union filed its motion to dismiss, supporting memorandum and answer on

May 27, 1988. Plaintiffs' counsel did not receive copies of any of those pleadings until June 27, 1988. In the interim, on June 20, 1988, the Honorable Martin B. Greenfeld granted Union's motion to dismiss. That motion sought a dismissal of the claims for punitive damages asserted in Counts I and II of the plaintiffs' amended complaint. Thereafter, on June 22, 1988 Rolniks' counsel forwarded a letter and a proposed order to Judge Greenfeld. (A copy of that letter is attached hereto as exhibit "A".) In response, Judge Greenfeld forwarded plaintiffs' counsel his letter of June 27, 1988. (A copy of that letter is attached hereto as exhibit "B".) As is evidenced by those exhibits, plaintiffs' counsel was totally unaware that Union had filed a motion to dismiss until Judge Greenfeld's letter of June 27, 1988. Thereafter, the Rolniks' counsel contacted Union's counsel and confirmed that the motion had been filed. On June 28, 1988 a copy of the motion was hand carried to the Rolniks' counsel. Upon further inquiry of Union's counsel the next day, (June 29, 1988) plaintiffs' counsel learned of Union's memorandum of law and answer and promptly obtained copies of those pleadings.

3. Plaintiffs contend that since their counsel never received a copy of Union's motion to dismiss prior to Judge Greenfeld's ruling on that motion, that they are entitled to a fair hearing on the merits of that motion as well as an opportunity to respond in writing. Thus, plaintiffs respectfully request that this court reconsider its ruling of June 20, 1988.

For the reasons set forth below, the plaintiffs further request that this court's ruling be reversed and that Union's motion to dismiss be denied.

4. Counts I and II of the plaintiffs' first amended complaint are based on theories of misrepresentation and fraud respectively. Plaintiffs seek not only compensatory damages under those theories but also punitive damages. Union contends that both of those theories of recovery constitute torts arising out of a contract for which the Rolniks must prove actual malice in order to recover punitive damages. The Rolniks disagree.

This case involves numerous misrepresentations on the part of Union which were either fraudulent in nature or which constituted a negligent misrepresentation. Certain of those representations arise apart and away from the insurance policy (the contract) issued by the defendants. For example, Union, during the course of Deborah Rolnik's hospitalization, represented to the Rolniks that the policy limits applicable to Debbie Rolnik's hospitalization had changed from \$100,000.00 to \$1,000,000.00. Based on that representation, Deborah Rolnik continued her hospitalization at Sheppard Pratt Hospital despite the fact that her bills exceeded \$100,000.00. Union now denies that the applicable policy limit was \$1,000,000.00. (See Union's counter claim, para. 3). In short, Ms. Rolnik was induced to rely upon the purported terms of a contract which the defendant now denies ever existed. Thus, the torts asserted in counts I

and II stand on their own merit and do not arise out of the subject policy of insurance. Wedeman v. City Chevrolet Co., 278 Md. 524 (1976); New Summit Asso. Ltd. Partnership v. Nistle, 73 Md. App. 351 (1987).

In cases based on theories of negligence and/or fraud, punitive damages may be recovered without proof of actual malice provided it is proven that the conduct of the defendant was extraordinary or outrageous so as to amount to the legal equivalent of actual malice. Such conduct has also been characterized as a wanton, reckless disregard for the rights of others. Medina v. Meilhammer, 62 Md. App. 239 (1985); National Micrographic Systems, Inc. v. OCE-Industries, Inc., 55 Md. App. 526 (1983). As set forth in Union's motion to dismiss and supporting memorandum, the Rolniks have adequately clearly asserted a claim for punitive damages based on implied malice (See para. 27 of the Rolniks' first amended complaint). Since the Rolniks' theories of recovery are torts which do not arise out of a contract, their claims for punitive damages must stand.

WHEREFORE, it is respectfully requested that this Court reconsider its ruling of June 20, 1988 granting the defendant, Union Labor Life Insurance Company's motion to dismiss and that this court deny that motion in its entirety.



Mark T. Mixter

Smith, Somerville & Case

Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

REQUEST FOR HEARING

It is respectfully request that a hearing be conducted on the plaintiffs' motion to reconsider and memorandum in support thereof at the earliest available date.

Mark T. Mixter

Mark T. Mixter

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 1988 a copy of the foregoing motion to reconsider was mailed to James R. Eyler, Esquire, and Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202; Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; and to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland 21204.

Mark T. Mixter

Mark T. Mixter

Exhibit "A"

June 22, 1968

The Honorable Martin B. Greenfield
Judge of the Circuit Court
Clarence M. Mitchell, Jr. Courthouse
100 N. Calvert Street
Baltimore, Maryland 21202

RE: Rolnik, et al. v Union Labor, et al.
Case No.: 378100-71/CL 78101

Dear Judge Greenfield:

I am in receipt of your ruling of June 20, 1968. I was somewhat surprised by the ruling. Your ruling granted Union Labor Life Insurance Company's motion to dismiss plaintiffs' claim for punitive damages in counts 1 and 2. Union Labor Life never filed a motion to dismiss. Rather, I.E. Shaffer & Company filed a motion to dismiss. That motion to dismiss was rendered moot by virtue of the plaintiffs' amended complaint and I.E. Shaffer & Company's answer thereto. In fact, the amended complaint was filed at the request of counsel for I.E. Shaffer. In return, counsel for I.E. Shaffer agreed to withdraw its motion to dismiss and answered the amended complaint. All of that has been done. Enclosed is a copy of my letter of February 15, 1968 to George Riggin of the assignment office. I have also enclosed a copy of attorney Crosswhite's letter of February 15, 1968. Please note that those letters confirm the agreement reached by and between the undersigned and counsel to I.E. Shaffer.

I have enclosed a proposed order which I believe resolves the inconsistency between the docket and your ruling of June 20, 1968. If you would kindly execute the enclosed order

The Honorable Martin B. Greenfield
Judge of the Circuit Court
Clarence M. Mitchell, Jr. Courthouse
Page 2
June 22, 1988

and circulate copies to all counsel it would be appreciated.
Thank you for your time and cooperation.

Very truly yours,

Mark T. Mixer

MTM/sil
Enclosures

cc: Kristine A. Crosswhite, Esquire
Kenneth L. Thompson, Esquire
Thomas M. Trezise, Esquire
Clerk, Circuit Court for Baltimore City
Case No.: 873130-71/CL 73531

Exhibit "B"

Circuit Court
for
Baltimore City

111 NORTH CALVERT STREET
BALTIMORE, MARYLAND 21202

MARTIN B. GREENFELD
JUDGE

396-4918
City Deal TTY 396-4930

June 27, 1988

Mark T. Mixter, Esq.
Smith, Somerville & Case
100 Light Street
Baltimore, Maryland 21202-1084

Re: Rolnik, et al v. Union Labor, et al
Case No. 87313071/CL-73531

Dear Mr. Mixter:

I was surprised to receive your 6/22/88 letter stating you were surprised by my ruling of 6/20/88, which granted the defendant Union Labor Life's motion to dismiss. Your surprise is based on your impression that Union Labor Life "never filed a motion to dismiss." You will be surprised to learn that Union Labor Life did file a motion to dismiss on 5/27/88, and it now lies in the court file. If you did not receive a copy of that motion, you may want to discuss that with Union's counsel and take appropriate action.

Very truly yours,

Martin B. Greenfeld
Martin B. Greenfeld

MBG:dwn

cc: Kenneth L. Thompson, Esq.
Kristine A. Crosswhite, Esq.
Thomas M. Trezise, Esq.
Court file

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

ORDER

It is hereby ORDERED this _____ day of _____,
1988 that this Court has reconsidered its ruling of June 20, 1988
granting the defendant, Union Labor Life Insurance Company's
motion to dismiss and hereby rescinds that order and denies that
motion.

J U D G E

20
189.

~~FILED~~

~~JUN 30 1988~~

~~CIRCUIT COURT FOR
BALTIMORE CITY~~

FILED

JUL 5 1988

IN THE CIRCUIT COURT FOR
BALTIMORE CITY

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

* * * * *

ANSWERS TO INTERROGATORIES

Joseph Rolnik, one of the plaintiffs, by his attorneys,
Mark T. Mixter and Smith, Somerville & Case, for answer to the
interrogatories propounded to him by the defendant, Union Labor
Life Insurance Company, states as follows:

a. The information supplied in these answers is not
based solely on the knowledge of the executing party but includes
the knowledge of the party's agents, representatives and
attorneys, unless privileged.

b. The word usage and sentence structure may be that
of the attorney assisting in the preparation of these answers and
thus does not necessarily purport to be the precise language of
the executing party.

1. INTERROGATORY: State the following with respect to
yourself; nickname and/or other aliases, if any, date and place
of birth, present home address, present business address,

occupation, height and weight, social security number, all business and residence addresses from ten years preceding the commencement of this litigation until the present time, present marital status and, if presently married, the date and place of marriage, the full name of your spouse prior to your marriage, and the identity and the date and place of birth of each of your children.

ANSWER: Joseph Rolnik; date of birth - 01/15/15; place of birth - Russia; address - 15919 Forsythia Circle, Delray Beach, Florida 33445; occupation - retired carpenter; height and weight - 5'6"; 175 lbs.; previous residence, 20 Sunset Avenue, Bayonne, New Jersey 07002; previous business address, A. Kerzner, Inc., Summit Avenue, Jersey City, New Jersey; marital status - single; date and place of marriage - not applicable; spouse' name prior to marriage - not applicable ; date and place of birth of each child - Zachary Rolnik - October 2, 1961, Bayonne New Jersey, Deborah Rolnik, May 18, 1964, Jersey City, New Jersey.

2. INTERROGATORY: Identify each person who has given you a signed or recorded statement relating to the subject matter of this litigation made by and alleged agent or representative of this defendant, state the substance of each such statement, state the place where and the date when each such statement was made, identify the person who made each such statement, identify all persons who were present who made each such statement, identify

all persons who were present at the making of such statements, state whether each such statement was oral or written and, if written, identify the documents containing it and the custodians thereof.

ANSWER: Plaintiff's counsel are in possession of numerous letters and documents from Sheppard Pratt, Hospital, Union Labor Life Insurance Company and I.E. Shaffer but no "statements" as that term is utilized in the Maryland Rules.

3. There is no interrogatory number 3 propounded.

4. INTERROGATORY: State each and every fact upon which you base your allegation that you are entitled to coverage as an insured under a policy with Union Labor Life as alleged in the complaint, identify all persons with personal knowledge of such facts and identify all persons with personal knowledge of such facts and identify all documents that relate or refer to such facts.

ANSWER: For over 25 years, Joseph Rolnik, as a member of the Hudson County Carpenters Union, contributed monies for life and medical insurance coverage as part of his benefits program. Deborah Rolnik was an "eligible dependent" under the terms of the applicable insurance policy issued by the defendant as set forth on page 4 of that policy (a copy of which is attached hereto). Joseph Rolnik, Zachary Rolnik, Deborah Rolnik, Ettie Barsky, 111 Massachusetts Avenue, N.W., Washington, D.C. 20001, Thomas Kiley, 111 Massachusetts Avenue, N.W., Washington,

D.C. 20001, Sue Borowski, 111 Massachusetts Avenue, N.W.,
Washington, D.C. 20001, Joyce Floyd, Towson, Maryland 21204;
William B. Cornell, III, Towson, Maryland 21204; Kathryn
Gallagher and Julie Carabelli, 84 Bear Tavern Road, West Trenton,
NJ 08628; Glenn D. Shaffer, 84 Bear Tavern Road, West Trenton, NJ
08628; P. Gentile, Towson, Maryland 21204.

5. INTERROGATORY: Provide the details of any or all
conversations you had with any alleged agent or representative of
Union Labor Life regarding the subject matter of this lawsuit,
including the names of all persons present, during the
conversation, the locations of each participant in each such
conversation, the nature and substance of all that was said by
the alleged agent of Union Labor Life and the nature and sub-
stance of all that was said by any participant in the con-
versation.

ANSWER: Zachary Rolnik had numerous conversations
with representatives of the defendant including, but not limited
to, Ettie Barsky, Julie Carrabelli and employees of I.E. Shaffer
who were acting on behalf of Union Labor Life Insurance Company.
The plaintiff refuses to further answer this interrogatory on the
grounds that it is overly broad, vague and burdensome and not an
appropriate inquiry to be made by way of interrogatory.

6. INTERROGATORY: Identify all documents which
relate to, refer to or contain any communication between you and
any alleged agent or representative of Union Labor Life.

ANSWER: All such documents are attached hereto.

7. INTERROGATORY: State the nature and itemize separately the value of each liquidated loss or expense for which you claim compensation in this action, identify all persons with personal knowledge of each such loss or expense and identify all documents that relate or refer to each such loss or expense.

ANSWER: Liquidated loss or expenses

\$ 80,849.46 - Outstanding balance to Sheppard-Pratt
To Be Determined - Attorneys' fees
1,150.00 - Travel and administrative cost
6,300.00 - Halfway house expense

8. INTERROGATORY: If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each such loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all documents that relate or refer to or substantiate each such loss or damage.

ANSWER: Non-liquidated losses or damages

Approximately \$710,000.00 - Remaining coverage and liability for Debbie's insurance (satisfies \$1,000,000.00 coverage)
\$1,000,000.00 - Other damage

9. INTERROGATORY: If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each non-liquidated loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all documents that relate or refer to or substantiate each such loss or damage.

ANSWER: See answer 8 above.

10. INTERROGATORY: If you have ever been arrested, charged, indicated or convicted of any criminal offense under the laws of the United States or any state therein, describe in detail the nature of the charge, the ultimate disposition of the case, and, if you were found or pled guilty, the sentence imposed.

ANSWER: Not applicable.

11. INTERROGATORY: Identify all experts whom you propose to call as witnesses at the trial of this case and state the subject matter on which each such expert is expected to testify, all facts and opinions to which each such expert is expected to testify, and give a summary of the basis or grounds for each such opinion. Attach to your answers to these interrogatories copies of all reports, resumes, and statements received from each such expert.

ANSWER: The plaintiff has not decided at this time whether he intends to call an expert witness at the trial of this matter. Once that decision is made, the plaintiff will timely amend this answer.

12. INTERROGATORY: Identify all other persons not heretofore mentioned who have personal knowledge of any facts which are material to this action.


ANSWER: None other than those persons previously

identified or whose names are identified in the various documents attached to these answers to interrogatories.

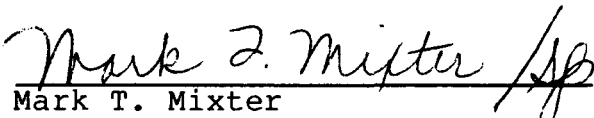
13. INTERROGATORY: Identify each document not heretofore mentioned containing facts which are material to this action.

ANSWER: None known of at this time.

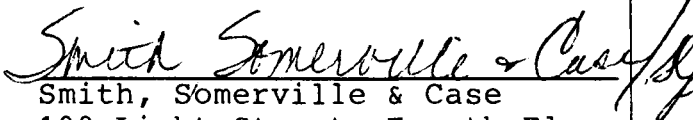
I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the foregoing answers to interrogatories are true and correct to the best of my information, knowledge and belief.



JOSEPH ROLNIK



Mark T. Mixter



Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of July, 1988 a copy of the foregoing answers to interrogatories were mailed to Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; James R. Eyler, Esquire, Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 and to Thomas M. Trezise,

Esquire, and Gary M. Burke, Esquire, Semmes, Bowen & Semmes, 401
Washington Avenue, Post Office Box 6705, Towson, Maryland 21285.

Mark T. Mixter

IES

I. E. SHAFFER & C O.

840 BEAR TAVERN ROAD • CN 01028 • WEST TRENTON, N.J. 08628-0230
(609) 883-6688 • (800) 792-3666 (N.J. Only)

07/28/87

Mr. Joseph Rolnick
15919 Forsythia Circle
Del Ray Beach, FL 33445

Re: Hudson County Carpenters Welfare Fund

Dear Mr. Rolnick:

This letter is in follow-up to our telephone conversation concerning charges submitted by Sheppard and Enoch Pratt Hospital and Sheppard Pratt Physician's P.A. relative to treatment rendered your daughter, Deborah. As you are certainly aware, Deborah was confined at Sheppard Pratt for a period of almost three years beginning July 17, 1984. Because of the unusual nature of this claim and the duration of treatment, it was referred by us to the home office of the Union Labor Life Insurance Co. for review. The result of this review is that Union Labor Life has declined to make any further payment with respect to these charges. In addition, Union Labor Life has advised me that you should make no payments relative to these services. Any claim for payment by the hospital or the physician group should be directed by you to Union Labor Life Insurance Co.

In conducting their review, Union Labor Life referred all of the records concerning Deborah's care and treatment to an independent psychiatrist. The physician's review was based on medical necessity which involves two basic concepts:

1. That the patient's condition is such that a hospital level of care is required.
2. That the intervention of acute hospital care is likely to benefit the patient from the type of care given.

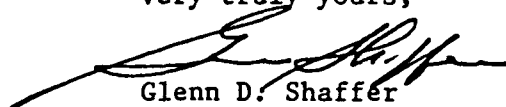
It is the opinion of the reviewing physician and Union Labor Life that neither of these conditions were satisfied with respect to the charges denied. At the time of her admission, Deborah's physician estimated her length of stay to be six months and her actual confinement went well beyond with little positive results.

A detailed explanation of their position was forwarded to Sheppard Pratt Hospital by Union Labor Life on April 29, 1987. A second letter dated June 4, 1987 was also forwarded to the hospital by Union Labor Life requesting that they forward any comments concerning the review within 30 days. No response has been received to date from the

Mr. Joseph Rolnick
07/28/87
Page 2

hospital concerning the findings of the review. Again, any attempt by either the hospital or the physician group to bill you directly should immediately be referred to Ms. Ettie Barsky, Cost Analyst, The Union Labor Life Insurance Co., 111 Massachusetts Ave. N.W., Washington, D.C. 20001.

Very truly yours,



Glenn D. Shaffer
I. E. Shaffer & Co.

GDS:

cc: Ettie Barsky

39,474 B-1

The

UNION LABOR LIFE INSURANCE COMPANY

111 MASSACHUSETTS AVENUE, N.W., WASHINGTON, D.C. 20001

ORGANIZED 1927

202/682-0900

August 5, 1986

RECEIVED

AUG 8 1986

Medical Records Department
Sheppard Pratt Inpatient
6501 N. Charles Street
Baltimore, Maryland 21285-6815

Re: Debra Rolnick
Patient No.: 39474-2
D.O.S.: 7/17/84-Still in
Policy No.: C-2023

QUALITY ASSURANCE OFFICE

Dear Sir:

We are presently reviewing the expenses incurred by the above referenced individual. To date we have the Physician's Progress Notes from 2/1/86-3/17/86 inclusive. Please send the Physician's Progress Notes from 7/17/84-1/31/86 and 3/18/86 to present.

To complete our review we will also require additional data. Please secure the following:

- | | |
|--|--------------------------|
| Admission Report | Social History |
| Nurses Progress Notes | Psychological Evaluation |
| Occupational/Recreational
Therapy Reports | Physician's Orders |
| Medication Reports | Laboratory Reports |
| | Complete Charts |

An early response would be greatly appreciated.

Very truly yours,

Sue Borowski

Sue Borowski
Cost Analyst

cc: ~~Inpatient Billing Department~~

David Wiater- *J.E. Shaffer*

RECEIVED
AUG 6 1986
PATIENT
ACCOUNTING



IES

I. E. S H A F F E R & C O.

840 BEAR TAVERN ROAD • CN 01028 • WEST TRENTON, N.J. 08628-0230
(609) 883-6688 • (800) 792-3666 (N.J. Only)

07/28/87

Mr. Joseph Rolnick
15919 Forsythia Circle
Del Ray Beach, FL 33445

Re: Hudson County Carpenters Welfare Fund

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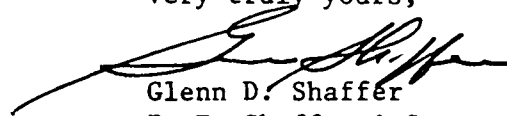
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Mr. Joseph Rolnick
07/28/87
Page 2

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Very truly yours,



Glenn D. Shaffer
I. E. Shaffer & Co.

GDS:

cc: Ettie Barsky

HUDSON COUNTY CARPENTERS
WELFARE FUND

BENEFITS PROVIDED BY
THE UNION LABOR LIFE INSURANCE
COMPANY

GROUP POLICY #C-2023 AND G-875

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SCHEDULE OF BENEFITS

BENEFITS FOR ACTIVE EMPLOYEES ONLY:

Life Insurance	\$	5,000.00
Accidental Death and Dismemberment (Effective 4-1-85) Principal Sum	\$	5,000.00
Loss of Time Benefit Weekly Indemnity	\$	100.00
Waiting Period for Disability: Due to Accident		None
Due to Sickness		7 Days
Maximum Period of Benefits		13 Weeks

BENEFITS FOR ACTIVE EMPLOYEES, RETIREES, AND THEIR ELIGIBLE DEPENDENTS:

Surgical Expense Benefit Maximum Surgical Expense Benefit	\$	800.00*
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* The maximum payment per procedure is shown in the Schedule of Operations.

Second Surgical Opinion Expense Benefit Maximum Payment (per consultation)	\$	100.00
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Alcoholism Treatment Expense Benefit Inpatient	Same As Any Other Disability.
Outpatient	Reasonable and Customary Charges.

The maximum payment for one outpatient care visit shall not exceed the maximum amount payable for one day of inpatient care.

Major Medical Expense Benefit Deductible Amount (per Benefit Period)	\$	100.00
(maximum - 3 deductibles per family) Benefit Payable (after Deductible): First \$2,000.00 of Covered Charges		80%**
Balance of Covered Charges for remainder of that benefit period		100%
Maximum Lifetime Benefit	\$	\$1,000,000.00

** The Benefit Payable for the Outpatient Treatment of Mental and Nervous Disorders is 50% after the Deductible.

Vision Expense Benefit Maximum Payment	As Per Schedule of Vision Allowances
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Hearing Care Expense Benefit Deductible Amount (per Benefit Period)	\$	50.00
Benefit Payable (after Deductible)		80%
Maximum Payment (Lifetime)	\$	400.00

SCHEDULE OF BENEFITS

(Continued)

BENEFITS FOR ACTIVE EMPLOYEES AND THEIR DEPENDENTS ONLY:

Dental Expense Benefit Deductible (combined with Major Medical)	\$	100.00
Coinsurance Percentage (after Deductible): Routine Oral Examination (Oral Examinations, X- rays, Prophylaxis and Fluoride Treatments)		100%
Basic Services (Restorations except crowns, minor periodontics and simple extractions)		80%
Major Services (Prosthodontics, Endodontics, Major Periodontics and Oral Surgery)		50%
Orthodontics		50%
Maximum Amounts: Per Benefit Period	\$	1,000.00
For Orthodontics (Lifetime)	\$	1,000.00

THIS PLAN DOES NOT PROVIDE PREGNANCY BENEFITS FOR DEPENDENT CHILDREN. IT DOES PROVIDE BENEFITS FOR A DEPENDENT CHILD'S COMPLICATIONS OF PREGNANCY.

ELIGIBILITY RULES

PERSONS ELIGIBLE

All active and retired employees will become eligible for insurance in accordance with the Rules of Eligibility adopted and amended from time to time by the Board of Trustees of the Welfare Fund. A description of these rules is contained in the Summary Plan Description.

TERMINATION OF YOUR COVERAGE

Your coverage under this Plan will terminate on the earliest of the following:

- a. the date the Plan terminates;
- b. the date you are no longer a member of an eligible class;
- c. the date a change is made in the Plan to terminate insurance for your class;
- d. the date premium payments on your behalf cease; or
- e. the date you fail to meet the requirements for continued eligibility as noted in the Summary Plan Description.

YOUR ELIGIBLE DEPENDENTS

Your eligible Dependents are your lawful spouse, and each unmarried child under the age of 19. If your unmarried child is dependent upon you for support and maintenance and is attending an accredited school or college as a full-time student, he will continue to be eligible until the date he is no longer a full-time student or the date he attains age 25, whichever is earlier.

An unmarried child whose insurance would otherwise terminate solely due to reaching the limiting age will continue to be eligible IF:

- a. the child cannot work due to mental retardation or physical handicap;
- b. the child became so incapable before reaching the limiting age;
- c. written evidence of such incapacity is sent to the Company with respect to any such child by the later of 31 days after he attains the limiting age or 31 days after you have received notification of his eligibility; and
- d. proof that he is so incapable is sent to the Company from time to time at its request.

"Child" includes stepchild, adopted child and foster child, but only if such child is dependent upon you for support and maintenance.

If a Dependent is also eligible for benefits as an employee under this Plan, he will not be considered an eligible Dependent.

EFFECTIVE DATE OF DEPENDENTS' COVERAGE

Normally, coverage for your Dependents starts on the date your coverage starts or on the date you acquire an eligible Dependent.

ELIGIBILITY RULES

(Continued)

However, if your Dependent is in the Hospital on the date his coverage would normally start, coverage under this Plan will not start until the day after he has been finally discharged from the Hospital.

Exception: If a newborn Dependent child incurs charges for services because of disease, injury, congenital abnormality or hereditary complications, coverage will begin from birth. Routine, normal nursery charges, however, are not covered.

TERMINATION OF YOUR DEPENDENTS' INSURANCE

Your Dependents' insurance will terminate on the earliest of the following:

- a. the date your insurance terminates;
- b. the date a change in the Plan terminates Dependents' Insurance; or
- c. the date a Dependent is no longer an Eligible Dependent as defined.

DEFINITIONS

These are some of the terms used in your booklet. Some other terms are described where they are used. PLEASE READ THEM CAREFULLY. It can help you to better understand what your benefits are.

1. **"Company"** means The Union Labor Life Insurance Company.
2. **"Complications of Pregnancy"** means:
 - (a) conditions that require Hospital confinements (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy; or
 - (b) nonelective Caesarean section; ectopic pregnancy which is terminated; and spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.
3. **"Covered Charges"** means the Reasonable and Customary charges which are incurred for the medically necessary treatment of conditions that are covered under this Plan.
4. The term **"Hospital"** means an institution which:
 - A. is primarily engaged in providing, by or under the supervision of Physicians, inpatient diagnostic and therapeutic services for medical diagnosis, treatment and care of injured, disabled or sick persons, or rehabilitation of injured, disabled or sick persons; and
 - B. maintains clinical records on all patients; and
 - C. has bylaws in effect with respect to its staff of Physicians; and
 - D. has a requirement that every patient be under the care of a Physician; and
 - E. provides 24-hour nursing service rendered or supervised by a registered professional nurse; and
 - F. has in effect a hospital utilization review plan; and
 - G. is licensed pursuant to any state or agency of the state responsible for licensing Hospitals; and
 - H. has accreditation under one of the programs of the Joint Commission on Accreditation of Hospitals.

"Hospital" does not mean any institution, or part thereof, which is used principally as a rest facility, nursing facility, convalescent facility or facility for the aged or for the care and treatment of drug addicts or alcoholics, except as mandated by State Law. It does NOT mean any institution that makes a charge that you or your Dependents are not required to pay.
5. **"Illness"** means a bodily sickness, disorder or disease of the insured.
6. **"Injury"** means all damage to your or your eligible Dependent's body which is caused by an accident.

DEFINITIONS (Continued)

7. **"Physician"** means a duly licensed doctor of medicine authorized to perform medical or surgical service within the lawful scope of his practice, and shall also include any other health care provider or allied practitioner as mandated by State Law.
8. **"Reasonable and Customary"** means the usual charge made by a person, a group or an entity which renders or furnishes the services, treatment or supplies that are covered under this Plan. In no event does it mean a charge in excess of the general level of charges made by others who render or furnish such services, treatments or supplies to persons: (a) who reside in the same area; and (b) whose illness is comparable in nature and severity. The term "area" means a county or such greater area that is necessary to obtain a representative cross section of the usual charges made.
9. The term **"Totally Disabled,"** when used in reference to the Health coverage, means, with respect to you, that you, due solely to Injury or Illness, are prevented from engaging in your regular or customary occupation or employment. With respect to an insured Dependent, this means that he, due solely to Injury or Illness, is prevented from engaging in substantially all of the normal activities of a person of like age and like sex who is in good health. This definition does NOT apply to Life Insurance.

WHENEVER A PERSONAL PRONOUN IN THE MASCULINE GENDER IS USED, IT WILL BE DEEMED TO INCLUDE THE FEMININE UNLESS THE CONTEXT CLEARLY INDICATES THE CONTRARY.

**LIFE INSURANCE BENEFIT
(For Active Employees Only)**

If you die from any cause while you are insured, the proceeds will be paid to your beneficiary. The proceeds may be paid in monthly or annual installments.

BENEFICIARY

You may name anyone you wish as your beneficiary. You may change your beneficiary at any time by completing the proper form. The change will be effective when the Company receives the completed form at its Home Office.

TOTAL AND PERMANENT DISABILITY

If you become totally and permanently disabled before age 60, your life insurance will continue at no cost to you for twelve months. Coverage will further continue during such disability, without payment of premium, if:

- a. you send written proof of your disability to the Company no later than 12 months after the start of your disability; and
- b. the proof shows that you were totally and permanently disabled for at least 9 months, and that such disability will presumably continue to exist.

Premiums will be waived every 12 months if you submit proof of continuing total and permanent disability each year, within 3 months of the anniversary date the initial proof of your disability was received by the Company.

THE AMOUNT OF INSURANCE THAT IS CONTINUED

The amount of life insurance that will be continued, while you are permanently and totally disabled, will be the amount which was in force at the time premium payments were discontinued on your behalf as a result of your disability.

THE MEANING OF TOTALLY AND PERMANENTLY DISABLED

This means that, due solely to illness or injury, you are prevented from engaging in any business, occupation or employment for remuneration or profit.

BENEFITS WILL CONTINUE . . .

Benefits will continue under this extension until the earliest of:

- a. 31 days after the date you are no longer totally and permanently disabled;
- b. the date you fail to furnish the Company with proof of your continued disability (which must be within 3 months of the anniversary date the initial proof of disability was received by the Company); or

**LIFE INSURANCE BENEFIT
(Continued)**

- c. the date you fail to be examined by a Physician if so requested by the Company. Such an examination will not be required more than once a year after your insurance has been continued under this extension for two full years.

CONVERSION PRIVILEGE

If you are no longer eligible for group life insurance, you may convert that benefit to any form of individual life insurance usually offered by the Company, except for Term Insurance.

You will not need a medical examination. But you must complete the application form and send it with the first premium payment to the Company no later than 31 days after your group life insurance has terminated.

The face value of your new policy cannot be more than the amount you had under the group Plan. The rate you pay will depend upon your age and your class of risk at the time of your conversion.

You may also convert if your life insurance benefits terminate because the policy terminates, or because life insurance benefits for your class terminate. In this case, however, you must have been covered under the group Plan for at least 5 years. You may convert the LESSER of the following amounts:

- a. the amount of life insurance you have under this Plan, less any new amount you may have or for which you may become eligible under another group plan within 31 days of the termination; or
- b. \$2,000.00.

If you should die during the 31-day period after your group life insurance has terminated, the Company will pay the group life insurance benefits to the last beneficiary you named, whether or not you applied for an individual life insurance policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(24-Hour Coverage)
(For Active Employees Only)**

This benefit will be payable if, while insured, you sustain any of the losses mentioned below as a result of purely accidental means. The loss must take place within 90 days from the date of the accident for the benefits to be payable. This benefit is in addition to your other benefits under this Plan.

WHO WILL RECEIVE BENEFITS

For loss of life, benefits will be paid to the beneficiary you name. For any other loss, the benefits will be paid to you.

THE BENEFITS

FOR LOSS OF:	THE BENEFIT IS:
LIFE.....	THE PRINCIPAL SUM
TWO HANDS.....	THE PRINCIPAL SUM
TWO FEET.....	THE PRINCIPAL SUM
SIGHT OF TWO EYES.....	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT.....	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE....	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE....	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT ...	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE	ONE-HALF THE PRINCIPAL SUM

If you suffer more than one loss in any one accident, no more than the full amount of your benefit will be paid. The full amount is the Principal Sum.

DEFINITIONS

1. "Principal Sum" is the benefit amount shown in the Schedule of Benefits.
2. "Loss of hand or foot" means that the limb is severed at or above the wrist or ankle joint.
3. "Loss of sight" means the total and irrecoverable loss of sight.

BENEFICIARY

You may name anyone you wish as your beneficiary. You may change your beneficiary at any time by completing the proper form. The change will be effective when the form is received by the Company at its Home Office.

LOSSES THAT ARE NOT COVERED

No benefit is payable under this section if your death or any loss is caused directly or indirectly, wholly or partly, by:

- a. bodily or mental illness or disease of any kind;

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Continued)**

- b. ptomaines or bacterial infection (except infections caused by pyogenic organisms which occur with and through an accidental cut or wound) or hernia;
- c. intentional self-destruction or self-inflicted injury, while sane or insane;
- d. participation in the commission of a felony;
- e. war or an act of war;
- f. service in any military, naval or air force of any country while such country is engaged in war; or
- g. police duty as a member of any military, naval or air organization.

**LOSS OF TIME BENEFIT
(For Active Employees Only)**

You are entitled to this benefit if, while insured, you become totally and permanently disabled and cannot work. The disability must be caused by an Injury or Illness that is not employment-related for benefits to be payable.

YOUR BENEFITS

The amount of your weekly benefit is shown in the Schedule of Benefits.

Your benefits will begin on the first day of disability if it is due to an Injury and on the eighth day of disability if due to an Illness.

The maximum period for which benefits are payable is shown in the Schedule of Benefits.

SUCCESSIVE DISABILITIES

Successive periods of disability will be considered as one period of disability unless the next period:

- a. begins after you have returned to active, full-time work for at least two consecutive weeks; or
- b. results from causes entirely unrelated to the causes of the previous disability, and you have returned to work for at least one full day.

You do not have to be confined to your home to receive benefits. However, you must be under the care of a Physician.

DISABILITIES THAT ARE NOT COVERED

No benefits are payable for a period of disability:

- a. during which you are not under the direct care of a Physician. A period of disability will not be considered as having started more than three days before the date you first see a Physician for the condition which caused the disability; or
- b. that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws.

MATERNITY BENEFITS

Benefits for maternity will be payable in the same manner as any other disability (Injury or Illness) under the Plan, for a female member or an eligible Dependent spouse. However, elective abortions are NOT covered, except:

- a. for complications of an abortion; or
- b. where the female insured's life would be endangered if the fetus were to be carried to term.

OBSTETRICAL PROCEDURES

Normal Delivery of child or children	\$	320.00
Caesarean section, including delivery		640.00
Abdominal operation for extrauterine pregnancy		640.00
Miscarriage		160.00

NO MATERNITY BENEFITS ARE PAYABLE FOR A DEPENDENT CHILD, EXCEPT FOR COMPLICATIONS OF PREGNANCY, AS DEFINED.

VOLUNTARY STERILIZATION

If you or your spouse incur expenses in connection with an operation for the purpose of sterilization, you will be reimbursed the fee charged by the Physician for the operation up to the amount payable in accordance with the Schedule of Operations in effect.

SURGICAL EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent undergo surgery as a result of an Injury or Illness that is not employment-related. A Hospital confinement is not required for benefits to be payable.

YOUR BENEFITS

The benefit payable will be the actual fee charged by the Physician or surgeon for the surgery performed, up to the maximum specified in the Schedule of Operations for that procedure.

MULTIPLE OPERATIONS

A separate benefit is payable for each operation performed. However, when multiple or bilateral surgical procedures, which add significant time or complexity to patient care, are performed at the same surgical session, the total value of the benefit shall be as follows:

- a. if more than one operation is performed through the same abdominal incision, the benefit will be the amount payable for the operation with the highest allowance;
- b. if more than one operation is performed on the anus and/or rectum, except for cancer, at any one time, the benefit will be one and one-half times the amount payable for the operation with the highest allowance.

The total payment for all operations during one continuous period of disability shall not exceed the Maximum Surgical Expense Benefit shown in the Schedule of Benefits.

"REASONABLE AND CUSTOMARY CHARGES"

This means that the fees charged by the Physician or the surgeon for the operation must be comparable to fees charged in the locality where the procedure is performed, for similar procedures performed by other Physicians or surgeons with a comparable degree of specialized knowledge, and based upon the total condition of the patient.

SUCCESSIVE OPERATIONS

Successive operations will be considered as having been performed during one continuous period of disability unless:

- a. they are due to entirely unrelated causes;
- b. you or your Dependent have fully recovered from the Injury or Illness which made the previous surgery necessary; or
- c. with respect to you only, you have returned to active full-time work for at least one full day before the next operation is performed.

SURGICAL EXPENSE BENEFIT

(Continued)

EXPENSES THAT ARE COVERED ON A LIMITED BASIS

There are some limitations with respect to certain benefits. **No benefits** are payable for:

- a. an elective abortion, except:
 - (1) for complications of an abortion; or
 - (2) for an abortion where the female insured's life would be endangered if the fetus were to be carried to term; or
- b. cosmetic surgery, unless required because of:
 - (1) an accidental bodily Injury occurring while insured;
 - (2) reconstructive surgery when service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part; or
 - (3) congenital disease or anomaly of a Dependent child which has resulted in a functional defect.

EXPENSES THAT ARE NOT COVERED

No benefits are payable for:

- a. any incurred expense that exceeds the Reasonable and Customary charge for the surgical operation that is performed;
- b. any professional fees whatsoever other than the fee of the Physician or of the surgeon who performed the operation;
- c. expenses incurred for dental work or treatment;
- d. any operation performed in a Hospital owned or operated by the United States Government, or elsewhere at Federal Government expense;
- e. surgical fees incurred for any operation due to an Injury or an Illness that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws; or
- f. any fee that you or your Dependent are not required to pay.

SCHEDULE OF OPERATIONS

	Amount of Payment
ABDOMEN	
Appendectomy	\$ 400.00
Removal of, or other operation on gallbladder	600.00
Gastroenterostomy	600.00
Resection of stomach, bowel or rectum	800.00
Other cutting into abdominal cavity for diagnosis, treatment or removal of organs therein	400.00
ABSCESSSES (See Tumors)	
AMPUTATIONS	
Thigh, leg	500.00
Upper arm, forearm, entire hand or foot	400.00
Fingers or toes, each	60.00
BREAST	
Removal of benign tumor or cyst requiring hospital residence	200.00
Simple amputation	400.00
Radical amputation	600.00
CHEST	
Complete thoracoplasty, transthoracic approach to stomach, diaphragm, or esophagus; sympathectomy or laryngectomy	800.00
Removal of lung or portion of lung	800.00
Bronchoscopy, esophagoscopy:	
Diagnostic	160.00
Operative	200.00
Induction of artificial pneumothorax:	
Initial	100.00
Refills, each (not more than 17)	40.00
DISLOCATION, REDUCTION OF	
Hip, ankle joint, elbow or knee joint (patella excepted) ..	140.00
Shoulder	100.00
Lower jaw, collar bone, wrist or patella	60.00
For a dislocation requiring an open operation, the maximum will be twice the amount shown above.	
EXCISION OR FIXATION BY CUTTING	
Hip joint	600.00
Shoulder, semilunar cartilage, knee, elbow, wrist or ankle joint	400.00
Removal of diseased portion of bone, including curettage (alveolar processes excepted)	200.00

**SCHEDULE OF OPERATIONS
(Continued)**

	Amount of Payment
EAR, NOSE OR THROAT	
Fenestration, one or both ears	\$ 800.00
Mastoidectomy, one or both sides:	
Simple	400.00
Radical	600.00
Tonsillectomy, adenoidectomy, or both	120.00
Sinus operation by cutting (puncture of antrum excepted)	200.00
Submucous resection of nasal septum	200.00
Tracheotomy	200.00
Any other cutting operation	60.00
EYE	
Operation for detached retina	800.00
Cataract, removal of	600.00
Any other cutting operation into the eyeball (through the cornea or sclera) or cutting operation on eye muscles	400.00
Removal of eyeball	300.00
Any other cutting operation on eyeball	80.00
FRACTURE, TREATMENT OF	
Thigh, vertebra or vertebrae, pelvis (coccyx excepted) .	300.00
Leg, kneecap, upper arm, ankle (Potts), skull.	200.00
Lower jaw (alveolar process excepted), collar bone, shoulder blade, forearm, wrist (Colles)	100.00
Hand, foot	60.00
Fingers or toes, each	40.00
Nose	40.00
Rib or ribs, three or more	100.00
Less than three	40.00
The amounts shown above are for simple fractures.	
For a compound fracture, the maximum payment will be one and one-half times the amount shown above for the corresponding simple fracture.	
For a fracture requiring an open operation, the max- imum payment will be twice the amount shown above for the corresponding simple fracture (bone grafting or bone splicing and skeletal traction pin are considered as open operations).	
GENITOURINARY TRACT	
Removal of, or cutting into, kidney	800.00
Fixation of kidney	600.00

SCHEDULE OF OPERATIONS
(Continued)

	Amount of Payment
Removal of tumors or stones in ureter or bladder:	
by cutting operation	\$ 400.00
by endoscopic means	140.00
Cystoscopy	100.00
Removal of prostate by open operation	600.00
Removal of prostate by endoscopic means	400.00
Circumcision	60.00
Varicocele, hydrocele, orchidectomy or epididymectomy:	
Single	200.00
Bilateral	300.00
Hysterectomy	600.00
Other cutting operations on uterus and its appendages with abdominal approach	400.00
Cervix amputation	200.00
Dilation and curettage (nonpuerperal)	100.00
Conization	100.00
Polypectomy (one or more)	100.00
Cauterization (where done separately and not in connection with any of above procedures)	100.00
GOITRE	
Removal of thyroid, subtotal	600.00
Removal of adenoma or benign tumor of thyroid	400.00
HERNIA	
Single hernia	400.00
More than one hernia	500.00
JOINT	
Incision into, tapping excepted	100.00
LIGAMENTS AND TENDONS	
Cutting or transplant:	
Single	200.00
Multiple	300.00
Suturing of tendon:	
Single	140.00
Multiple	200.00
OBSTETRICS	
Normal delivery of child or children	320.00
Caesarean section, including delivery	640.00
Abdominal operation for extrauterine pregnancy	640.00
Miscarriage	160.00

SCHEDULE OF OPERATIONS
(Continued)

	Amount of Payment
PARACENTESIS	
Tapping	\$ 60.00
PILONIDAL CYST OR SINUS	
Removal of	200.00
RECTUM	
Hemorrhoidectomy, external	100.00
Internal or internal and external	200.00
Cutting operation for fissure	100.00
Cutting operation for thrombosed hemorrhoids	60.00
Cutting operation for fistula in ano:	
Single	200.00
Multiple	300.00
SKULL	
Cutting into cranial cavity (drill taps excepted)	800.00
Drill taps	100.00
SPINE OR SPINAL CORD	
Operation for spinal cord tumor	800.00
Operation with removal of portion of vertebra or vertebrae (except coccyx)	600.00
Removal of part or all of coccyx	200.00
TUMORS	
Benign or superficial tumors and cysts or abscesses:	
Requiring hospital residence	100.00
Not requiring hospital residence	40.00
Malignant tumors of face, lip or skin	200.00
VARICOSE VEINS	
Injection treatment, complete procedure	160.00
Cutting operation, complete procedure:	
One leg	200.00
Both legs	320.00
For a surgical procedure not listed above, the Company will consider: (a) the nature and complexity of the procedure; and (b) the Plan's provisions and limitations. The Company will then determine the amount payable. Such amount will be consistent with the above sched- ule.	

SECOND SURGICAL OPINION EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent consult a Legally Qualified Physician on the need for a surgical procedure. Covered Charges under this benefit will not include charges incurred for surgery that is emergency in nature, or for surgery for a medical condition that is employment-related.

YOUR BENEFITS

You will be paid the Reasonable and Customary charges incurred for the consultation, and for any necessary laboratory tests and X-rays which are ordered by the consulting Physician, up to the Maximum Payment shown in the Schedule of Benefits.

If this second opinion does not confirm the need for surgery, you or your Dependent may consult another Legally Qualified Physician for a third opinion. The benefits are the Reasonable and Customary charges which are incurred, as described above.

LEGALLY QUALIFIED PHYSICIAN

For the purpose of this benefit only, a Legally Qualified Physician is one who is Board Certified in the field of the proposed surgery, or in the field of medicine concerned with the condition involved.

EXPENSES THAT ARE NOT COVERED

No benefits are payable:

- a. for consultation with a Physician who is not a "Legally Qualified Physician" as defined;
- b. for more than two consultations in connection with the proposed surgery;
- c. for X-rays and tests not related to the proposed surgery;
- d. if you or your Dependent are not examined in person by the Physician who is rendering the opinion;
- e. if no written report is sent to the Company by the examining Physician;
- f. if the consulting Physician also performs the surgery;
- g. if the consulting Physician has a financial interest in the outcome of his opinion;
- h. for consultation for dental work or treatment;
- i. for consultation relating to a Illness or Injury arising out of and in the course of employment; or
- j. for consultation for cosmetic surgery, unless such surgery is payable under the Plan.

ALCOHOLISM TREATMENT EXPENSE BENEFIT

If you or one of your Dependents incur charges for the treatment of alcoholism in a Hospital, detoxification facility or residential treatment facility, benefits will be payable subject to the same conditions and limitations as any other illness.

Benefits will also be payable for the treatment of alcoholism on an outpatient basis. The benefits payable are the Reasonable and Customary charges for such care in a Hospital, a licensed, certified or state approved residential treatment facility, or as aftercare at the detoxification facility. Such treatment must be provided by a certified alcoholism counselor and other professionals under a program approved by the State Division of Alcoholism. The maximum benefit payable for any one outpatient visit shall not exceed the maximum amount that would otherwise be payable under the Plan for one day of inpatient care.

MAJOR MEDICAL EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, Covered Charges incurred exceed Basic Benefits and the Deductible Amount. This benefit provides you with additional coverage for any Illness or Injury that is not employment-related.

BENEFIT PERIOD

"BENEFIT PERIOD" is the period of April 1st through March 31st of any year.

YOUR BENEFITS

The Plan pays 80% of the first \$2,000.00 of Covered Charges that you, or one of your Dependents, incur within a benefit period, which are in excess of Basic Benefits and the Deductible. It will then pay 100% of the balance of Covered Charges incurred during the remainder of that benefit period.

However, medical expenses incurred for the outpatient treatment of nervous or mental disorders will be paid at 50% of the Covered Charges in excess of the Deductible Amount, as shown in the Schedule of Benefits.

BASIC BENEFITS

These are any benefits which are payable under any other provision of the Plan (except Major Medical Expense Benefits) and under the Blue Cross 120-Day Plan or any group insurance plan sponsored by the policyholder.

THE DEDUCTIBLE

The Deductible is an "out-of-pocket" expense which you and your Dependents have to pay before you are entitled to Major Medical Expense Benefits. It is \$100.00 per individual per benefit period.

NOTE: If you are an active employee (or a Dependent of an active employee) any expenses applied against the Dental Expense Benefit Deductible will also be applied against the Deductible for the Major Medical Benefit.

The Deductible applies only once in a benefit period. Any expenses incurred in the last three months of a benefit period which are used to satisfy the Deductible, in part or in full, will also be applied to reduce the Deductible for the following benefit period.

FAMILY DEDUCTIBLE

After three covered members of your family have each satisfied their individual Deductibles in a benefit period, no further Deductible will be required of your family for the remainder of that benefit period.

MAJOR MEDICAL EXPENSE BENEFIT

(Continued)

COMMON ACCIDENT

If two or more insured members in a family sustain Injuries in the same accident, only one Deductible has to be met during that benefit period and the following benefit period for Covered Charges which are incurred as a result of the common accident. Separate Deductibles will still apply to charges not related to the common accident.

MAXIMUM BENEFITS

The lifetime maximum amount payable with respect to all Illnesses or Injuries due to the same or related causes is \$1,000,000.00 per individual.

MAXIMUM BENEFIT REINSTATEMENT

Major Medical benefit payments made on your behalf reduce your lifetime maximum benefit amount. You or your Dependent may apply for reinstatement of the full \$1,000,000.00 if at least \$1,000.00 in benefits have been paid and you, or your Dependent are not then qualifying for a Major Medical Expense claim. Evidence of good health must be submitted to the Company at your own expense. The new maximum will become effective on the date the Company acknowledges the evidence as satisfactory.

EXPENSES THAT ARE COVERED

Benefits are payable for Reasonable and Customary charges incurred for treatment, services and supplies ordered by a Physician. These include charges as follows:

1. a. made by a Hospital from the 121st day for inpatient treatment. Covered room and board charges may not exceed the Hospital's average rate for semiprivate rooms. If a Hospital does not have semiprivate rooms, the Covered Charges will not exceed the average rate for such rooms charged by Hospitals located in the surrounding geographical area;
- b. made by a Hospital for outpatient treatment;
2. charges made for Home Health Care services. However, Covered Charges shall not include more than 120 Home Health Care visits per individual during a benefit period. Each visit by an employee of a Home Health Care Agency will be considered one Home Health Care visit and each four hours of Home Health Aide services will be considered one Home Health Care visit.

"Home Health Care" means those nursing and other Home Health Care services rendered to you (or your Dependent) in your place of residence, under the following conditions:

part-time or intermittent nursing care by or under the supervision of a registered graduate nurse or by a Home Health Care Aide, including full-time or 24-hour care when needed, but for no more

MAJOR MEDICAL EXPENSE BENEFIT
(Continued)

than three days. Covered Charges for Home Health Care are subject to the Deductible and Coinsurance.

For benefits to be payable, the Home Health Care must be: (1) provided in your home within 14 days of the date that you, or one of your Dependents, were discharged from a Hospital as a resident inpatient; (2) for the same or related condition for which you, or your Dependent, were hospitalized; (3) in accordance with a Home Health Care Plan; (4) due to an Injury or Illness that is not employment-related.

"Home Health Care Agency" means an agency which is certified to participate as a home health agency under Title XVIII of the Social Security Act or as a proprietary agency licensed by the Commissioner of Health.

"Home Health Care Plan" means a program:

- a. for your or your Dependent's continued care and treatment; and
- b. established and approved in writing by the attending Physician within 14 days of the date you or your Dependent were discharged from a Hospital as a resident inpatient.

Also, the attending Physician certifies that proper treatment of the Injury or Illness would require confinement in a Hospital in the absence of the services and supplies provided by the agency.

"Home Health Care Expenses" means those charges incurred for Home Health Care services for:

- a. part-time or intermittent nursing care by or under the supervision of a registered nurse. If full-time or 24-hour services are needed on a short-term basis, such care will be covered, but for no more than three days;
- b. part-time or intermittent Home Health Aide services which consist primarily of caring for the patient. If full-time or 24-hour services are needed on a short-term basis, such care will be covered, but for no more than three days;
- c. physical, occupational and speech therapy provided by the Home Health Care Agency;
- d. medical social work;
- e. nutrition services; and
- f. medical supplies; appliances and equipment; drugs and medicines that can be obtained only upon the written prescription of a Physician; laboratory services and special meals; diagnostic and therapeutic service, including surgical services, performed in a Hospital outpatient department, a Physician's office or any other licensed Health Care Facility; but only to the extent such charges would have been payable had you or your Dependent been confined in a Hospital;

MAJOR MEDICAL EXPENSE BENEFIT
(Continued)

3. charges for the first 120 days of confinement in a *Convalescent Facility* (as defined below), for the following services, within 14 days after a period of confinement in a Hospital (of at least three consecutive days) due to the same disability:

- a. room and board, but not to exceed the Hospital's average semi-private room and board rate, including charges for services, such as general nursing care in connection with room occupancy;
- b. use of special treatment rooms, X-rays and laboratory examinations; physical, occupational, or speech therapy; oxygen and other gas therapy; and other medical services customarily provided by a Convalescent Facility except private duty or special nursing services or Physician's services; and
- c. drugs, biologicals, solutions, dressings and casts, but no other supplies.

"Convalescent Facility" means an institution (or distinct part thereof) which:

- a. is licensed to provide, and is engaged in providing, on an inpatient basis, for persons convalescing from Injury or Illness, professional nursing services, rendered by a registered graduate nurse, (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered graduate nurse and physical restoration services to assist patients to reach a degree of body functioning to permit self-care in essential daily living activities;
- b. provides services for compensation from its patients and under the full-time supervision of a Physician or registered graduate nurse;
- c. provides 24-hour per day nursing services by licensed nurses, under the direction of a full-time registered graduate nurse;
- d. maintains a complete medical record on each patient;
- e. has an effective utilization review plan; and
- f. is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, custodial or educational care, or care of mental disorders.

No Convalescent Facility benefits are payable for expenses incurred in connection with drug addiction, chronic brain syndrome, alcoholism, mental retardation, senility, or any mental disorder.

4. for diagnosis, treatment and surgery made by a Physician or surgeon;
5. made by a registered graduate nurse (R.N.) for private duty nursing, other than a nurse who normally lives in your home or is a member of your immediate family;
6. for artificial limbs or eyes for the initial replacement of natural limbs or eyes;

MAJOR MEDICAL EXPENSE BENEFIT

(Continued)

7. for initial trusses, braces or supports; casts, splints and crutches;
8. for rental of durable medical equipment such as wheelchairs and hospital-type beds. The benefit limit for renting will not exceed the purchase cost;
9. for rental of iron lungs; for oxygen and rental of equipment for its administration. The benefit limit for renting will not exceed the purchase cost;
10. for local ambulance service;
11. for X-rays and laboratory tests;
12. for radium, radioactive isotopes;
13. for anesthesia and its administration;
14. for physiotherapy and similar services, supplies and treatment;
15. for drugs and medicine obtainable only on the prescription of a Physician; and
16. for one physical examination per benefit period, up to a maximum payment of \$150.00, subject to the Deductible and the Coinsurance.

EXPENSES THAT ARE COVERED ON A LIMITED BASIS

In addition to any limits described in the section, EXPENSES THAT ARE COVERED, there are specific limitations with regard to certain benefits. No benefits are payable for:

- a. services performed for the teeth, nerves of teeth, gingivae or alveolar processes. However, services are covered:
 - (1) for tumors or cysts; or
 - (2) for treatment due to an accidental injury to sound natural teeth occurring while insured.
- b. cosmetic surgery, unless required because of:
 - (1) an accidental bodily injury occurring while insured;
 - (2) reconstructive surgery when service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part; or
 - (3) congenital disease or anomaly of a Dependent child which has resulted in a functional defect;
- c. treatment of mental, psychoneurotic or personality disorders on an outpatient basis. However, 50% of charges incurred (including drugs) for visits of a Legally Qualified Physician will be payable as follows:
 - (1) the maximum benefit payable will be \$10.00 per visit; and
 - (2) the maximum number of visits which will be payable is 50 per benefit period;

MAJOR MEDICAL EXPENSE BENEFIT

(Continued)

- d. an elective abortion, except for charges incurred:
 - (1) which result directly from complications of an abortion; or
 - (2) for an abortion when the female insured's life would be endangered if the fetus were to be carried to term; or
- e. transportation, except for local ambulance service.

EXPENSES THAT ARE NOT COVERED

No benefits are payable under this provision for:

- a. services, supplies or treatment which are not prescribed as medically necessary by a Physician. This exclusion also applies to any Hospital confinement (or any part of a confinement) that is not recommended or approved by a Physician;
- b. eye refractions; eyeglasses; hearing aids; or the fitting thereof;
- c. expenses incurred as a result of war or an act of war declared or undeclared;
- d. expenses incurred as a result of participation in the commission (or attempted commission) of a felony, riot or insurrection;
- e. an injury or an illness that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws;
- f. charges incurred during confinement in a Hospital owned or operated by the Federal Government, unless there is a legal obligation to pay charges without regard to the existence of any insurance; or
- g. any charges which you or your Dependents are not required to pay.

VISION EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent incur any of the "Covered Vision Charges" explained below.

YOUR BENEFITS

The benefit will be the actual Covered Vision Charge which is incurred, up to the MAXIMUM ALLOWANCE shown below.

BENEFIT PERIOD

"BENEFIT PERIOD" is the period April 1st through March 31st of any year.

MEANING OF COVERED VISION CHARGES

These are charges for:

- a. examinations performed by a licensed optometrist or ophthalmologist;
- b. lenses prescribed by such persons; and
- c. frames purchased in conjunction with lenses newly prescribed by such persons.

SCHEDULE OF VISION BENEFITS

COVERED SERVICES	MAXIMUM ALLOWANCE
Complete Examination:	
Ophthalmologist (M.D.)	\$ 35.00
Optometrist	35.00
Lens, Pair	
Single Vision RX	35.00
Bifocal RX	55.00
Trifocal RX	70.00
Lenticular	120.00
Frames	30.00

EXPENSES THAT ARE NOT COVERED

No benefit is payable for:

- a. more than one covered examination per benefit period;
- b. more than one pair of lenses per benefit period;
- c. more than one set of frames (with new lenses) in two benefit periods;
- d. sunglasses, unless they are prescribed to be worn at substantially all times;
- e. glasses with tinted lenses, unless prescribed by an ophthalmologist (M.D.) for medical reasons;
- f. routine yearly examinations required by an employer in connection with your or your Dependent's occupation;
- g. vision expenses due to an Injury or Illness that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws; or
- h. covered services in a Hospital owned or operated by the Federal Government or for any covered service furnished for which you or your Dependent are not required to pay.

HEARING CARE EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent incur charges for hearing care expense from a Physician.

YOUR BENEFITS

Benefits payable for covered hearing care services are 80% of the actual charges incurred, which are in excess of the Deductible. However, the benefit payable will not exceed the maximum amount shown in the Schedule of Benefits during your or your Dependent's lifetime.

THE DEDUCTIBLE

The Deductible is an "out-of-pocket" expense which you or your Dependents have to pay before you are entitled to Hearing Care Expense Benefits. It is \$50.00 per individual per benefit period.

BENEFIT PERIOD

"BENEFIT PERIOD" is the period April 1st through March 31st of any year.

MEANING OF COVERED HEARING CARE SERVICES

These are charges for:

- a. examinations performed by a licensed Otolgologist (M.D.) or licensed Otorhinolaryngologist (M.D.);
- b. audiometric testing by such licensed Physician or by an Audiologist certified by the American Hearing Association who possesses a master's degree from an accredited university providing training in this field; or
- c. a hearing device (monaural or binaural) prescribed by such licensed Physician.

EXPENSES THAT ARE NOT COVERED

No benefits are payable for:

- a. routine servicing or maintenance of (or batteries for) a hearing device;
- b. more than one hearing device (monaural or binaural) during your or your Dependent's entire lifetime;
- c. an illness or injury that is employment-related or that is payable under the Workers' Compensation Law, Occupational Disease Law or similar laws;
- d. hearing care services or supplies received from a medical department maintained by the policyholder, a mutual benefit association, labor union, trustees, employer or similar group;
- e. routine yearly examinations required by an employer in connection with your or your Dependent's occupation for which you are not required to pay;

HEARING CARE EXPENSE BENEFIT (Continued)

- f. hearing care services or supplies furnished in a Hospital owned or operated by the Federal Government or for any covered services furnished by the Federal Government for which you or your Dependent are not required to pay; or
- g. services performed or supplies furnished by other than an otologist, otorhinolaryngologist or a certified audiologist.

DENTAL EXPENSE BENEFIT
(For Active Employees and Their Eligible Dependents)

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent incur "Covered Dental Charges" from a dentist.

YOUR BENEFITS

Benefits are payable for Covered Dental Charges at the Coinsurance Percentage shown in the Schedule of Benefits for the procedure performed. However, the total benefit payable in any benefit period will not exceed the Maximum Amount shown in the Schedule of Benefits, per individual.

THE DEDUCTIBLE

The Deductible is an "out-of-pocket" expense which you and your eligible Dependents have to pay before you are entitled to Dental Expense Benefits. It is \$100.00 per individual per benefit period.

The Deductible for the Dental Expense Benefit and the Deductible for Major Medical Benefits are a "common Deductible." Any Covered Charges which are applied toward one Deductible will also be applied to the other. Only a total of \$100.00 of out-of-pocket expenses will have to be satisfied during a benefit period for Dental and Major Medical Expense Benefits per individual.

The Deductible applies only once in a benefit period. Any expenses incurred during the last three months of the benefit period which are used to satisfy the Deductible will also be applied to reduce the Deductible for the following benefit period.

"BENEFIT PERIOD"

"Benefit Period" refers to the 12 month period of April 1st through March 31st.

COVERED DENTAL CHARGES

"Covered Dental Charges" mean the reasonable, usual and customary fees or charges for services rendered or supplies furnished, as well as recommended, by a Dentist, in connection with the following:

- a. Preventive Dental Services;
- b. Basic Dental Services;
- c. Major Dental Services; or
- d. Orthodontic Dental Services.

A charge is considered incurred on the date the care or service is rendered. However, the "insert" date of an appliance shall be considered the date such charge was incurred. "Dentist" refers to a person authorized by law and duly licensed to practice dentistry.

DENTAL EXPENSE BENEFIT
(Continued)

EXPENSES THAT ARE COVERED

Covered Dental Charges are divided into four categories:

Part I — PREVENTIVE DENTAL SERVICES

- a. Routine oral examinations, including scaling and cleaning of teeth, but not more than one examination in any period of six consecutive months.
- b. Topical application of sodium or stannous fluoride, but only if the insured family member has not attained the age of 15 years.
- c. Dental X-Rays.
- d. Space Maintainers.
- e. Emergency palliative treatment.

Part II — BASIC DENTAL SERVICES

The following Covered Dental Charges will be included under BASIC DENTAL SERVICES if received in connection with dental disease, defect or injury:

- a. Extractions.
- b. Fillings.
- c. Anesthetics administered in connection with oral surgery or other Covered Dental Services.
- d. Treatment of periodontal and other diseases of the gums and tissue of the mouth.
- e. Initial installation (including adjustments during the six month period following installation) of partial or full removable denture to replace one or more natural teeth extracted while insured under the Plan.
- f. Repair or recementing of crowns, inlays, bridgework or dentures, or relining of dentures.
- g. Injection of antibiotic drugs by the attending dentist.

Part III — MAJOR DENTAL SERVICES

- a. Inlays, gold fillings or crowns (including precision attachments for dentures) to replace one or more natural teeth extracted while the family member is covered under the Plan.
- b. Initial installation of fixed bridgework (including inlays and crowns to form abutments) to replace one or more natural teeth extracted while the family member is covered under the Plan.
- c. Replacement of an existing partial or full removable denture or fixed bridgework by a new fixed bridgework or the addition of teeth to an existing fixed bridgework.

DENTAL EXPENSE BENEFIT (Continued)

COMPLETE DENTURE REPLACEMENT BENEFIT

Benefits are payable for replacement of complete dentures. However, the following must be satisfied:

- a. you or your eligible Dependent have been insured under this Plan for at least one year; and
- b. the replacement must not be due to theft or loss of the previous dentures.

If the denture to be replaced was covered under this Plan as an initial complete denture or as a replacement, the replacement of such denture will be covered only if it was installed at least 5 years prior to its replacement and cannot be made serviceable.

Part IV — ORTHODONTIC DENTAL SERVICES

This benefit is payable for services rendered for braces and straightening of the teeth to restore occlusion, and only when deemed as necessary treatment. This benefit is subject to all provisions and limitations of the Dental Expense Benefit. The lifetime maximum benefit payable is \$1,000.00 per individual.

EXPENSES THAT ARE NOT COVERED

No benefits are payable for dental care or services:

- a. resulting from an Injury or an Illness that is employment-related or covered under the Workers' Compensation Law, Occupational Disease Law or similar laws;
- b. resulting from war, declared or undeclared, or any act of war or aggression;
- c. which are paid for, furnished by or at the direction of any government agency, but only to the extent so paid or furnished;
- d. rendered solely for cosmetic purposes, unless they are due to a covered accident sustained while you or your Dependents are insured under this Plan; or
- e. which are paid under any other part of this Plan.

EXTENSION OF HEALTH BENEFITS

If you or any of your Dependents are Totally Disabled at the time coverage under this Plan terminates, benefits may be extended for expenses incurred due to that disability if the following conditions are met:

- a. the expense would have been covered if the insurance had continued;
- b. you or your Dependent remain disabled to the date such expense is incurred; and
- c. you or your Dependent are not entitled to similar benefits under any other group plan when each expense is incurred.

BENEFITS THAT ARE EXTENDED

Benefits will be extended and payable only for treatment of the Illness or Injury which caused the disability. Benefits listed below will be payable subject to the limitations and maximums which were in effect under the Plan at the time insurance terminated:

- a. Surgical benefits for operations performed within three months after coverage under this Plan terminates.
- b. Major Medical benefits for charges incurred within twelve months after insurance terminates.

HOW LONG BENEFITS WILL CONTINUE

Benefits will continue until the earliest of:

- a. the date you or your Dependent are no longer disabled;
- b. the date you or your Dependent become covered under another insurance plan which provides similar benefits;
- c. the end of three consecutive months after coverage under this Plan for Surgical benefits terminate; or
- d. the end of twelve consecutive months after coverage under this Plan for Major Medical benefits terminates.

THE MEANING OF TOTALLY AND PERMANENTLY DISABLED

This means that, due solely to Illness or Injury, you are prevented from engaging in any employment or occupation for which you are qualified by reason of education, training or experience. With respect to an insured Dependent, this means that he, due solely to Illness or Injury, is prevented from engaging in substantially all of the normal activities of a person of like age and sex who is in good health.

SPECIAL EXTENSION

If the Plan terminates and is not replaced by another plan providing similar benefits, a female member or an eligible Dependent spouse who is pregnant on the date her coverage under the Plan terminates may

EXTENSION OF HEALTH BENEFITS

(Continued)

continue to be eligible for maternity benefits, even if she is not Totally Disabled at such time, provided:

- a. the pregnancy commenced while she was covered under the Plan;
- b. she is not eligible for coverage under any other group insurance policy or plan that provides similar benefits for the pregnancy;
- c. the insurance policy is still in force; and
- d. in the case of a Dependent spouse, she has not remarried or otherwise ceased to be a Dependent, as defined.

COORDINATION OF BENEFITS

Members of a family are often covered by more than one group health insurance plan. As a result, two or more plans are paying for the same expense. To avoid this costly problem, your health plan provides a Coordination of Benefits provision. This provision affects all your health coverages.

HOW DOES COORDINATION WORK

If you or your Dependents are also covered under another group plan, the total amount received from all plans will never be more than 100% of "allowable expenses." Benefits are reduced only to the extent necessary to prevent any person from making a profit on his insurance.

"Allowable Expenses" are any necessary and reasonable expenses for medical or dental services, treatment or supplies, covered by one of the plans under which you or your Dependents are insured.

A "plan" is considered to be any group insurance providing coverage for medical treatments or services on an insured or uninsured basis. This includes group blanket or franchise insurance, group Blue Cross, group Blue Shield and other group prepayment coverage, labor-management trusteed plans, union welfare plans, employer organization plans, any coverage under governmental programs and any coverage required or provided by law.

This Coordination of Benefits provision shall not apply to any coverage for which you pay the entire premium.

Exception:

If you are actively employed, age 65 or older, and are eligible for Part A of Medicare, you may continue to have coverage under this group plan as primary.

This exception regarding Coordination of Benefits, which may also apply to your spouse, is explained more fully in the section "A Word About Medicare."

WHICH PLAN PAYS FIRST

If both plans have a Coordination of Benefits provision, the plan that insures you as an employee pays first. If you are insured as an employee under two plans, the plan which has insured you longer is primary. If one plan does not have a Coordination of Benefits provision, that plan is always primary. If a Dependent child is covered under two plans, the plan that insures the father as an employer pays first. However, if the parents are divorced or are separated, the plan of the parent with custody pays benefits first. If the parent with custody remarries the "order of payment" is as follows:

- a. Natural parent with whom child resides;
- b. Stepparent with whom child resides; and
- c. Natural parent not having custody of the child.

COORDINATION OF BENEFITS

(Continued)

This order of payment can change if the divorce decree directs one of the parents to be financially responsible for the medical, dental or other health care expenses of the child.

A WORD ABOUT MEDICARE

COVERAGE AT AGE 65 FOR ACTIVE EMPLOYEES AND DEPENDENT SPOUSES

If you or your covered Dependent spouse become eligible for Social Security at age 65, coverage by Medicare is possible even if you don't retire. Medicare includes hospital insurance benefits (called "Part A") as well as supplementary medical insurance (called "Part B").

If you are actively employed, age 65 or older and eligible for Part A of Medicare, you and your spouse, (if eligible*), may continue to have the Company pay your claims as primary carrier, provided you remain eligible under the rules of the Plan. You and your spouse have the legal right to choose to have Medicare pay your claims as primary carrier. However, if you make this choice, the Company is not allowed, by law, to pay any portion of the bills that Medicare does not pay.

YOUR COVERAGE OPTIONS AT AGE 65:

1. **This Plan as your primary coverage and Medicare as your secondary coverage** means that you or your spouse, if eligible,* continue to submit all your claims to this Plan and receive the same benefits as any younger employee or Dependent. Medicare would then consider a claim for any remaining expenses.
2. **Medicare alone** — You or your spouse may choose not to participate in this Plan and have Medicare as your only insurance. You would submit claims only to Medicare. (Medicare has certain deductibles and copayments for most services as well as premiums to be paid for Part B coverage.)
3. **This Plan alone** — You or your spouse, if eligible,* may choose not to enroll under Medicare and have this Plan as your only insurance.

* Your spouse will be eligible to continue this insurance as primary only if: (a) your spouse is age 65 or older, is eligible for Part A of Medicare, and is covered under this Plan; and (b) you are actively employed, under age 65, or, if you are age 65 or older, you are actively employed and you have retained coverage under this Plan as primary. If you elect Medicare as your primary insurance, your spouse may not continue, at age 65, to be covered under this Plan, even if otherwise eligible.

ENROLLING IN MEDICARE

It is important that you or your spouse visit an office of the Social Security Administration during the three-month period prior to the 65th birthday to learn all about Medicare.

For questions on coverage by this Plan, or help in comparing benefits offered by this Plan and Medicare, please contact the Fund Office.

COORDINATION OF BENEFITS WITH MEDICARE

In order to avoid payment of benefits in a total amount greater than the expenses actually incurred, benefits payable under this Plan will be coordinated with the benefits payable under Medicare for the same expenses.

This means that you will first be reimbursed under the Medicare program. If any covered expenses remain unpaid by Medicare, your group plan will reimburse you for such expenses, up to the maximum amount payable under the Plan. Combined payments shall not exceed the total amount of covered expenses.

You will be considered to be insured under Part A and Part B of Medicare, whether or not you have registered for Part A or have enrolled in Part B.

NOTE: See "A Word About Medicare" for your coverage options if you are actively employed, and you or your spouse are age 65 or over and are eligible for Part A of Medicare.

CONVERSION PRIVILEGE

If your Health Insurance terminates, you are entitled to convert to an individual policy without having to show evidence of good health. To obtain such a policy, you must send an application and the first premium payment to the Company within 31 days after your insurance terminates. The premium will be that applicable to your age and class of risk at the time you convert. The effective date of the converted policy will be the day following the date of termination of your insurance under the Group Policy. It will provide benefits of a type similar to, but not necessarily equal to, those provided under the Group Policy.

This conversion privilege is also available:

- a. to your Dependent children as of the date of termination of their insurance;
- b. to your surviving spouse and Dependent children upon your death; and
- c. to your former spouse upon divorce or annulment of your marriage.

GENERAL INFORMATION

HOW TO FILE A CLAIM

You must send written proof of any loss for which benefits are being claimed to The Union Labor Life Insurance Company at its Home Office or the Branch Office, or to the Office of the Policyholder or of the Administrator named by the Policyholder. Proof must be sent within 90 days of the date of loss. If this is not possible, the proof must be sent at the earliest possible date.

Read the claim form carefully and make sure you answer all questions and include any required information.

You will be notified in writing of any benefits which have been denied, in whole or in part, or if any additional information is required.

HOW TO APPEAL A CLAIM

If you do not agree with a claim denial, you may request that a review be made of your claim. The claim denial will tell you the name and address of the person to whom you may send written request.

You may submit additional information with your request for review. You may request and receive copies of pertinent documents, although in some cases approval may be needed for the release of confidential information, such as medical records. You may submit issues and comments in writing.

A decision will be made within 60 days following the date the Company received your request for review or the date the Company received all information required of you, whichever date is later. You will be notified of the decision in writing and you will be given clear and specific reasons for the decision.

FACILITY OF PAYMENT

If you or your Dependents are not legally capable of giving a valid receipt for a benefit payment, the Company has the right (if there is no legal guardian) to pay the party it believes is entitled to such payment. Once such a payment is made, the Company has no further obligation with respect to the amount so paid. If you name more than one Beneficiary, but do not say how much each Beneficiary should receive, the total amount will be shared equally by all surviving Beneficiaries. If there is no living Beneficiary when you die, the Company will make the payment to your spouse; if none, to your children; if none, to your parents; and if none, to your brothers and sisters. However, the Company has the option to make the payment to your estate.

EXAMINATIONS

The Company has the right to have any insured examined as often as it may reasonably require while a claim is pending.

YOUR
BLUE CROSS
of New Jersey

Hospital Program

**HUDSON COUNTY CARPENTERS
WELFARE FUND**

My Blue Cross
Identification Number is 1810-01-1515-C1

Group Number 00-86707

*Please fill in the above numbers for ready reference.
They must be included whenever you contact Blue
Cross, Hospitals, contracting Nursing Homes and
Member Home Health Agencies so service to you
can be handled efficiently.*

FOREWORD

This Program gives you broad protection to help meet the costs of most illnesses and injuries.

This booklet describes the Program of health care services which is underwritten by Blue Cross of New Jersey and summarizes the benefits and essential features of the Program.

We suggest that you read this booklet carefully to become familiar with the many benefits available for the protection of yourself and your family during times of unforeseen accident or illness.

This booklet replaces any Blue Cross booklets or certificates you may have previously received.

This booklet is not a contract and contains only a general description of your Blue Cross benefits. These benefits are subject to the terms, conditions, and limitations of the Master Contract issued to your group and to the provisions of applicable State Laws. If you need additional information, contact your Enrollment Official.

Important Information that You Should Know about the Program

How to Enroll . . . You may enroll in the Blue Cross Program by completing an enrollment card. If you enroll your dependents, their coverage will become effective on the same date as your own.

If you fail to enroll promptly you cannot enroll until a subsequent open enrollment period. If you enroll for yourself but fail to include your eligible dependents, they cannot be registered for coverage until a subsequent open enrollment period.

Commencement of Protection . . . Any enrolled person who is confined in a hospital when Blue Cross coverage would normally start will not receive hospital benefits under this Program any time during that confinement.

Maternity benefits as described in the Maternity Care Section of this booklet will be available to a female employee or any employee's enrolled wife.

Eligible Dependents . . . Your eligible dependents are your spouse, and your unmarried children through the end of the benefit month in which they marry or through the end of the calendar year in which they become age 23. Enrollment may be continued under Family and Parent and Child(ren) coverage beyond age 23 for an unmarried child who is incapable of self-support because of mental retardation or physical handicap that commenced prior to age 19, for as long as these conditions continue to exist, provided each such child has been continuously covered under this Program as your dependent since before age 19. Proof of such incapacity must be received by the Plan within 31 days following the end of the calendar year in which the child reaches age 23. See your Enrollment Official for the necessary forms.

Stepchildren and legally adopted children and your own or your spouse's legal ward(s) who reside with you and are chiefly dependent upon you for support may also be included as eligible dependents. See your Enrollment Official for the necessary forms.

Types of Coverage Available . . . You may enroll for Single coverage, which only provides coverage for yourself; Parent and Child(ren) coverage, which provides benefits for yourself and your eligible children but not for your spouse; or Family coverage, which provides benefits for yourself and your spouse and your eligible children.

Change in Enrollment . . . If you want to change the type of coverage you hold, consult your Enrollment Official. A person who is single now but marries later should arrange within 60 days before marriage, but not later than 60 days afterwards, to complete a new enrollment card to enroll the spouse.

Should any other change in family status occur, such as your youngest child attaining the termination age, adoption of a child, death or divorce, see your Enrollment Official promptly to make any necessary change in your type of coverage. When children are born under a type of coverage which already provides for dependent children, completion of a new enrollment card is not required since they are covered automatically from date of birth.

If you have Single coverage, benefits will be provided for a newborn from the date of birth if you apply for Family or Parent and Child(ren) coverage within 31 days of the birthdate.

If you apply for Family coverage within 31 days of the birthdate, the coverage will be effective on the 32nd day following the date of birth.

If your application for enrollment of your newborn is submitted between 32 and 90 days following the birthdate, the coverage will be effective the 1st day of the benefit month following the date the application is submitted.

Newborn infants are automatically included under their parent's Family or Parent and Child(ren) coverage.

Continuity of Protection . . . Your coverage ceases on the last day of the benefit month in which your enrollment in this Program terminates. However, should you or any of your dependents be receiving covered inpatient care at the time your coverage terminates, Blue Cross benefits will continue to be provided to the extent available for that confinement.

If your enrollment in this Program is terminated, you may continue Blue Cross protection. You simply transfer to the direct payment hospital coverage offered by Blue Cross of New Jersey.

Transfer to direct payment Blue Cross protection is also permitted for you or your children when they marry or when they cease to be eligible dependents and for any surviving eligible dependents in the event of your death while enrolled in the Program.

When your child is no longer eligible for coverage as your dependent, he is responsible for taking prompt action to obtain separate enrollment. To assure uninterrupted protection, application (or proof of incapacity in the case of a mentally retarded or physically handicapped child) should be sent directly to Blue Cross of New Jersey at 33 Washington Street, Newark, New Jersey 07102 within 31 days of the date on which your child's coverage will terminate.

Continuity of Protection for Surviving Dependents . . . Under New Jersey Law, covered dependents of a deceased employee may have coverage continued under a group health benefits program for at least 180 days after the employee's death. Contact your Enrollment Official for further details.

Definitions . . . An approved hospital is an institution which qualifies under the laws governing hospital service corporations to render hospital care.

A "Member Hospital" is one which has agreed with Blue Cross of New Jersey to provide covered-in-full services to New Jersey subscribers.

A "member hospital of another Blue Cross Plan" is one which has agreed with that Plan to provide its contract services to subscribers.

A "non-member hospital" is any approved hospital which does not have an agreement with any Blue Cross Plan and which is not other than incidentally a rest home or nursing home, or an institution for the aged or for the care and treatment of drug addicts.

A "Contracting Nursing Home" is an approved extended care facility or an approved nursing home which has agreed with Blue Cross of New Jersey to provide nursing home services to New Jersey subscribers.

A "Member Home Health Agency" is an approved home health agency which has agreed with Blue Cross of New Jersey to provide skilled nursing services and other therapeutic services to New Jersey subscribers.

A "Contracting Surgicenter" is a State-licensed, free-standing surgical center which contracts with any Blue Cross Plan to provide ambulatory, same day surgical services.

A "Non-Contracting Surgicenter" is a State-licensed, free-standing surgical center which has no contract with any Blue Cross Plan.

A "Benefit Year" is the 12 month period beginning on the date shown on your Identification Card.

Surgicenter Benefits . . . Your Blue Cross coverage provides benefits for ambulatory, same-day surgery in a Contracting or Non-Contracting Surgicenter. If you should go to a Non-Contracting Surgicenter, Blue Cross of New Jersey will reimburse you up to \$30 for same-day surgery. Ambulatory care in a surgicenter counts as one hospital day and will reduce the number of your available hospital days by one.

Hospital Benefits

When you are admitted to a New Jersey Blue Cross Member Hospital where most services are covered in full, you simply show your Blue Cross Identification Card to the admitting clerk. (If you are eligible for Medicare benefits, also advise the admitting clerk of your Medicare HIB Number.) Blue Cross of New Jersey will pay the hospital directly for covered services. You are not bothered by requests for payment in advance.

The same ease in obtaining benefits prevails when the hospital is a member hospital of another Blue Cross Plan. When you are admitted to such a hospital as an inpatient, show the admitting clerk your Blue Cross Identification Card (and advise the clerk of your Medicare HIB Number if you are eligible for Medicare benefits). You will receive that Blue Cross Plan's benefits for the remaining number of days eligible under this Program. If you are admitted as an outpatient, reimbursement for eligible services of up to \$30 a day will be made directly to you. Send the itemized bill to Blue Cross of New Jersey at 33 Washington Street, Newark New Jersey 07102. Please include any Explanation of Benefits forms you receive from Medicare.

If you are admitted to any other approved hospital which is not a part of the Blue Cross network (a non-member hospital), reimbursement for eligible services of up to \$30 a day is made either to you or to the hospital. If you pay the hospital, send the itemized bill to Blue Cross of New Jersey at 33 Washington Street, Newark, New Jersey 07102. If you are eligible for Medicare benefits, also include any Explanation of Benefits forms you receive from Medicare.

If, for any reason, your claim is not eligible, you will be notified by Blue Cross of New Jersey within 90 days of receipt of your claim. To request a review of the claim, you should follow the instructions described in the "Claims Appeal" section of this booklet.

Inpatient Care in Semi-Private Accommodations . . . If an injury or illness makes your hospitalization in a Member Hospital medically necessary, your bed and board, including special diets and general nursing care (but not private duty nurses), are covered in full, except as limited herein, for the number of benefit days to which you are entitled.

AND — these essential services when charged for by the hospital are also fully covered if they are consistent with the diagnosis and treatment of the illness or injury for which you are hospitalized:

- Use of operating, delivery and treatment rooms and equipment
- Use of recovery rooms and equipment
- Laboratory examinations
- X-ray examinations
- All recognized drugs and medicines for use in and customarily supplied by the hospital
- Oxygen and use of equipment for its administration

- Dressings and plaster casts
- Serums, vaccines, intravenous preparations and visualizing dyes
- Use of cardiographic and encephalographic equipment and services of hospital employees in connection with their use
- Use of physiotherapeutic and hydrotherapeutic equipment and treatment rendered by a hospital employee using such equipment
- Anesthesia supplies and use of anesthesia equipment; administration of anesthetics by a hospital employee
- Surgically implanted cardiac pacemakers, including batteries, electrodes and replacements thereof
- Use of blood transfusion equipment, administration of blood; blood processing services provided by the hospital or provided and charged for by a non-profit blood supplier.

Covered Length of Stay . . . Benefits are provided for you and each of your covered dependents for up to 120 full benefit days of hospital care during each Benefit Year.

There are, however, these limitations:

- A total of 20 full benefit days is allowed for tuberculosis, mental, or nervous conditions, drug addiction, contagious diseases and after-effects of these conditions
- 20 full benefit days are allowed in all hospitals operated by a governmental body or agency, except that in Member Hospitals located in New Jersey and operated by a county or municipality, this particular limitation does not apply
- Blue Cross of New Jersey will also pay \$5 per day toward hospital charges for an additional 245 days in the same Benefit Year, except when the admission is related to any of the health conditions or situations listed above.

Private Accommodations . . . When you occupy a private room in a Member Hospital, you are covered in full for the same wide range of services as in semi-private accommodations. You will have to pay the difference between the hospital's charges for the private room and the average semi-private room and board rate in the same area of service of the hospital.

Maternity Care . . . Hospital services for any condition related to pregnancy, including childbirth or miscarriage, are covered by Blue Cross of New Jersey for an enrolled female employee or for the enrolled wife of an employee.

Care of Newborn Infants . . . When concurrent hospital services are rendered to an infant during the initial joint stay with the mother, such services to the infant are covered in the regular Maternity Care benefit. However, if an enrolled newborn infant has a diagnosed condition which requires hospital services after the mother's discharge, benefits

are provided for the infant but only if your **type of coverage includes** dependent children.

Dental Care . . . Payment for hospital services as either an inpatient or outpatient will be provided for extraction of impacted molars or impacted bicuspid, for treatment of accidental injuries from external cause, for oral surgery (except extractions which are not impacted) or for treatment of malignancy of the mouth. Hospital care during an admission for any other dental service is eligible only if hospitalization is necessary because of a non-dental condition.

Outpatient Care . . . Benefits are provided if you are not admitted as a bedpatient but use a hospital outpatient department under the following circumstances . . .

- treatment of an injury caused by accidental means
- cutting and cauterizing surgery and certain surgical diagnostic procedures
- application of plaster casts
- blood transfusion and/or paracentesis
- treatment of eligible dental conditions shown in the "Dental Care" section of this booklet
- cardiac pacemaker follow-up examination
- removal of implanted orthopedic hardware
- hemodialysis
- treatment of poisoning.

Coverage is provided for the same hospital services that are eligible for inpatients with the exception of bed and board and physical therapy.

Pre-Admission Testing . . . Pre-Admission Testing (PAT) means that those diagnostic tests which are eligible under your coverage on an inpatient basis may be conducted on an outpatient basis prior to your actual admission to a Member Hospital, if the hospital is one which has agreed with Blue Cross of New Jersey to participate in PAT. Either your doctor or your hospital can advise you about this. PAT is conducted at the discretion of your attending physician and is covered only if you are scheduled for subsequent admission to the hospital for treatment of the diagnosed condition which made the test necessary. However, in the event that your scheduled admission does not take place, the testing may still be covered, but only if the admission is postponed or cancelled for one or more of the following reasons:

- The tests show a condition requiring medical treatment prior to admission
- You develop a medical condition that delays the admission
- A hospital bed is not available on the scheduled date of admission
- PAT indicates that, contrary to your attending physician's expectation, the admission is not necessary.

Contracting Nursing Home and Home Care Benefits . . . Immediately following an eligible hospital stay of at least 3 days, you may be transferred by your attending physician to a Contracting Nursing Home if he prescribes that you need skilled nursing care and treatment on a continuing basis for the diagnosed condition for which you were hospitalized, or, you may receive services provided by a Contracting Home Health Agency if the physician prescribes that you need continued skilled care, therapeutic services and treatment for the condition for which you were hospitalized and provided that such services are billed by and payable to a Contracting Home Health Agency.

Eligible Contracting Nursing Home services include:

- Inpatient care in semi-private accommodations
- The same wide range of services that are available to hospital inpatients as described in this booklet, when such services are available at the Contracting Nursing Home and are consistent with the treatment prescribed by your physician
- Up to 30 days are available during each admission. Every two days in a Contracting Nursing Home count as one full benefit day and will be eligible only if you have not used all of your full benefit days.

Eligible Home care Services include:

- Intermittent skilled nursing service by or under the supervision of a registered professional nurse
- Medical Social Services
- Physical Therapy by a registered physical therapist
- Speech Therapy
- Other services and supplies except drugs and hemodialysis, which are available to hospital outpatients under this program
- Services by a home health aide, while you are also receiving either skilled nursing service, physical therapy or speech therapy
- Up to 60 visits are available in the 120 days following hospital discharge. If more than one Home Care service is rendered in one day, each service shall be counted as a separate visit. Every 3 visits are counted as 1 full benefit day and will be eligible only if you have not used all of your full benefit days.

Renewal of Benefit Days . . . Benefit days for hospital care will be renewed on the date your new Benefit Year starts, provided that, for related conditions, 90 days or more have elapsed from the later of (a) the date of your last discharge from an approved hospital or (b) the last day for which you received Contracting Nursing Home or Home Care Benefits.

If you are in an approved hospital or Contracting Nursing Home or receiving Home Care services at the time your benefit days would renew, you will be covered only for the unused number of days from the benefit year in effect when the admission occurred.

How to Claim Contracting Nursing Home and Home Care Benefits . . . Once your physician has prescribed Contracting Nursing Home or Home Care services, present your Blue Cross Identification Card to the Contracting Nursing Home or in the case of a Home Health Agency, present your Identification Card to the individual who renders the services at your home. The Contracting Nursing Home or the Home Health Agency will then bill Blue Cross of New Jersey directly for covered services.

ALCOHOLISM TREATMENT BENEFITS

Covered Length of Stay . . . Benefit days for treatment of alcoholism are provided on the same basis as, and counted as, part of the number of hospital days available under your group's program for any general medical condition. Inpatient days for eligible care in a Detoxification or a Residential Facility are counted as hospital days and are charged against the period required between readmissions for renewal of Benefit Days. Each eligible outpatient visit for Ambulatory Care is also charged against the available Benefit Days.

Inpatient Care . . . Benefits are provided for available benefit days for inpatient treatment of alcoholism when prescribed by a licensed physician, in the following facilities:

Approved Hospital . . . only for the number of days of care necessary for inpatient treatment of the acute state of alcoholism and for medical detoxification.

- The hospital services described in your benefit booklet are eligible when required for acute care and treatment of alcoholism.

Detoxification Facility . . . licensed as such by the State of New Jersey, or meeting the same standards if out-of-state . . . only for the number of days necessary for medical detoxification.

Residential Facility . . . licensed, certified or approved for treatment of alcoholism by the State of New Jersey, or meeting the same standards if out-of-state . . . rehabilitation services are covered only for the number of days necessary for the patient's condition.

The eligible services provided by a Detoxification or Residential Facility during a covered inpatient admission are:

- Bed and board in semi-private room;
- General nursing services;
- Services of the staff (voluntary or paid employees of the Facility) including necessary trained professionals contracted or paid for by the Facility;
- Biologicals, solutions, drugs, medicines and medications used while the patient is in the Facility and which, at the time prescribed, are in commercial production and commercially available to the Facility;

- Laboratory tests necessary for patient care (but not X-rays);
- Psychological testing by a licensed psychologist;
- Individual and group therapy or counseling;
- Family counseling; and
- Occupational therapy (but not diversional/recreational therapy or activity).

Ambulatory Care . . . Rehabilitation services on an ambulatory basis, prescribed by a licensed physician, and provided under a program approved by the New Jersey State Division of Alcoholism, will be covered when provided as outpatient services by an Approved Hospital or Residential Facility or as after-care by a Detoxification Facility.

The eligible rehabilitation services are:

- Services of staff, including necessary trained professionals;
- Individual and group therapy or counseling;
- Family counseling; and
- Initial diagnostic evaluation in the outpatient department or clinic of an Approved Hospital.

Payments . . . Payment for any of these covered services in a Blue Cross of New Jersey Member Facility or in a non-member facility will be made on the same basis as described in your benefit booklet for member and non-member hospital services.

Coordination of Benefits . . . All benefits for eligible expenses under this Program will be excluded to the extent that benefits for such expenses are or would be available or provided under any other group plan, to which an employer contributes or makes payroll deductions, either when such other plan does not include a coordination of benefits provision or when such other plan does include such provision but has the primary liability.

In determining whether this Program or another plan is primary, the following shall apply:

- (1) The plan covering the patient other than as a dependent will be the primary plan.
- (2) Where both plans cover the patient as a dependent child, the plan covering the patient as a dependent child of the male subscriber will be the primary plan.
- (3) Where the determination cannot be made in accordance with (1) or (2) above, the plan which has covered the patient for the longer period of time will be the primary plan.

This Program will provide its regular benefits in full when it is the primary plan. As a secondary plan, this Program will provide a reduced amount which when added to the benefits under other group plans will equal up to 100% of the charges for the patient's eligible expenses under this Program, but in no event will this Program's liability as a secondary plan exceed its liability as a primary plan.

CLAIMS APPEAL

You or your authorized representative may appeal and request Blue Cross of New Jersey's reconsideration of any claim or any portion(s) of a claim for which you believe benefits have been erroneously denied. This inquiry may be made by either telephoning Customer Information Department at 201-456-3033 or writing to Blue Cross of New Jersey's Claim Department at 33 Washington Street, Newark, New Jersey 07102. The following information must be given at the time of each telephone or written inquiry:

Name(s) and Address(es) of Patient and Subscriber

Subscriber's Blue Cross of New Jersey Identification Number

Date of Service

Provider's Name . . . Hospital, Extended Care Facility or Home Health Agency

Reason you think claim should be reconsidered.

If you have any additional information or evidence about the claim which was not given when the claim was first submitted, be sure to include it.

Upon request, you have the right to review pertinent documents. Copies of the Contract are available from your employer. Your employer may charge you a reasonable amount to furnish a copy to you. A copy of other pertinent material relative to your claim will be made available from Blue Cross of New Jersey. In some cases, written authorizations to release certain information will be necessary and you will be informed accordingly.

Inquiries must be made within 12 months of the date you first were notified of the action being taken to deny all or part of your claim. Upon receipt of the telephone or written inquiry, Blue Cross of New Jersey will research and review the claim thoroughly and notify you in writing of the decision on your appeal within 60 days of the receipt of the appeal. However, special circumstances such as delays by the employee or provider in submitting necessary information may require an extension in this 60 day period.

If legal action is brought against Blue Cross of New Jersey for a claim that has been wholly or partially denied, the action must be brought within 12 months of the first denial, or if the claim has been appealed, within 12 months of the denial of the appeal.

Exclusions

To assure proper use of benefits, certain exclusions are necessary. For example, under this Program no benefits are provided for:

- Hospital, Contracting Nursing Home or Home Care services primarily for bed rest, rest cure, convalescent, custodial or sanatorium care, diet therapy or diagnostic studies; Hospital or Contracting Nursing Home Care primarily for occupational therapy, rehabilitation therapy or physical therapy
- Services during a Hospital or Contracting Nursing Home admission which is not medically necessary or for Home Care Services which are not medically necessary
- Services for any sickness, disease or injury occurring during military service
- Services for any sickness, disease or injury arising out of or in the course of employment and for which benefits and/or compensation are wholly or partially available under any Worker's Compensation or occupational disease law or similar legislation whether or not the person properly asserts his or her rights under such legislation and whether or not there are recoveries against third parties for damages
- Services which are eligible to be covered under the laws of the national, state, provincial or local government of any country whether or not the patient asserts his rights to obtain such coverage. For those who are eligible to be enrolled under the Federal Medicare Program, the benefits described in this booklet will be reduced to the extent that they are available under Medicare
- Doctor services including anesthesiologists (other than interns or physicians employed by the hospital)
- Services rendered before or after the time necessary for the treatment of the diagnosed condition or beyond the available number of eligible days
- Transportation services of any kind
- Private duty nurses
- Skin or other tissue used for grafting
- Any examination, procedure or supply not necessary for or incidental to the diagnosis and treatment of a sickness or injury
- Services covered by any other non-profit hospital service plan, medical-surgical plan, or dental service plan
- Services otherwise eligible for Blue Cross benefits when rendered by persons not employed by or under contract with an approved hospital, a Contracting Nursing Home or a Member Home Health Agency
- Blood, plasma or other blood components or derivatives when used as a blood substitute
- Consultations required by hospital regulations
- Hospital services in institutions in the United States (including Puerto Rico) operated by the federal government unless the services are of an emergency nature for accidental injury from external cause

Exclusions (Continued)

- Hospital services in connection with dental care except as previously specified
- Prosthetic devices or the purchase, rental or use of special braces, appliances or equipment
- Radium, radon, radioactive isotope, or X-ray therapy
- Services rendered by a non-contracting nursing home or home health agency
- Home care services for care of mental, psychoneurotic and personality disorders, tuberculous conditions, alcoholism, drug addiction and all after-effects resulting from these conditions
- Housekeeping services unless they are incidental to the eligible services of a home health aide
- Personal comfort and convenience items
- Claims to Blue Cross of New Jersey unless they are submitted within one year from the date of termination of the eligible care
- Services for any condition related to pregnancy of a child dependent
- Services necessitated by a motor vehicle accident to the extent that such services are collectible under the Personal Injury Protection or compulsory Medical Payments provisions of an automobile insurance contract issued pursuant to New Jersey law or under any federal or state law requiring such coverage regardless of fault, whether or not you assert your rights to obtain such coverage
- Blue Cross benefits for any condition, including alcoholism treatment, will be provided only for the length of time and at the level of care . . . hospital, detoxification facility, residential facility, ambulatory care . . . medically necessary for the patient's condition. The non-availability of other facilities will not be considered a valid reason for admitting a patient to a higher level of care than is medically required for his condition.

FILED

19
BS

JOSEPH ROLNIK, et al.

* IN THE

Plaintiffs

* CIRCUIT COURT

JUN 30 1988

v.

* FOR

CIRCUIT COURT FOR
BALTIMORE CITY

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.

* BALTIMORE CITY

* 87313071/CL73531

Defendants

* * * * *

ANSWER

The Sheppard and Enoch Pratt Hospital, Inc., by its attorneys, Thomas M. Trezise, and Semmes, Bowen & Semmes, pursuant to Maryland Rule 2-323, files this Answer to the Crossclaim filed by Union Labor Life Insurance Company, and says:

1. That the Crossclaim fails to state a claim for which relief may be granted.
2. That the Cross Defendant is not indebted as alleged.
3. That the Cross Defendant did not commit any wrongs alleged.

AFFIRMATIVE DEFENSES

As affirmative defenses, the Cross Defendant asserts the following:

1. Estoppel.
2. Laches.
3. Waiver.

4. Statute of Limitations.

Thomas M. Trezise

Thomas M. Trezise
Semmes, Bowen & Semmes
401 Washington Avenue
Towson, MD 21204
296-4400

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of June, 1988, a copy of the foregoing Answer to Crossclaim was mailed to KENNETH L. THOMPSON, ESQUIRE, and LETTIE E. MOSES, ESQUIRE, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, MD 21201; JAMES E. EYLER, ESQUIRE, and KRISTINE A. CROSSWHITE, ESQUIRE, Miles & Stockbridge, 10 Light Street, Baltimore, MD 21202; MARK T. MIXTER, ESQUIRE, Smith, Somerville & Case, 100 Light Street, 6th Floor, Baltimore, Maryland.

Thomas M. Trezise
Thomas M. Trezise

FILED

Sheppard

JUN 28 1988

JOSEPH ROLNIK and
DEBORAH ROLNIK

IN THE

Plaintiff

CIRCUIT COURT FOR
BALTIMORE CITY

CIRCUIT COURT

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

FOR

Defendants

BALTIMORE CITY

87313071/CL73531

* * * * *

ANSWERS TO INTERROGATORIES

Deborah Rolnik, one of the plaintiffs, by her attorneys, Mark T. Mixter and Smith, Somerville & Case, for answer to the interrogatories propounded to him by the defendant, Union Labor Life Insurance Company, states as follows:

a. The information supplied in these answers is not based solely on the knowledge of the executing party but includes the knowledge of the party's agents, representatives and attorneys, unless privileged.

b. The word usage and sentence structure may be that of the attorney assisting in the preparation of these answers and thus does not necessarily purport to be the precise language of the executing party.

1. INTERROGATORY: State the following with respect to yourself: nickname and/or other aliases, if any, date and place of birth, present home address, present business address, occupation, height and weight, social security number, all

business and residence addresses from ten years preceding the commencement of this litigation until the present time, present marital status and, if presently married, the date and place of marriage, the full name of your spouse prior to your marriage, and the identity and the date and place of birth of each of your children.

ANSWER: Deborah Rolnik; date of birth - 05/18/64; place of birth - Jersey City, New Jersey; present home address - 2712 Maryland Avenue, Baltimore, Maryland; occupation - unemployed; height and weight - 5'3", 100 lbs.; previous residence address 2636 N. Charles Street, Baltimore, Maryland (3/87 - 1/88) and 20 Sunset Avenue, Bayonne, New Jersey 07002 (since birth); present marital status - single.

2. INTERROGATORY: Identify each person who has given you a signed or recorded statement relating to the subject matter of this litigation made by and alleged agent or representative of this defendant, state the substance of each such statement, state the place where and the date when each such statement was made, identify the person who made each such statement, identify all persons who were present who made each such statement, identify all persons who were present at the making of such statements, state whether each such statement was oral or written and, if written, identify the documents containing it and the custodians thereof.

ANSWER: Plaintiff's counsel are in possession of numerous letters and documents from Sheppard Pratt, Hospital,

Union Labor Life Insurance Company and I.E. Shaffer but no "statements" as that term is utilized in the Maryland Rules.

3. There is no interrogatory number 3 propounded.

4. INTERROGATORY: State each and every fact upon which you base your allegation that you are entitled to coverage as an insured under a policy with Union Labor Life as alleged in the complaint, identify all persons with personal knowledge of such facts and identify all persons with personal knowledge of such facts and identify all documents that relate or refer to such facts.

ANSWER: For over 25 years, Joseph Rolnik, as a member of the Hudson County Carpenters Union, contributed monies for life and medical insurance coverage as part of his benefits program. Deborah Rolnik was an "eligible dependent" under the terms of the applicable insurance policy issued by the defendant as set forth on page 4 of that policy (a copy of which is attached hereto). Joseph Rolnik, Zachary Rolnik, Deborah Rolnik, Ettie Barsky, 111 Massachusetts Avenue, N.W., Washington, D.C. 20001, Thomas Kiley, 111 Massachusetts Avenue, N.W., Washington, D.C. 20001, Sue Borowski, 111 Massachusetts Avenue, N.W., Washington, D.C. 20001, Joyce Floyd, Towson, Maryland 21204; William B. Cornell, III, Towson, Maryland 21204; Kathryn Gallagher and Julie Carabelli, 84 Bear Tavern Road, West Trenton, NJ 08628; Glenn D. Shaffer, 84 Bear Tavern Road, West Trenton, NJ 08628; P. Gentile, Towson, Maryland 21204.

5. INTERROGATORY: Provide the details of any or all conversations you had with any alleged agent or representative of Union Labor Life regarding the subject matter of this lawsuit, including the names of all persons present, during the conversation, the locations of each participant in each such conversation, the nature and substance of all that was said by the alleged agent of Union Labor Life and the nature and substance of all that was said by any participant in the conversation.

ANSWER: Zachary Rolnik had numerous conversations with representatives of the defendant including, but not limited to, Ettie Barsky, Julie Carabelli and employees of I.E. Shaffer who were acting on behalf of Union Labor Life Insurance Company. The plaintiff refuses to further answer this interrogatory on the grounds that it is overly broad, vague and burdensome and not an appropriate inquiry to be made by way of interrogatory.

6. INTERROGATORY: Identify all documents which relate to, refer to or contain any communication between you and any alleged agent or representative of Union Labor Life.

ANSWER: All such documents are attached hereto.

7. INTERROGATORY: State the nature and itemize separately the value of each liquidated loss or expense for which you claim compensation in this action, identify all persons with personal knowledge of each such loss or expense and identify all documents that relate or refer to each such loss or expense.

ANSWER: Liquidated loss or expenses

\$ 80,849.46 - Outstanding balance to Sheppard-Pratt
To Be Determined - Attorneys' fees
1,150.00 - Travel and administrative cost
6,300.00 - Halfway house expense

8. INTERROGATORY: If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each such loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all documents that relate or refer to or substantiate each such loss or damage.

ANSWER: Non-liquidated losses or damages

Approximately \$710,000.00 - Remaining coverage and liability for Debbie's insurance (satisfies \$1,000,000.00 coverage)
\$1,000,000.00 - Other damage

9. INTERROGATORY: If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each non-liquidated loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all documents that relate or refer to or substantiate each such loss or damage.

ANSWER: See answer 8 above.

10. INTERROGATORY: If you have ever been arrested, charged, indicated or convicted of any criminal offense under the laws of the United States or any state therein, describe in detail the nature of the charge, the ultimate disposition of the case, and, if you were found or pled guilty, the sentence imposed.

ANSWER: Not applicable.

11. INTERROGATORY: Identify all experts whom you propose to call as witnesses at the trial of this case and state the subject matter on which each such expert is expected to testify, all facts and opinions to which each such expert is expected to testify, and give a summary of the basis or grounds for each such opinion. Attach to your answers to these interrogatories copies of all reports, resumes, and statements received from each such expert.

ANSWER: The plaintiff has not decided at this time whether he intends to call an expert witness at the trial of this matter. Once that decision is made, the plaintiff will timely amend this answer.

12. INTERROGATORY: Identify all other persons not heretofore mentioned who have personal knowledge of any facts which are material to this action.

ANSWER: None other than those persons previously identified or whose names are identified in the various documents attached to these answers to interrogatories.

13. INTERROGATORY: Identify each document not heretofore mentioned containing facts which are material to this action.

ANSWER: None known of at this time.

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the foregoing answers to interrogatories are true and correct to the best of my information, knowledge and belief.

Deborah Rolnik
DEBORAH ROLNIK

Mark T. Mixer
Mark T. Mixer

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this *27th* day of *June*, 1988 a copy of the foregoing answers to interrogatories were mailed to Kenneth L. Thompson, Esquire, Lettie E. Moses, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; James R. Eyler, Esquire, Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 and to Thomas M. Trezise, Esquire, and Gary M. Burke, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland 21285.

Mark T. Mixer
Mark T. Mixer

IES

I. E. SHAFFER & CO.

840 BEAR TAVERN ROAD • CN 01028 • WEST TRENTON, N.J. 08628-0230
(609) 883-6688 • (800) 792-3666 (N.J. Only)

07/28/87

Mr. Joseph Rolnick
15919 Forsythia Circle
Del Ray Beach, FL 33445

Re: Hudson County Carpenters Welfare Fund

Dear Mr. Rolnick:

This letter is in follow-up to our telephone conversation concerning charges submitted by Sheppard and Enoch Pratt Hospital and Sheppard Pratt Physician's P.A. relative to treatment rendered your daughter, Deborah. As you are certainly aware, Deborah was confined at Sheppard Pratt for a period of almost three years beginning July 17, 1984. Because of the unusual nature of this claim and the duration of treatment, it was referred by us to the home office of the Union Labor Life Insurance Co. for review. The result of this review is that Union Labor Life has declined to make any further payment with respect to these charges. In addition, Union Labor Life has advised me that you should make no payments relative to these services. Any claim for payment by the hospital or the physician group should be directed by you to Union Labor Life Insurance Co.

In conducting their review, Union Labor Life referred all of the records concerning Deborah's care and treatment to an independent psychiatrist. The physician's review was based on medical necessity which involves two basic concepts:

1. That the patient's condition is such that a hospital level of care is required.
2. That the intervention of acute hospital care is likely to benefit the patient from the type of care given.


It is the opinion of the reviewing physician and Union Labor Life that neither of these conditions were satisfied with respect to the charges denied. At the time of her admission, Deborah's physician estimated her length of stay to be six months and her actual confinement went well beyond with little positive results.

A detailed explanation of their position was forwarded to Sheppard Pratt Hospital by Union Labor Life on April 29, 1987. A second letter dated June 4, 1987 was also forwarded to the hospital by Union Labor Life requesting that they forward any comments concerning the review within 30 days. No response has been received to date from the

Mr. Joseph Rolnick
07/28/87
Page 2

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Very truly yours,



Glenn D. Shaffer
I. E. Shaffer & Co.

GDS:

cc: Ettie Barsky

39,474 B-1

The

UNION LABOR LIFE INSURANCE COMPANY

111 MASSACHUSETTS AVENUE, N.W., WASHINGTON, D.C. 20001

ORGANIZED 1927

202/682-0900

August 5, 1986

RECEIVED

AUG 8 1986

Medical Records Department
Sheppard Pratt Inpatient
6501 N. Charles Street
Baltimore, Maryland 21285-6815

Re: Debra Rolnick
Patient No.: 39474-2
D.O.S.: 7/17/84-Still in
Policy No.: C-2023

QUALITY ASSURANCE OFFICE

Dear Sir:

We are presently reviewing the expenses incurred by the above referenced individual. To date we have the Physician's Progress Notes from 2/1/86-3/17/86 inclusive. Please send the Physician's Progress Notes from 7/17/84-1/31/86 and 3/18/86 to present.

To complete our review we will also require additional data. Please secure the following:

- | | |
|--|--------------------------|
| Admission Report | Social History |
| Nurses Progress Notes | Psychological Evaluation |
| Occupational/Recreational
Therapy Reports | Physician's Orders |
| Medication Reports | Laboratory Reports |
| | Complete Charts |

An early response would be greatly appreciated.

Very truly yours,

Sue Borowski

Sue Borowski
Cost Analyst

cc: ~~Inpatient Billing Department~~
David Wiater - *J.E. Sheffer*

RECEIVED
AUG 6 1986
PATIENT
ACCOUNTING

IES

I. E. S H A F F E R & C O.

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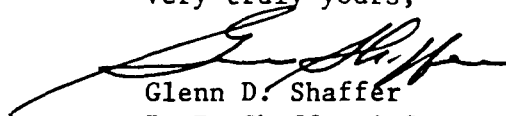
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Very truly yours,



Glenn D. Shaffer
I. E. Shaffer & Co.

GDS:

cc: Ettie Barsky

YOUR
BLUE CROSS
of New Jersey

Hospital Program

**HUDSON COUNTY CARPENTERS
WELFARE FUND**

My Blue Cross
Identification Number is 1810-01-1515-C1

Group Number 00-86707

*Please fill in the above numbers for ready reference.
They must be included whenever you contact Blue
Cross, Hospitals, contracting Nursing Homes and
Member Home Health Agencies so service to you
can be handled efficiently.*

FOREWORD

This Program gives you broad protection to help meet the costs of most illnesses and injuries.

This booklet describes the Program of health care services which is underwritten by Blue Cross of New Jersey and summarizes the benefits and essential features of the Program.

We suggest that you read this booklet carefully to become familiar with the many benefits available for the protection of yourself and your family during times of unforeseen accident or illness.

This booklet replaces any Blue Cross booklets or certificates you may have previously received.

This booklet is not a contract and contains only a general description of your Blue Cross benefits. These benefits are subject to the terms, conditions, and limitations of the Master Contract issued to your group and to the provisions of applicable State Laws. If you need additional information, contact your Enrollment Official.

Important Information that You Should Know about the Program

How to Enroll . . . You may enroll in the Blue Cross Program by completing an enrollment card. If you enroll your dependents, their coverage will become effective on the same date as your own.

If you fail to enroll promptly you cannot enroll until a subsequent open enrollment period. If you enroll for yourself but fail to include your eligible dependents, they cannot be registered for coverage until a subsequent open enrollment period.

Commencement of Protection . . . Any enrolled person who is confined in a hospital when Blue Cross coverage would normally start will not receive hospital benefits under this Program any time during that confinement.

Maternity benefits as described in the Maternity Care Section of this booklet will be available to a female employee or any employee's enrolled wife.

Eligible Dependents . . . Your eligible dependents are your spouse, and your unmarried children through the end of the benefit month in which they marry or through the end of the calendar year in which they become age 23. Enrollment may be continued under Family and Parent and Child(ren) coverage beyond age 23 for an unmarried child who is incapable of self-support because of mental retardation or physical handicap that commenced prior to age 19, for as long as these conditions continue to exist, provided each such child has been continuously covered under this Program as your dependent since before age 19. Proof of such incapacity must be received by the Plan within 31 days following the end of the calendar year in which the child reaches age 23. See your Enrollment Official for the necessary forms.

Stepchildren and legally adopted children and your own or your spouse's legal ward(s) who reside with you and are chiefly dependent upon you for support may also be included as eligible dependents. See your Enrollment Official for the necessary forms.

Types of Coverage Available . . . You may enroll for Single coverage, which only provides coverage for yourself; Parent and Child(ren) coverage, which provides benefits for yourself and your eligible children but not for your spouse; or Family coverage, which provides benefits for yourself and your spouse and your eligible children.

Change in Enrollment . . . If you want to change the type of coverage you hold, consult your Enrollment Official. A person who is single now but marries later should arrange within 60 days before marriage, but not later than 60 days afterwards, to complete a new enrollment card to enroll the spouse.

Should any other change in family status occur, such as your youngest child attaining the termination age, adoption of a child, death or divorce, see your Enrollment Official promptly to make any necessary change in your type of coverage. When children are born under a type of coverage which already provides for dependent children, completion of a new enrollment card is not required since they are covered automatically from date of birth.

If you have Single coverage, benefits will be provided for a newborn from the date of birth if you apply for Family or Parent and Child(ren) coverage within 31 days of the birthdate.

If you apply for Family coverage within 31 days of the birthdate, the coverage will be effective on the 32nd day following the date of birth.

If your application for enrollment of your newborn is submitted between 32 and 90 days following the birthdate, the coverage will be effective the 1st day of the benefit month following the date the application is submitted.

Newborn infants are automatically included under their parent's Family or Parent and Child(ren) coverage.

Continuity of Protection . . . Your coverage ceases on the last day of the benefit month in which your enrollment in this Program terminates. However, should you or any of your dependents be receiving covered inpatient care at the time your coverage terminates, Blue Cross benefits will continue to be provided to the extent available for that confinement.

If your enrollment in this Program is terminated, you may continue Blue Cross protection. You simply transfer to the direct payment hospital coverage offered by Blue Cross of New Jersey.

Transfer to direct payment Blue Cross protection is also permitted for your children when they marry or when they cease to be eligible dependents and for any surviving eligible dependents in the event of your death while enrolled in the Program.

When your child is no longer eligible for coverage as your dependent, he is responsible for taking prompt action to obtain separate enrollment. To assure uninterrupted protection, application (or proof of incapacity in the case of a mentally retarded or physically handicapped child) should be sent directly to Blue Cross of New Jersey at 33 Washington Street, Newark, New Jersey 07102 within 31 days of the date on which your child's coverage will terminate.

Continuity of Protection for Surviving Dependents . . . Under New Jersey Law, covered dependents of a deceased employee may have coverage continued under a group health benefits program for at least 180 days after the employee's death. Contact your Enrollment Official for further details.

Definitions . . . An approved hospital is an institution which qualifies under the laws governing hospital service corporations to render hospital care.

A "Member Hospital" is one which has agreed with Blue Cross of New Jersey to provide covered-in-full services to New Jersey subscribers.

A "member hospital of another Blue Cross Plan" is one which has agreed with that Plan to provide its contract services to subscribers.

A "non-member hospital" is any approved hospital which does not have an agreement with any Blue Cross Plan and which is not other than incidentally a rest home or nursing home, or an institution for the aged or for the care and treatment of drug addicts.

A "Contracting Nursing Home" is an approved extended care facility or an approved nursing home which has agreed with Blue Cross of New Jersey to provide nursing home services to New Jersey subscribers.

A "Member Home Health Agency" is an approved home health agency which has agreed with Blue Cross of New Jersey to provide skilled nursing services and other therapeutic services to New Jersey subscribers.

A "Contracting Surgicenter" is a State-licensed, free-standing surgical center which contracts with any Blue Cross Plan to provide ambulatory, same day surgical services.

A "Non-Contracting Surgicenter" is a State-licensed, free-standing surgical center which has no contract with any Blue Cross Plan.

A "Benefit Year" is the 12 month period beginning on the date shown on your Identification Card.

Surgicenter Benefits . . . Your Blue Cross coverage provides benefits for ambulatory, same-day surgery in a Contracting or Non-Contracting Surgicenter. If you should go to a Non-Contracting Surgicenter, Blue Cross of New Jersey will reimburse you up to \$30 for same-day surgery. Ambulatory care in a surgicenter counts as one hospital day and will reduce the number of your available hospital days by one.

Hospital Benefits

When you are admitted to a New Jersey Blue Cross Member Hospital where most services are covered in full, you simply show your Blue Cross Identification Card to the admitting clerk. (If you are eligible for Medicare benefits, also advise the admitting clerk of your Medicare HIB Number.) Blue Cross of New Jersey will pay the hospital directly for covered services. You are not bothered by requests for payment in advance.

The same ease in obtaining benefits prevails when the hospital is a member hospital of another Blue Cross Plan. When you are admitted to such a hospital as an inpatient, show the admitting clerk your Blue Cross Identification Card (and advise the clerk of your Medicare HIB Number if you are eligible for Medicare benefits). You will receive that Blue Cross Plan's benefits for the remaining number of days eligible under this Program. If you are admitted as an outpatient, reimbursement for eligible services of up to \$30 a day will be made directly to you. Send the itemized bill to Blue Cross of New Jersey at 33 Washington Street, Newark New Jersey 07102. Please include any Explanation of Benefits forms you receive from Medicare.

If you are admitted to any other approved hospital which is not a part of the Blue Cross network (a non-member hospital), reimbursement for eligible services of up to \$30 a day is made either to you or to the hospital. If you pay the hospital, send the itemized bill to Blue Cross of New Jersey at 33 Washington Street, Newark, New Jersey 07102. If you are eligible for Medicare benefits, also include any Explanation of Benefits forms you receive from Medicare.

If, for any reason, your claim is not eligible, you will be notified by Blue Cross of New Jersey within 90 days of receipt of your claim. To request a review of the claim, you should follow the instructions described in the "Claims Appeal" section of this booklet.

Inpatient Care in Semi-Private Accommodations . . . If an injury or illness makes your hospitalization in a Member Hospital medically necessary, your bed and board, including special diets and general nursing care (but not private duty nurses), are covered in full, except as limited herein, for the number of benefit days to which you are entitled.

AND — these essential services when charged for by the hospital are also fully covered if they are consistent with the diagnosis and treatment of the illness or injury for which you are hospitalized:

- Use of operating, delivery and treatment rooms and equipment
- Use of recovery rooms and equipment
- Laboratory examinations
- X-ray examinations
- All recognized drugs and medicines for use in and customarily supplied by the hospital
- Oxygen and use of equipment for its administration

- Dressings and plaster casts
- Serums, vaccines, intravenous preparations and visualizing dyes
- Use of cardiographic and encephalographic equipment and services of hospital employees in connection with their use
- Use of physiotherapeutic and hydrotherapeutic equipment and treatment rendered by a hospital employee using such equipment
- Anesthesia supplies and use of anesthesia equipment; administration of anesthetics by a hospital employee
- Surgically implanted cardiac pacemakers, including batteries, electrodes and replacements thereof
- Use of blood transfusion equipment, administration of blood; blood processing services provided by the hospital or provided and charged for by a non-profit blood supplier.

Covered Length of Stay . . . Benefits are provided for you and each of your covered dependents for up to 120 full benefit days of hospital care during each Benefit Year.

There are, however, these limitations:

- A total of 20 full benefit days is allowed for tuberculosis, mental, or nervous conditions, drug addiction, contagious diseases and after-effects of these conditions
- 20 full benefit days are allowed in all hospitals operated by a governmental body or agency, except that in Member Hospitals located in New Jersey and operated by a county or municipality, this particular limitation does not apply
- Blue Cross of New Jersey will also pay \$5 per day toward hospital charges for an additional 245 days in the same Benefit Year, except when the admission is related to any of the health conditions or situations listed above.

Private Accommodations . . . When you occupy a private room in a Member Hospital, you are covered in full for the same wide range of services as in semi-private accommodations. You will have to pay the difference between the hospital's charges for the private room and the average semi-private room and board rate in the same area of service of the hospital.

Maternity Care . . . Hospital services for any condition related to pregnancy, including childbirth or miscarriage, are covered by Blue Cross of New Jersey for an enrolled female employee or for the enrolled wife of an employee.

Care of Newborn Infants . . . When concurrent hospital services are rendered to an infant during the initial joint stay with the mother, such services to the infant are covered in the regular Maternity Care benefit. However, if an enrolled newborn infant has a diagnosed condition which requires hospital services after the mother's discharge, benefits

are provided for the infant but only if your type of coverage includes dependent children.

Dental Care . . . Payment for hospital services as either an inpatient or outpatient will be provided for extraction of impacted molars or impacted bicuspid, for treatment of accidental injuries from external cause, for oral surgery (except extractions which are not impacted) or for treatment of malignancy of the mouth. Hospital care during an admission for any other dental service is eligible only if hospitalization is necessary because of a non-dental condition.

Outpatient Care . . . Benefits are provided if you are not admitted as a bedpatient but use a hospital outpatient department under the following circumstances . . .

- treatment of an injury caused by accidental means
- cutting and cauterizing surgery and certain surgical diagnostic procedures
- application of plaster casts
- blood transfusion and/or paracentesis
- treatment of eligible dental conditions shown in the "Dental Care" section of this booklet
- cardiac pacemaker follow-up examination
- removal of implanted orthopedic hardware
- hemodialysis
- treatment of poisoning.

Coverage is provided for the same hospital services that are eligible for inpatients with the exception of bed and board and physical therapy.

Pre-Admission Testing . . . Pre-Admission Testing (PAT) means that those diagnostic tests which are eligible under your coverage on an inpatient basis may be conducted on an outpatient basis prior to your actual admission to a Member Hospital, if the hospital is one which has agreed with Blue Cross of New Jersey to participate in PAT. Either your doctor or your hospital can advise you about this. PAT is conducted at the discretion of your attending physician and is covered only if you are scheduled for subsequent admission to the hospital for treatment of the diagnosed condition which made the test necessary. However, in the event that your scheduled admission does not take place, the testing may still be covered, but only if the admission is postponed or cancelled for one or more of the following reasons:

- The tests show a condition requiring medical treatment prior to admission
- You develop a medical condition that delays the admission
- A hospital bed is not available on the scheduled date of admission
- PAT indicates that, contrary to your attending physician's expectation, the admission is not necessary.

Contracting Nursing Home and Home Care Benefits . . . Immediately following an eligible hospital stay of at least 3 days, you may be transferred by your attending physician to a Contracting Nursing Home if he prescribes that you need skilled nursing care and treatment on a continuing basis for the diagnosed condition for which you were hospitalized, or, you may receive services provided by a Contracting Home Health Agency if the physician prescribes that you need continued skilled care, therapeutic services and treatment for the condition for which you were hospitalized and provided that such services are billed by and payable to a Contracting Home Health Agency.

Eligible Contracting Nursing Home services include:

- Inpatient care in semi-private accommodations
- The same wide range of services that are available to hospital inpatients as described in this booklet, when such services are available at the Contracting Nursing Home and are consistent with the treatment prescribed by your physician
- Up to 30 days are available during each admission. Every two days in a Contracting Nursing Home count as one full benefit day and will be eligible only if you have not used all of your full benefit days.

Eligible Home care Services include:

- Intermittent skilled nursing service by or under the supervision of a registered professional nurse
- Medical Social Services
- Physical Therapy by a registered physical therapist
- Speech Therapy
- Other services and supplies except drugs and hemodialysis, which are available to hospital outpatients under this program
- Services by a home health aide, while you are also receiving either skilled nursing service, physical therapy or speech therapy
- Up to 60 visits are available in the 120 days following hospital discharge. If more than one Home Care service is rendered in one day, each service shall be counted as a separate visit. Every 3 visits are counted as 1 full benefit day and will be eligible only if you have not used all of your full benefit days.

Renewal of Benefit Days . . . Benefit days for hospital care will be renewed on the date your new Benefit Year starts, provided that, for related conditions, 90 days or more have elapsed from the later of (a) the date of your last discharge from an approved hospital or (b) the last day for which you received Contracting Nursing Home or Home Care Benefits.

If you are in an approved hospital or Contracting Nursing Home or receiving Home Care services at the time your benefit days would renew, you will be covered only for the unused number of days from the benefit year in effect when the admission occurred.

How to Claim Contracting Nursing Home and Home Care Benefits . . . Once your physician has prescribed Contracting Nursing Home or Home Care services, present your Blue Cross Identification Card to the Contracting Nursing Home or in the case of a Home Health Agency, present your Identification Card to the individual who renders the services at your home. The Contracting Nursing Home or the Home Health Agency will then bill Blue Cross of New Jersey directly for covered services.

ALCOHOLISM TREATMENT BENEFITS

Covered Length of Stay . . . Benefit days for treatment of alcoholism are provided on the same basis as, and counted as, part of the number of hospital days available under your group's program for any general medical condition. Inpatient days for eligible care in a Detoxification or a Residential Facility are counted as hospital days and are charged against the period required between readmissions for renewal of Benefit Days. Each eligible outpatient visit for Ambulatory Care is also charged against the available Benefit Days.

Inpatient Care . . . Benefits are provided for available benefit days for inpatient treatment of alcoholism when prescribed by a licensed physician, in the following facilities:

Approved Hospital . . . only for the number of days of care necessary for inpatient treatment of the acute state of alcoholism and for medical detoxification.

- The hospital services described in your benefit booklet are eligible when required for acute care and treatment of alcoholism.

Detoxification Facility . . . licensed as such by the State of New Jersey, or meeting the same standards if out-of-state . . . only for the number of days necessary for medical detoxification.

Residential Facility . . . licensed, certified or approved for treatment of alcoholism by the State of New Jersey, or meeting the same standards if out-of-state . . . rehabilitation services are covered only for the number of days necessary for the patient's condition.

The eligible services provided by a Detoxification or Residential Facility during a covered inpatient admission are:

- Bed and board in semi-private room;
- General nursing services;
- Services of the staff (voluntary or paid employees of the Facility) including necessary trained professionals contracted or paid for by the Facility;
- Biologicals, solutions, drugs, medicines and medications used while the patient is in the Facility and which, at the time prescribed, are in commercial production and commercially available to the Facility;

- Laboratory tests necessary for patient care (but not X-rays);
- Psychological testing by a licensed psychologist;
- Individual and group therapy or counseling;
- Family counseling; and
- Occupational therapy (but not diversional/recreational therapy or activity).

Ambulatory Care . . . Rehabilitation services on an ambulatory basis, prescribed by a licensed physician, and provided under a program approved by the New Jersey State Division of Alcoholism, will be covered when provided as outpatient services by an Approved Hospital or Residential Facility or as after-care by a Detoxification Facility.

The eligible rehabilitation services are:

- Services of staff, including necessary trained professionals;
- Individual and group therapy or counseling;
- Family counseling; and
- Initial diagnostic evaluation in the outpatient department or clinic of an Approved Hospital.

Payments . . . Payment for any of these covered services in a Blue Cross of New Jersey Member Facility or in a non-member facility will be made on the same basis as described in your benefit booklet for member and non-member hospital services.

Coordination of Benefits . . . All benefits for eligible expenses under this Program will be excluded to the extent that benefits for such expenses are or would be available or provided under any other group plan, to which an employer contributes or makes payroll deductions, either when such other plan does not include a coordination of benefits provision or when such other plan does include such provision but has the primary liability.

In determining whether this Program or another plan is primary, the following shall apply:

- (1) The plan covering the patient other than as a dependent will be the primary plan.
- (2) Where both plans cover the patient as a dependent child, the plan covering the patient as a dependent child of the male subscriber will be the primary plan.
- (3) Where the determination cannot be made in accordance with (1) or (2) above, the plan which has covered the patient for the longer period of time will be the primary plan.

This Program will provide its regular benefits in full when it is the primary plan. As a secondary plan, this Program will provide a reduced amount which when added to the benefits under other group plans will equal up to 100% of the charges for the patient's eligible expenses under this Program, but in no event will this Program's liability as a secondary plan exceed its liability as a primary plan.

CLAIMS APPEAL

You or your authorized representative may appeal and request Blue Cross of New Jersey's reconsideration of any claim or any portion(s) of a claim for which you believe benefits have been erroneously denied. This inquiry may be made by either telephoning Customer Information Department at 201-456-3033 or writing to Blue Cross of New Jersey's Claim Department at 33 Washington Street, Newark, New Jersey 07102. The following information must be given at the time of each telephone or written inquiry:

Name(s) and Address(es) of Patient and Subscriber

Subscriber's Blue Cross of New Jersey Identification Number

Date of Service

Provider's Name . . . Hospital, Extended Care Facility or Home Health Agency

Reason you think claim should be reconsidered.

If you have any additional information or evidence about the claim which was not given when the claim was first submitted, be sure to include it.

Upon request, you have the right to review pertinent documents. Copies of the Contract are available from your employer. Your employer may charge you a reasonable amount to furnish a copy to you. A copy of other pertinent material relative to your claim will be made available from Blue Cross of New Jersey. In some cases, written authorizations to release certain information will be necessary and you will be informed accordingly.

Inquiries must be made within 12 months of the date you first were notified of the action being taken to deny all or part of your claim. Upon receipt of the telephone or written inquiry, Blue Cross of New Jersey will research and review the claim thoroughly and notify you in writing of the decision on your appeal within 60 days of the receipt of the appeal. However, special circumstances such as delays by the employee or provider in submitting necessary information may require an extension in this 60 day period.

If legal action is brought against Blue Cross of New Jersey for a claim that has been wholly or partially denied, the action must be brought within 12 months of the first denial, or if the claim has been appealed, within 12 months of the denial of the appeal.

Exclusions

To assure proper use of benefits, certain exclusions are necessary. For example, under this Program no benefits are provided for:

- Hospital, Contracting Nursing Home or Home Care services primarily for bed rest, rest cure, convalescent, custodial or sanatorium care, diet therapy or diagnostic studies; Hospital or Contracting Nursing Home Care primarily for occupational therapy, rehabilitation therapy or physical therapy
- Services during a Hospital or Contracting Nursing Home admission which is not medically necessary or for Home Care Services which are not medically necessary
- Services for any sickness, disease or injury occurring during military service
- Services for any sickness, disease or injury arising out of or in the course of employment and for which benefits and/or compensation are wholly or partially available under any Worker's Compensation or occupational disease law or similar legislation whether or not the person properly asserts his or her rights under such legislation and whether or not there are recoveries against third parties for damages
- Services which are eligible to be covered under the laws of the national, state, provincial or local government of any country whether or not the patient asserts his rights to obtain such coverage. For those who are eligible to be enrolled under the Federal Medicare Program, the benefits described in this booklet will be reduced to the extent that they are available under Medicare
- Doctor services including anesthesiologists (other than interns or physicians employed by the hospital)
- Services rendered before or after the time necessary for the treatment of the diagnosed condition or beyond the available number of eligible days
- Transportation services of any kind
- Private duty nurses
- Skin or other tissue used for grafting
- Any examination, procedure or supply not necessary for or incidental to the diagnosis and treatment of a sickness or injury
- Services covered by any other non-profit hospital service plan, medical-surgical plan, or dental service plan
- Services otherwise eligible for Blue Cross benefits when rendered by persons not employed by or under contract with an approved hospital, a Contracting Nursing Home or a Member Home Health Agency
- Blood, plasma or other blood components or derivatives when used as a blood substitute
- Consultations required by hospital regulations
- Hospital services in institutions in the United States (including Puerto Rico) operated by the federal government unless the services are of an emergency nature for accidental injury from external cause

Exclusions (Continued)

- Hospital services in connection with dental care except as previously specified
- Prosthetic devices or the purchase, rental or use of special braces, appliances or equipment
- Radium, radon, radioactive isotope, or X-ray therapy
- Services rendered by a non-contracting nursing home or home health agency
- Home care services for care of mental, psychoneurotic and personality disorders, tuberculous conditions, alcoholism, drug addiction and all after-effects resulting from these conditions
- Housekeeping services unless they are incidental to the eligible services of a home health aide
- Personal comfort and convenience items
- Claims to Blue Cross of New Jersey unless they are submitted within one year from the date of termination of the eligible care
- Services for any condition related to pregnancy of a child dependent
- Services necessitated by a motor vehicle accident to the extent that such services are collectible under the Personal Injury Protection or compulsory Medical Payments provisions of an automobile insurance contract issued pursuant to New Jersey law or under any federal or state law requiring such coverage regardless of fault, whether or not you assert your rights to obtain such coverage
- Blue Cross benefits for any condition, including alcoholism treatment, will be provided only for the length of time and at the level of care . . . hospital, detoxification facility, residential facility, ambulatory care . . . medically necessary for the patient's condition. The non-availability of other facilities will not be considered a valid reason for admitting a patient to a higher level of care than is medically required for his condition.

HUDSON COUNTY CARPENTERS
WELFARE FUND

BENEFITS PROVIDED BY
THE UNION LABOR LIFE INSURANCE
COMPANY

GROUP POLICY #C-2023 AND G-875

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SCHEDULE OF BENEFITS

BENEFITS FOR ACTIVE EMPLOYEES ONLY:

Life Insurance	\$	5,000.00
Accidental Death and Dismemberment (Effective 4-1-85)		
Principal Sum	\$	5,000.00
Loss of Time Benefit		
Weekly Indemnity	\$	100.00
Waiting Period for Disability:		
Due to Accident		None
Due to Sickness		7 Days
Maximum Period of Benefits		13 Weeks

BENEFITS FOR ACTIVE EMPLOYEES, RETIREES, AND THEIR ELIGIBLE DEPENDENTS:

Surgical Expense Benefit		
Maximum Surgical Expense Benefit	\$	800.00*

* The maximum payment per procedure is shown in the Schedule of Operations.

Second Surgical Opinion Expense Benefit		
Maximum Payment (per consultation)	\$	100.00

Alcoholism Treatment Expense Benefit		
Inpatient	Same As Any	Other Disability.
Outpatient	Reasonable and	Customary Charges.

The maximum payment for one outpatient care visit shall not exceed the maximum amount payable for one day of inpatient care.

Major Medical Expense Benefit		
Deductible Amount (per Benefit Period)	\$	100.00
(maximum - 3 deductibles per family)		
Benefit Payable (after Deductible):		
First \$2,000.00 of Covered Charges		80%**
Balance of Covered Charges for remainder of that benefit period		100%
Maximum Lifetime Benefit	\$	\$1,000,000.00

** The Benefit Payable for the Outpatient Treatment of Mental and Nervous Disorders is 50% after the Deductible.

Vision Expense Benefit		
Maximum Payment	As Per Schedule of	Vision Allowances

Hearing Care Expense Benefit		
Deductible Amount (per Benefit Period)	\$	50.00
Benefit Payable (after Deductible)		80%
Maximum Payment (Lifetime)	\$	400.00

SCHEDULE OF BENEFITS

(Continued)

BENEFITS FOR ACTIVE EMPLOYEES AND THEIR DEPENDENTS ONLY:

Dental Expense Benefit		
Deductible (combined with Major Medical)	\$	100.00
Coinsurance Percentage (after Deductible):		
Routine Oral Examination (Oral Examinations, X-rays, Prophylaxis and Fluoride Treatments)		100%
Basic Services (Restorations except crowns, minor periodontics and simple extractions)		80%
Major Services (Prosthodontics, Endodontics, Major Periodontics and Oral Surgery)		50%
Orthodontics		50%
Maximum Amounts:		
Per Benefit Period	\$	1,000.00
For Orthodontics (Lifetime)	\$	1,000.00

THIS PLAN DOES NOT PROVIDE PREGNANCY BENEFITS FOR DEPENDENT CHILDREN. IT DOES PROVIDE BENEFITS FOR A DEPENDENT CHILD'S COMPLICATIONS OF PREGNANCY.

ELIGIBILITY RULES

PERSONS ELIGIBLE

All active and retired employees will become eligible for insurance in accordance with the Rules of Eligibility adopted and amended from time to time by the Board of Trustees of the Welfare Fund. A description of these rules is contained in the Summary Plan Description.

TERMINATION OF YOUR COVERAGE

Your coverage under this Plan will terminate on the earliest of the following:

- a. the date the Plan terminates;
- b. the date you are no longer a member of an eligible class;
- c. the date a change is made in the Plan to terminate insurance for your class;
- d. the date premium payments on your behalf cease; or
- e. the date you fail to meet the requirements for continued eligibility as noted in the Summary Plan Description.

YOUR ELIGIBLE DEPENDENTS

Your eligible Dependents are your lawful spouse, and each unmarried child under the age of 19. If your unmarried child is dependent upon you for support and maintenance and is attending an accredited school or college as a full-time student, he will continue to be eligible until the date he is no longer a full-time student or the date he attains age 25, whichever is earlier.

An unmarried child whose insurance would otherwise terminate solely due to reaching the limiting age will continue to be eligible IF:

- a. the child cannot work due to mental retardation or physical handicap;
- b. the child became so incapable before reaching the limiting age;
- c. written evidence of such incapacity is sent to the Company with respect to any such child by the later of 31 days after he attains the limiting age or 31 days after you have received notification of his eligibility; and
- d. proof that he is so incapable is sent to the Company from time to time at its request.

"Child" includes stepchild, adopted child and foster child, but only if such child is dependent upon you for support and maintenance.

If a Dependent is also eligible for benefits as an employee under this Plan, he will not be considered an eligible Dependent.

EFFECTIVE DATE OF DEPENDENTS' COVERAGE

Normally, coverage for your Dependents starts on the date your coverage starts or on the date you acquire an eligible Dependent.

ELIGIBILITY RULES

(Continued)

However, if your Dependent is in the Hospital on the date his coverage would normally start, coverage under this Plan will not start until the day after he has been finally discharged from the Hospital.

Exception: If a newborn Dependent child incurs charges for services because of disease, injury, congenital abnormality or hereditary complications, coverage will begin from birth. Routine, normal nursery charges, however, are not covered.

TERMINATION OF YOUR DEPENDENTS' INSURANCE

Your Dependents' insurance will terminate on the earliest of the following:

- a. the date your insurance terminates;
- b. the date a change in the Plan terminates Dependents' Insurance; or
- c. the date a Dependent is no longer an Eligible Dependent as defined.

DEFINITIONS

These are some of the terms used in your booklet. Some other terms are described where they are used. PLEASE READ THEM CAREFULLY. It can help you to better understand what your benefits are.

1. **"Company"** means The Union Labor Life Insurance Company.
2. **"Complications of Pregnancy"** means:
 - (a) conditions that require Hospital confinements (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy; or
 - (b) nonelective Caesarean section; ectopic pregnancy which is terminated; and spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.
3. **"Covered Charges"** means the Reasonable and Customary charges which are incurred for the medically necessary treatment of conditions that are covered under this Plan.
4. The term **"Hospital"** means an institution which:
 - A. is primarily engaged in providing, by or under the supervision of Physicians, inpatient diagnostic and therapeutic services for medical diagnosis, treatment and care of injured, disabled or sick persons, or rehabilitation of injured, disabled or sick persons; and
 - B. maintains clinical records on all patients; and
 - C. has bylaws in effect with respect to its staff of Physicians; and
 - D. has a requirement that every patient be under the care of a Physician; and
 - E. provides 24-hour nursing service rendered or supervised by a registered professional nurse; and
 - F. has in effect a hospital utilization review plan; and
 - G. is licensed pursuant to any state or agency of the state responsible for licensing Hospitals; and
 - H. has accreditation under one of the programs of the Joint Commission on Accreditation of Hospitals.

"Hospital" does not mean any institution, or part thereof, which is used principally as a rest facility, nursing facility, convalescent facility or facility for the aged or for the care and treatment of drug addicts or alcoholics, except as mandated by State Law. It does NOT mean any institution that makes a charge that you or your Dependents are not required to pay.
5. **"Illness"** means a bodily sickness, disorder or disease of the insured.
6. **"Injury"** means all damage to your or your eligible Dependent's body which is caused by an accident.

DEFINITIONS (Continued)

7. **"Physician"** means a duly licensed doctor of medicine authorized to perform medical or surgical service within the lawful scope of his practice, and shall also include any other health care provider or allied practitioner as mandated by State Law.
8. **"Reasonable and Customary"** means the usual charge made by a person, a group or an entity which renders or furnishes the services, treatment or supplies that are covered under this Plan. In no event does it mean a charge in excess of the general level of charges made by others who render or furnish such services, treatments or supplies to persons: (a) who reside in the same area; and (b) whose illness is comparable in nature and severity. The term "area" means a county or such greater area that is necessary to obtain a representative cross section of the usual charges made.
9. The term **"Totally Disabled,"** when used in reference to the Health coverage, means, with respect to you, that you, due solely to Injury or Illness, are prevented from engaging in your regular or customary occupation or employment. With respect to an insured Dependent, this means that he, due solely to Injury or Illness, is prevented from engaging in substantially all of the normal activities of a person of like age and like sex who is in good health. This definition does NOT apply to Life Insurance.

WHENEVER A PERSONAL PRONOUN IN THE MASCULINE GENDER IS USED, IT WILL BE DEEMED TO INCLUDE THE FEMININE UNLESS THE CONTEXT CLEARLY INDICATES THE CONTRARY.

**LIFE INSURANCE BENEFIT
(For Active Employees Only)**

If you die from any cause while you are insured, the proceeds will be paid to your beneficiary. The proceeds may be paid in monthly or annual installments.

BENEFICIARY

You may name anyone you wish as your beneficiary. You may change your beneficiary at any time by completing the proper form. The change will be effective when the Company receives the completed form at its Home Office.

TOTAL AND PERMANENT DISABILITY

If you become totally and permanently disabled before age 60, your life insurance will continue at no cost to you for twelve months. Coverage will further continue during such disability, without payment of premium, if:

- a. you send written proof of your disability to the Company no later than 12 months after the start of your disability; and
- b. the proof shows that you were totally and permanently disabled for at least 9 months, and that such disability will presumably continue to exist.

Premiums will be waived every 12 months if you submit proof of continuing total and permanent disability each year, within 3 months of the anniversary date the initial proof of your disability was received by the Company.

THE AMOUNT OF INSURANCE THAT IS CONTINUED

The amount of life insurance that will be continued, while you are permanently and totally disabled, will be the amount which was in force at the time premium payments were discontinued on your behalf as a result of your disability.

THE MEANING OF TOTALLY AND PERMANENTLY DISABLED

This means that, due solely to illness or injury, you are prevented from engaging in any business, occupation or employment for remuneration or profit.

BENEFITS WILL CONTINUE . . .

Benefits will continue under this extension until the earliest of:

- a. 31 days after the date you are no longer totally and permanently disabled;
- b. the date you fail to furnish the Company with proof of your continued disability (which must be within 3 months of the anniversary date the initial proof of disability was received by the Company); or

**LIFE INSURANCE BENEFIT
(Continued)**

- c. the date you fail to be examined by a Physician if so requested by the Company. Such an examination will not be required more than once a year after your insurance has been continued under this extension for two full years.

CONVERSION PRIVILEGE

If you are no longer eligible for group life insurance, you may convert that benefit to any form of individual life insurance usually offered by the Company, except for Term Insurance.

You will not need a medical examination. But you must complete the application form and send it with the first premium payment to the Company no later than 31 days after your group life insurance has terminated.

The face value of your new policy cannot be more than the amount you had under the group Plan. The rate you pay will depend upon your age and your class of risk at the time of your conversion.

You may also convert if your life insurance benefits terminate because the policy terminates, or because life insurance benefits for your class terminate. In this case, however, you must have been covered under the group Plan for at least 5 years. You may convert the LESSER of the following amounts:

- a. the amount of life insurance you have under this Plan, less any new amount you may have or for which you may become eligible under another group plan within 31 days of the termination; or
- b. \$2,000.00.

If you should die during the 31-day period after your group life insurance has terminated, the Company will pay the group life insurance benefits to the last beneficiary you named, whether or not you applied for an individual life insurance policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(24-Hour Coverage)
(For Active Employees Only)**

This benefit will be payable if, while insured, you sustain any of the losses mentioned below as a result of purely accidental means. The loss must take place within 90 days from the date of the accident for the benefits to be payable. This benefit is in addition to your other benefits under this Plan.

WHO WILL RECEIVE BENEFITS

For loss of life, benefits will be paid to the beneficiary you name. For any other loss, the benefits will be paid to you.

THE BENEFITS

FOR LOSS OF:	THE BENEFIT IS:
LIFE.....	THE PRINCIPAL SUM
TWO HANDS.....	THE PRINCIPAL SUM
TWO FEET.....	THE PRINCIPAL SUM
SIGHT OF TWO EYES.....	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT.....	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE.....	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE.....	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT.....	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE.....	ONE-HALF THE PRINCIPAL SUM

If you suffer more than one loss in any one accident, no more than the full amount of your benefit will be paid. The full amount is the Principal Sum.

DEFINITIONS

1. "Principal Sum" is the benefit amount shown in the Schedule of Benefits.
2. "Loss of hand or foot" means that the limb is severed at or above the wrist or ankle joint.
3. "Loss of sight" means the total and irrecoverable loss of sight.

BENEFICIARY

You may name anyone you wish as your beneficiary. You may change your beneficiary at any time by completing the proper form. The change will be effective when the form is received by the Company at its Home Office.

LOSSES THAT ARE NOT COVERED

No benefit is payable under this section if your death or any loss is caused directly or indirectly, wholly or partly, by:

- a. bodily or mental illness or disease of any kind;

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Continued)**

- b. ptomaines or bacterial infection (except infections caused by pyogenic organisms which occur with and through an accidental cut or wound) or hernia;
- c. intentional self-destruction or self-inflicted Injury, while sane or insane;
- d. participation in the commission of a felony;
- e. war or an act of war;
- f. service in any military, naval or air force of any country while such country is engaged in war; or
- g. police duty as a member of any military, naval or air organization.

**LOSS OF TIME BENEFIT
(For Active Employees Only)**

You are entitled to this benefit if, while insured, you become totally and permanently disabled and cannot work. The disability must be caused by an injury or illness that is not employment-related for benefits to be payable.

YOUR BENEFITS

The amount of your weekly benefit is shown in the Schedule of Benefits.

Your benefits will begin on the first day of disability if it is due to an injury and on the eighth day of disability if due to an illness.

The maximum period for which benefits are payable is shown in the Schedule of Benefits.

SUCCESSIVE DISABILITIES

Successive periods of disability will be considered as one period of disability unless the next period:

- a. begins after you have returned to active, full-time work for at least two consecutive weeks; or
- b. results from causes entirely unrelated to the causes of the previous disability, and you have returned to work for at least one full day.

You do not have to be confined to your home to receive benefits. However, you must be under the care of a Physician.

DISABILITIES THAT ARE NOT COVERED

No benefits are payable for a period of disability:

- a. during which you are not under the direct care of a Physician. A period of disability will not be considered as having started more than three days before the date you first see a Physician for the condition which caused the disability; or
- b. that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws.

MATERNITY BENEFITS

Benefits for maternity will be payable in the same manner as any other disability (Injury or Illness) under the Plan, for a female member or an eligible Dependent spouse. However, elective abortions are NOT covered, except:

- a. for complications of an abortion; or
- b. where the female insured's life would be endangered if the fetus were to be carried to term.

OBSTETRICAL PROCEDURES

Normal Delivery of child or children	\$ 320.00
Caesarean section, including delivery	640.00
Abdominal operation for extrauterine pregnancy	640.00
Miscarriage	160.00

NO MATERNITY BENEFITS ARE PAYABLE FOR A DEPENDENT CHILD, EXCEPT FOR COMPLICATIONS OF PREGNANCY, AS DEFINED.

VOLUNTARY STERILIZATION

If you or your spouse incur expenses in connection with an operation for the purpose of sterilization, you will be reimbursed the fee charged by the Physician for the operation up to the amount payable in accordance with the Schedule of Operations in effect.

SURGICAL EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent undergo surgery as a result of an Injury or Illness that is not employment-related. A Hospital confinement is not required for benefits to be payable.

YOUR BENEFITS

The benefit payable will be the actual fee charged by the Physician or surgeon for the surgery performed, up to the maximum specified in the Schedule of Operations for that procedure.

MULTIPLE OPERATIONS

A separate benefit is payable for each operation performed. However, when multiple or bilateral surgical procedures, which add significant time or complexity to patient care, are performed at the same surgical session, the total value of the benefit shall be as follows:

- a. if more than one operation is performed through the same abdominal incision, the benefit will be the amount payable for the operation with the highest allowance;
- b. if more than one operation is performed on the anus and/or rectum, except for cancer, at any one time, the benefit will be one and one-half times the amount payable for the operation with the highest allowance.

The total payment for all operations during one continuous period of disability shall not exceed the Maximum Surgical Expense Benefit shown in the Schedule of Benefits.

"REASONABLE AND CUSTOMARY CHARGES"

This means that the fees charged by the Physician or the surgeon for the operation must be comparable to fees charged in the locality where the procedure is performed, for similar procedures performed by other Physicians or surgeons with a comparable degree of specialized knowledge, and based upon the total condition of the patient.

SUCCESSIVE OPERATIONS

Successive operations will be considered as having **been performed** during one continuous period of disability unless:

- a. they are due to entirely unrelated causes;
- b. you or your Dependent have fully recovered from the Injury or Illness which made the previous surgery necessary; or
- c. with respect to you only, you have returned to active full-time work for at least one full day before the next operation is performed.

SURGICAL EXPENSE BENEFIT

(Continued)

EXPENSES THAT ARE COVERED ON A LIMITED BASIS

There are some limitations with respect to certain benefits. **No benefits** are payable for:

- a. an elective abortion, except:
 - (1) for complications of an abortion; or
 - (2) for an abortion where the female insured's life would be endangered if the fetus were to be carried to term; or
- b. cosmetic surgery, unless required because of:
 - (1) an accidental bodily Injury occurring while insured;
 - (2) reconstructive surgery when service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part; or
 - (3) congenital disease or anomaly of a Dependent child which has resulted in a functional defect.

EXPENSES THAT ARE NOT COVERED

No benefits are payable for:

- a. any incurred expense that exceeds the Reasonable and Customary charge for the surgical operation that is performed;
- b. any professional fees whatsoever other than the fee of the Physician or of the surgeon who performed the operation;
- c. expenses incurred for dental work or treatment;
- d. any operation performed in a Hospital owned or operated by the United States Government, or elsewhere at Federal Government expense;
- e. surgical fees incurred for any operation due to an Injury or an Illness that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws; or
- f. any fee that you or your Dependent are not required to pay.

SCHEDULE OF OPERATIONS

	Amount of Payment
ABDOMEN	
Appendectomy	\$ 400.00
Removal of, or other operation on gallbladder	600.00
Gastroenterostomy	600.00
Resection of stomach, bowel or rectum	800.00
Other cutting into abdominal cavity for diagnosis, treatment or removal of organs therein	400.00
ABSCESSSES (See Tumors)	
AMPUTATIONS	
Thigh, leg	500.00
Upper arm, forearm, entire hand or foot	400.00
Fingers or toes, each	60.00
BREAST	
Removal of benign tumor or cyst requiring hospital residence	200.00
Simple amputation	400.00
Radical amputation	600.00
CHEST	
Complete thoracoplasty, transthoracic approach to stomach, diaphragm, or esophagus; sympathectomy or laryngectomy	800.00
Removal of lung or portion of lung	800.00
Bronchoscopy, esophagoscopy:	
Diagnostic	160.00
Operative	200.00
Induction of artificial pneumothorax:	
Initial	100.00
Refills, each (not more than 17)	40.00
DISLOCATION, REDUCTION OF	
Hip, ankle joint, elbow or knee joint (patella excepted) ..	140.00
Shoulder	100.00
Lower jaw, collar bone, wrist or patella	60.00
For a dislocation requiring an open operation, the maximum will be twice the amount shown above.	
EXCISION OR FIXATION BY CUTTING	
Hip joint	600.00
Shoulder, semilunar cartilage, knee, elbow, wrist or ankle joint	400.00
Removal of diseased portion of bone, including curettage (alveolar processes excepted)	200.00

**SCHEDULE OF OPERATIONS
(Continued)**

	Amount of Payment
EAR, NOSE OR THROAT	
Fenestration, one or both ears	\$ 800.00
Mastoidectomy, one or both sides:	
Simple	400.00
Radical	600.00
Tonsillectomy, adenoidectomy, or both	120.00
Sinus operation by cutting (puncture of antrum excepted)	200.00
Submucous resection of nasal septum	200.00
Tracheotomy	200.00
Any other cutting operation	60.00
EYE	
Operation for detached retina	800.00
Cataract, removal of	600.00
Any other cutting operation into the eyeball (through the cornea or sclera) or cutting operation on eye muscles	400.00
Removal of eyeball	300.00
Any other cutting operation on eyeball	80.00
FRACTURE, TREATMENT OF	
Thigh, vertebra or vertebrae, pelvis (coccyx excepted) .	300.00
Leg, kneecap, upper arm, ankle (Potts), skull	200.00
Lower jaw (alveolar process excepted), collar bone, shoulder blade, forearm, wrist (Colles)	100.00
Hand, foot	60.00
Fingers or toes, each	40.00
Nose	40.00
Rib or ribs, three or more	100.00
Less than three	40.00
The amounts shown above are for simple fractures.	
For a compound fracture, the maximum payment will be one and one-half times the amount shown above for the corresponding simple fracture.	
For a fracture requiring an open operation, the max- imum payment will be twice the amount shown above for the corresponding simple fracture (bone grafting or bone splicing and skeletal traction pin are considered as open operations).	
GENITOURINARY TRACT	
Removal of, or cutting into, kidney	800.00
Fixation of kidney	600.00

SCHEDULE OF OPERATIONS
(Continued)

	Amount of Payment
Removal of tumors or stones in ureter or bladder:	
by cutting operation	\$ 400.00
by endoscopic means	140.00
Cystoscopy	100.00
Removal of prostate by open operation	600.00
Removal of prostate by endoscopic means	400.00
Circumcision	60.00
Varicocele, hydrocele, orchidectomy or epididymectomy:	
Single	200.00
Bilateral	300.00
Hysterectomy	600.00
Other cutting operations on uterus and its appendages with abdominal approach	400.00
Cervix amputation	200.00
Dilation and curettage (nonpuerperal)	100.00
Conization	100.00
Polypectomy (one or more)	100.00
Cauterization (where done separately and not in connection with any of above procedures)	100.00
 GOITRE	
Removal of thyroid, subtotal	600.00
Removal of adenoma or benign tumor of thyroid	400.00
 HERNIA	
Single hernia	400.00
More than one hernia	500.00
 JOINT	
Incision into, tapping excepted	100.00
 LIGAMENTS AND TENDONS	
Cutting or transplant:	
Single	200.00
Multiple	300.00
Suturing of tendon:	
Single	140.00
Multiple	200.00
 OBSTETRICS	
Normal delivery of child or children	320.00
Caesarean section, including delivery	640.00
Abdominal operation for extrauterine pregnancy	640.00
Miscarriage	160.00

SCHEDULE OF OPERATIONS
(Continued)

	Amount of Payment
PARACENTESIS	
Tapping	\$ 60.00
 PILONIDAL CYST OR SINUS	
Removal of	200.00
 RECTUM	
Hemorrhoidectomy, external	100.00
Internal or internal and external	200.00
Cutting operation for fissure	100.00
Cutting operation for thrombosed hemorrhoids	60.00
Cutting operation for fistula in ano:	
Single	200.00
Multiple	300.00
 SKULL	
Cutting into cranial cavity (drill taps excepted)	800.00
Drill taps	100.00
 SPINE OR SPINAL CORD	
Operation for spinal cord tumor	800.00
Operation with removal of portion of vertebra or vertebrae (except coccyx)	600.00
Removal of part or all of coccyx	200.00
 TUMORS	
Benign or superficial tumors and cysts or abscesses:	
Requiring hospital residence	100.00
Not requiring hospital residence	40.00
Malignant tumors of face, lip or skin	200.00
 VARICOSE VEINS	
Injection treatment, complete procedure	160.00
Cutting operation, complete procedure:	
One leg	200.00
Both legs	320.00
 For a surgical procedure not listed above, the Company will consider: (a) the nature and complexity of the procedure; and (b) the Plan's provisions and limitations. The Company will then determine the amount payable. Such amount will be consistent with the above sched- ule.	

SECOND SURGICAL OPINION EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent consult a Legally Qualified Physician on the need for a surgical procedure. Covered Charges under this benefit will not include charges incurred for surgery that is emergency in nature, or for surgery for a medical condition that is employment-related.

YOUR BENEFITS

You will be paid the Reasonable and Customary charges incurred for the consultation, and for any necessary laboratory tests and X-rays which are ordered by the consulting Physician, up to the Maximum Payment shown in the Schedule of Benefits.

If this second opinion does not confirm the need for surgery, you or your Dependent may consult another Legally Qualified Physician for a third opinion. The benefits are the Reasonable and Customary charges which are incurred, as described above.

LEGALLY QUALIFIED PHYSICIAN

For the purpose of this benefit only, a Legally Qualified Physician is one who is Board Certified in the field of the proposed surgery, or in the field of medicine concerned with the condition involved.

EXPENSES THAT ARE NOT COVERED

No benefits are payable:

- a. for consultation with a Physician who is not a "Legally Qualified Physician" as defined;
- b. for more than two consultations in connection with the proposed surgery;
- c. for X-rays and tests not related to the proposed surgery;
- d. if you or your Dependent are not examined in person by the Physician who is rendering the opinion;
- e. if no written report is sent to the Company by the examining Physician;
- f. if the consulting Physician also performs the surgery;
- g. if the consulting Physician has a financial interest in the outcome of his opinion;
- h. for consultation for dental work or treatment;
- i. for consultation relating to a Illness or Injury arising out of and in the course of employment; or
- j. for consultation for cosmetic surgery, unless such surgery is payable under the Plan.

ALCOHOLISM TREATMENT EXPENSE BENEFIT

If you or one of your Dependents incur charges for the treatment of alcoholism in a Hospital, detoxification facility or residential treatment facility, benefits will be payable subject to the same conditions and limitations as any other illness.

Benefits will also be payable for the treatment of alcoholism on an outpatient basis. The benefits payable are the Reasonable and Customary charges for such care in a Hospital, a licensed, certified or state approved residential treatment facility, or as aftercare at the detoxification facility. Such treatment must be provided by a certified alcoholism counselor and other professionals under a program approved by the State Division of Alcoholism. The maximum benefit payable for any one outpatient visit shall not exceed the maximum amount that would otherwise be payable under the Plan for one day of inpatient care.

MAJOR MEDICAL EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, Covered Charges incurred exceed Basic Benefits and the Deductible Amount. This benefit provides you with additional coverage for any Illness or Injury that is not employment-related.

BENEFIT PERIOD

"BENEFIT PERIOD" is the period of April 1st through March 31st of any year.

YOUR BENEFITS

The Plan pays 80% of the first \$2,000.00 of Covered Charges that you, or one of your Dependents, incur within a benefit period, which are in excess of Basic Benefits and the Deductible. It will then pay 100% of the balance of Covered Charges incurred during the remainder of that benefit period.

However, medical expenses incurred for the outpatient treatment of nervous or mental disorders will be paid at 50% of the Covered Charges in excess of the Deductible Amount, as shown in the Schedule of Benefits.

BASIC BENEFITS

These are any benefits which are payable under any other provision of the Plan (except Major Medical Expense Benefits) and under the Blue Cross 120-Day Plan or any group insurance plan sponsored by the policyholder.

THE DEDUCTIBLE

The Deductible is an "out-of-pocket" expense which you and your Dependents have to pay before you are entitled to Major Medical Expense Benefits. It is \$100.00 per individual per benefit period.

NOTE: If you are an active employee (or a Dependent of an active employee) any expenses applied against the Dental Expense Benefit Deductible will also be applied against the Deductible for the Major Medical Benefit.

The Deductible applies only once in a benefit period. Any expenses incurred in the last three months of a benefit period which are used to satisfy the Deductible, in part or in full, will also be applied to reduce the Deductible for the following benefit period.

FAMILY DEDUCTIBLE

After three covered members of your family have each satisfied their individual Deductibles in a benefit period, no further Deductible will be required of your family for the remainder of that benefit period.

MAJOR MEDICAL EXPENSE BENEFIT (Continued)

COMMON ACCIDENT

If two or more insured members in a family sustain Injuries in the same accident, only one Deductible has to be met during that benefit period and the following benefit period for Covered Charges which are incurred as a result of the common accident. Separate Deductibles will still apply to charges not related to the common accident.

MAXIMUM BENEFITS

The lifetime maximum amount payable with respect to all Illnesses or Injuries due to the same or related causes is \$1,000,000.00 per individual.

MAXIMUM BENEFIT REINSTATEMENT

Major Medical benefit payments made on your behalf reduce your lifetime maximum benefit amount. You or your Dependent may apply for reinstatement of the full \$1,000,000.00 if at least \$1,000.00 in benefits have been paid and you, or your Dependent are not then qualifying for a Major Medical Expense claim. Evidence of good health must be submitted to the Company at your own expense. The new maximum will become effective on the date the Company acknowledges the evidence as satisfactory.

EXPENSES THAT ARE COVERED

Benefits are payable for Reasonable and Customary charges incurred for treatment, services and supplies ordered by a Physician. These include charges as follows:

1. a. made by a Hospital from the 121st day for inpatient treatment. Covered room and board charges may not exceed the Hospital's average rate for semiprivate rooms. If a Hospital does not have semiprivate rooms, the Covered Charges will not exceed the average rate for such rooms charged by Hospitals located in the surrounding geographical area;
- b. made by a Hospital for outpatient treatment;
2. charges made for Home Health Care services. However, Covered Charges shall not include more than 120 Home Health Care visits per individual during a benefit period. Each visit by an employee of a Home Health Care Agency will be considered one Home Health Care visit and each four hours of Home Health Aide services will be considered one Home Health Care visit.

"Home Health Care" means those nursing and other Home Health Care services rendered to you (or your Dependent) in your place of residence, under the following conditions:

part-time or intermittent nursing care by or under the supervision of a registered graduate nurse or by a Home Health Care Aide, including full-time or 24-hour care when needed, but for no more

MAJOR MEDICAL EXPENSE BENEFIT
(Continued)

than three days. Covered Charges for Home Health Care are subject to the Deductible and Coinsurance.

For benefits to be payable, the Home Health Care must be: (1) provided in your home within 14 days of the date that you, or one of your Dependents, were discharged from a Hospital as a resident inpatient; (2) for the same or related condition for which you, or your Dependent, were hospitalized; (3) in accordance with a Home Health Care Plan; (4) due to an Injury or Illness that is not employment-related.

"Home Health Care Agency" means an agency which is certified to participate as a home health agency under Title XVIII of the Social Security Act or as a proprietary agency licensed by the Commissioner of Health.

"Home Health Care Plan" means a program:

- a. for your or your Dependent's continued care and treatment; and
- b. established and approved in writing by the attending Physician within 14 days of the date you or your Dependent were discharged from a Hospital as a resident inpatient.

Also, the attending Physician certifies that proper treatment of the Injury or Illness would require confinement in a Hospital in the absence of the services and supplies provided by the agency.

"Home Health Care Expenses" means those charges incurred for Home Health Care services for:

- a. part-time or intermittent nursing care by or under the supervision of a registered nurse. If full-time or 24-hour services are needed on a short-term basis, such care will be covered, but for no more than three days;
- b. part-time or intermittent Home Health Aide services which consist primarily of caring for the patient. If full-time or 24-hour services are needed on a short-term basis, such care will be covered, but for no more than three days;
- c. physical, occupational and speech therapy provided by the Home Health Care Agency;
- d. medical social work;
- e. nutrition services; and
- f. medical supplies; appliances and equipment; drugs and medicines that can be obtained only upon the written prescription of a Physician; laboratory services and special meals; diagnostic and therapeutic service, including surgical services, performed in a Hospital outpatient department, a Physician's office or any other licensed Health Care Facility; but only to the extent such charges would have been payable had you or your Dependent been confined in a Hospital;

MAJOR MEDICAL EXPENSE BENEFIT
(Continued)

3. charges for the first 120 days of confinement in a *Convalescent Facility* (as defined below), for the following services, within 14 days after a period of confinement in a Hospital (of at least three consecutive days) due to the same disability:

- a. room and board, but not to exceed the Hospital's average semi-private room and board rate, including charges for services, such as general nursing care in connection with room occupancy;
- b. use of special treatment rooms, X-rays and laboratory examinations; physical, occupational, or speech therapy; oxygen and other gas therapy; and other medical services customarily provided by a Convalescent Facility except private duty or special nursing services or Physician's services; and
- c. drugs, biologicals, solutions, dressings and casts, but no other supplies.

"Convalescent Facility" means an institution (or distinct part thereof) which:

- a. is licensed to provide, and is engaged in providing, on an inpatient basis, for persons convalescing from Injury or Illness, professional nursing services, rendered by a registered graduate nurse, (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered graduate nurse and physical restoration services to assist patients to reach a degree of body functioning to permit self-care in essential daily living activities;
- b. provides services for compensation from its patients and under the full-time supervision of a Physician or registered graduate nurse;
- c. provides 24-hour per day nursing services by licensed nurses, under the direction of a full-time registered graduate nurse;
- d. maintains a complete medical record on each patient;
- e. has an effective utilization review plan; and
- f. is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, custodial or educational care, or care of mental disorders.

No Convalescent Facility benefits are payable for expenses incurred in connection with drug addiction, chronic brain syndrome, alcoholism, mental retardation, senility, or any mental disorder.

4. for diagnosis, treatment and surgery made by a Physician or surgeon;
5. made by a registered graduate nurse (R.N.) for private duty nursing, other than a nurse who normally lives in your home or is a member of your immediate family;
6. for artificial limbs or eyes for the initial replacement of natural limbs or eyes;

MAJOR MEDICAL EXPENSE BENEFIT

(Continued)

7. for initial trusses, braces or supports; casts, splints and crutches;
8. for rental of durable medical equipment such as wheelchairs and hospital-type beds. The benefit limit for renting will not exceed the purchase cost;
9. for rental of iron lungs; for oxygen and rental of equipment for its administration. The benefit limit for renting will not exceed the purchase cost;
10. for local ambulance service;
11. for X-rays and laboratory tests;
12. for radium, radioactive isotopes;
13. for anesthesia and its administration;
14. for physiotherapy and similar services, supplies and treatment;
15. for drugs and medicine obtainable only on the prescription of a Physician; and
16. for one physical examination per benefit period, up to a maximum payment of \$150.00, subject to the Deductible and the Coinsurance.

EXPENSES THAT ARE COVERED ON A LIMITED BASIS

In addition to any limits described in the section, EXPENSES THAT ARE COVERED, there are specific limitations with regard to certain benefits. No benefits are payable for:

- a. services performed for the teeth, nerves of teeth, gingivae or alveolar processes. However, services are covered:
 - (1) for tumors or cysts; or
 - (2) for treatment due to an accidental injury to sound natural teeth occurring while insured.
- b. cosmetic surgery, unless required because of:
 - (1) an accidental bodily injury occurring while insured;
 - (2) reconstructive surgery when service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part; or
 - (3) congenital disease or anomaly of a Dependent child which has resulted in a functional defect;
- c. treatment of mental, psychoneurotic or personality disorders on an outpatient basis. However, 50% of charges incurred (including drugs) for visits of a Legally Qualified Physician will be payable as follows:
 - (1) the maximum benefit payable will be \$10.00 per visit; and
 - (2) the maximum number of visits which will be payable is 50 per benefit period;

MAJOR MEDICAL EXPENSE BENEFIT

(Continued)

- d. an elective abortion, except for charges incurred:
 - (1) which result directly from complications of an abortion; or
 - (2) for an abortion when the female insured's life would be endangered if the fetus were to be carried to term; or
- e. transportation, except for local ambulance service.

EXPENSES THAT ARE NOT COVERED

No benefits are payable under this provision for:

- a. services, supplies or treatment which are not prescribed as medically necessary by a Physician. This exclusion also applies to any Hospital confinement (or any part of a confinement) that is not recommended or approved by a Physician;
- b. eye refractions; eyeglasses; hearing aids; or the fitting thereof;
- c. expenses incurred as a result of war or an act of war declared or undeclared;
- d. expenses incurred as a result of participation in the commission (or attempted commission) of a felony, riot or insurrection;
- e. an Injury or an Illness that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws;
- f. charges incurred during confinement in a Hospital owned or operated by the Federal Government, unless there is a legal obligation to pay charges without regard to the existence of any insurance; or
- g. any charges which you or your Dependents are not required to pay.

VISION EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent incur any of the "Covered Vision Charges" explained below.

YOUR BENEFITS

The benefit will be the actual Covered Vision Charge which is incurred, up to the MAXIMUM ALLOWANCE shown below.

BENEFIT PERIOD

"BENEFIT PERIOD" is the period April 1st through March 31st of any year.

MEANING OF COVERED VISION CHARGES

These are charges for:

- a. examinations performed by a licensed optometrist or ophthalmologist;
- b. lenses prescribed by such persons; and
- c. frames purchased in conjunction with lenses newly prescribed by such persons.

SCHEDULE OF VISION BENEFITS

COVERED SERVICES	MAXIMUM ALLOWANCE
Complete Examination:	
Ophthalmologist (M.D.)	\$ 35.00
Optometrist	35.00
Lens, Pair	
Single Vision RX	35.00
Bifocal RX	55.00
Trifocal RX	70.00
Lenticular	120.00
Frames	30.00

EXPENSES THAT ARE NOT COVERED

No benefit is payable for:

- a. more than one covered examination per benefit period;
- b. more than one pair of lenses per benefit period;
- c. more than one set of frames (with new lenses) in two benefit periods;
- d. sunglasses, unless they are prescribed to be worn at substantially all times;
- e. glasses with tinted lenses, unless prescribed by an ophthalmologist (M.D.) for medical reasons;
- f. routine yearly examinations required by an employer in connection with your or your Dependent's occupation;
- g. vision expenses due to an Injury or Illness that is employment-related or that is covered under the Workers' Compensation Law, Occupational Disease Law or similar laws; or
- h. covered services in a Hospital owned or operated by the Federal Government or for any covered service furnished for which you or your Dependent are not required to pay.

HEARING CARE EXPENSE BENEFIT

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent incur charges for hearing care expense from a Physician.

YOUR BENEFITS

Benefits payable for covered hearing care services are 80% of the actual charges incurred, which are in excess of the Deductible. However, the benefit payable will not exceed the maximum amount shown in the Schedule of Benefits during your or your Dependent's lifetime.

THE DEDUCTIBLE

The Deductible is an "out-of-pocket" expense which you or your Dependents have to pay before you are entitled to Hearing Care Expense Benefits. It is \$50.00 per individual per benefit period.

BENEFIT PERIOD

"BENEFIT PERIOD" is the period April 1st through March 31st of any year.

MEANING OF COVERED HEARING CARE SERVICES

These are charges for:

- a. examinations performed by a licensed Otolologist (M.D.) or licensed Otorhinolaryngologist (M.D.);
- b. audiometric testing by such licensed Physician or by an Audiologist certified by the American Hearing Association who possesses a master's degree from an accredited university providing training in this field; or
- c. a hearing device (monaural or binaural) prescribed by such licensed Physician.

EXPENSES THAT ARE NOT COVERED

No benefits are payable for:

- a. routine servicing or maintenance of (or batteries for) a hearing device;
- b. more than one hearing device (monaural or binaural) during your or your Dependent's entire lifetime;
- c. an illness or injury that is employment-related or that is payable under the Workers' Compensation Law, Occupational Disease Law or similar laws;
- d. hearing care services or supplies received from a medical department maintained by the policyholder, a mutual benefit association, labor union, trustees, employer or similar group;
- e. routine yearly examinations required by an employer in connection with your or your Dependent's occupation for which you are not required to pay;

HEARING CARE EXPENSE BENEFIT

(Continued)

- f. hearing care services or supplies furnished in a Hospital owned or operated by the Federal Government or for any covered services furnished by the Federal Government for which you or your Dependent are not required to pay; or
- g. services performed or supplies furnished by other than an otologist, otorhinolaryngologist or a certified audiologist.

DENTAL EXPENSE BENEFIT
(For Active Employees and Their Eligible Dependents)

You and each of your Dependents are entitled to this benefit if, while insured, you or your Dependent incur "Covered Dental Charges" from a dentist.

YOUR BENEFITS

Benefits are payable for Covered Dental Charges at the Coinsurance Percentage shown in the Schedule of Benefits for the procedure performed. However, the total benefit payable in any benefit period will not exceed the Maximum Amount shown in the Schedule of Benefits, per individual.

THE DEDUCTIBLE

The Deductible is an "out-of-pocket" expense which you and your eligible Dependents have to pay before you are entitled to Dental Expense Benefits. It is \$100.00 per individual per benefit period.

The Deductible for the Dental Expense Benefit and the Deductible for Major Medical Benefits are a "common Deductible." Any Covered Charges which are applied toward one Deductible will also be applied to the other. Only a total of \$100.00 of out-of-pocket expenses will have to be satisfied during a benefit period for Dental and Major Medical Expense Benefits per individual.

The Deductible applies only once in a benefit period. Any expenses incurred during the last three months of the benefit period which are used to satisfy the Deductible will also be applied to reduce the Deductible for the following benefit period.

"BENEFIT PERIOD"

"Benefit Period" refers to the 12 month period of April 1st through March 31st.

COVERED DENTAL CHARGES

"Covered Dental Charges" mean the reasonable, usual and customary fees or charges for services rendered or supplies furnished, as well as recommended, by a Dentist, in connection with the following:

- a. Preventive Dental Services;
- b. Basic Dental Services;
- c. Major Dental Services; or
- d. Orthodontic Dental Services.

A charge is considered incurred on the date the care or service is rendered. However, the "insert" date of an appliance shall be considered the date such charge was incurred. "Dentist" refers to a person authorized by law and duly licensed to practice dentistry.

DENTAL EXPENSE BENEFIT
(Continued)

EXPENSES THAT ARE COVERED

Covered Dental Charges are divided into four categories:

Part I — PREVENTIVE DENTAL SERVICES

- a. Routine oral examinations, including scaling and cleaning of teeth, but not more than one examination in any period of six consecutive months.
- b. Topical application of sodium or stannous fluoride, but only if the insured family member has not attained the age of 15 years.
- c. Dental X-Rays.
- d. Space Maintainers.
- e. Emergency palliative treatment.

Part II — BASIC DENTAL SERVICES

The following Covered Dental Charges will be included under BASIC DENTAL SERVICES if received in connection with dental disease, defect or injury:

- a. Extractions.
- b. Fillings.
- c. Anesthetics administered in connection with oral surgery or other Covered Dental Services.
- d. Treatment of periodontal and other diseases of the gums and tissue of the mouth.
- e. Initial installation (including adjustments during the six month period following installation) of partial or full removable denture to replace one or more natural teeth extracted while insured under the Plan.
- f. Repair or recementing of crowns, inlays, bridgework or dentures, or relining of dentures.
- g. Injection of antibiotic drugs by the attending dentist.

Part III — MAJOR DENTAL SERVICES

- a. Inlays, gold fillings or crowns (including precision attachments for dentures) to replace one or more natural teeth extracted while the family member is covered under the Plan.
- b. Initial installation of fixed bridgework (including inlays and crowns to form abutments) to replace one or more natural teeth extracted while the family member is covered under the Plan.
- c. Replacement of an existing partial or full removable denture or fixed bridgework by a new fixed bridgework or the addition of teeth to an existing fixed bridgework.

DENTAL EXPENSE BENEFIT (Continued)

COMPLETE DENTURE REPLACEMENT BENEFIT

Benefits are payable for replacement of complete dentures. However, the following must be satisfied:

- a. you or your eligible Dependent have been insured under this Plan for at least one year; and
- b. the replacement must not be due to theft or loss of the previous dentures.

If the denture to be replaced was covered under this Plan as an initial complete denture or as a replacement, the replacement of such denture will be covered only if it was installed at least 5 years prior to its replacement and cannot be made serviceable.

Part IV — ORTHODONTIC DENTAL SERVICES

This benefit is payable for services rendered for braces and straightening of the teeth to restore occlusion, and only when deemed as necessary treatment. This benefit is subject to all provisions and limitations of the Dental Expense Benefit. The lifetime maximum benefit payable is \$1,000.00 per individual.

EXPENSES THAT ARE NOT COVERED

No benefits are payable for dental care or services:

- a. resulting from an Injury or an Illness that is employment-related or covered under the Workers' Compensation Law, Occupational Disease Law or similar laws;
- b. resulting from war, declared or undeclared, or any act of war or aggression;
- c. which are paid for, furnished by or at the direction of any government agency, but only to the extent so paid or furnished;
- d. rendered solely for cosmetic purposes, unless they are due to a covered accident sustained while you or your Dependents are insured under this Plan; or
- e. which are paid under any other part of this Plan.

EXTENSION OF HEALTH BENEFITS

If you or any of your Dependents are Totally Disabled at the time coverage under this Plan terminates, benefits may be extended for expenses incurred due to that disability if the following conditions are met:

- a. the expense would have been covered if the insurance had continued;
- b. you or your Dependent remain disabled to the date such expense is incurred; and
- c. you or your Dependent are not entitled to similar benefits under any other group plan when each expense is incurred.

BENEFITS THAT ARE EXTENDED

Benefits will be extended and payable only for treatment of the Illness or Injury which caused the disability. Benefits listed below will be payable subject to the limitations and maximums which were in effect under the Plan at the time insurance terminated:

- a. Surgical benefits for operations performed within three months after coverage under this Plan terminates.
- b. Major Medical benefits for charges incurred within twelve months after insurance terminates.

HOW LONG BENEFITS WILL CONTINUE

Benefits will continue until the earliest of:

- a. the date you or your Dependent are no longer disabled;
- b. the date you or your Dependent become covered under another insurance plan which provides similar benefits;
- c. the end of three consecutive months after coverage under this Plan for Surgical benefits terminate; or
- d. the end of twelve consecutive months after coverage under this Plan for Major Medical benefits terminates.

THE MEANING OF TOTALLY AND PERMANENTLY DISABLED

This means that, due solely to Illness or Injury, you are prevented from engaging in any employment or occupation for which you are qualified by reason of education, training or experience. With respect to an insured Dependent, this means that he, due solely to Illness or Injury, is prevented from engaging in substantially all of the normal activities of a person of like age and sex who is in good health.

SPECIAL EXTENSION

If the Plan terminates and is not replaced by another plan providing similar benefits, a female member or an eligible Dependent spouse who is pregnant on the date her coverage under the Plan terminates may

EXTENSION OF HEALTH BENEFITS

(Continued)

continue to be eligible for maternity benefits, even if she is not Totally Disabled at such time, provided:

- a. the pregnancy commenced while she was covered under the Plan;
- b. she is not eligible for coverage under any other group insurance policy or plan that provides similar benefits for the pregnancy;
- c. the insurance policy is still in force; and
- d. in the case of a Dependent spouse, she has not remarried or otherwise ceased to be a Dependent, as defined.

COORDINATION OF BENEFITS

Members of a family are often covered by more than one group health insurance plan. As a result, two or more plans are paying for the same expense. To avoid this costly problem, your health plan provides a Coordination of Benefits provision. This provision affects all your health coverages.

HOW DOES COORDINATION WORK

If you or your Dependents are also covered under another group plan, the total amount received from all plans will never be more than 100% of "allowable expenses." Benefits are reduced only to the extent necessary to prevent any person from making a profit on his insurance.

"Allowable Expenses" are any necessary and reasonable expenses for medical or dental services, treatment or supplies, covered by one of the plans under which you or your Dependents are insured.

A "plan" is considered to be any group insurance providing coverage for medical treatments or services on an insured or uninsured basis. This includes group blanket or franchise insurance, group Blue Cross, group Blue Shield and other group prepayment coverage, labor-management trustee plans, union welfare plans, employer organization plans, any coverage under governmental programs and any coverage required or provided by law.

This Coordination of Benefits provision shall not apply to any coverage for which you pay the entire premium.

Exception:

If you are actively employed, age 65 or older, and are eligible for Part A of Medicare, you may continue to have coverage under this group plan as primary.

This exception regarding Coordination of Benefits, which may also apply to your spouse, is explained more fully in the section "A Word About Medicare."

WHICH PLAN PAYS FIRST

If both plans have a Coordination of Benefits provision, the plan that insures you as an employee pays first. If you are insured as an employee under two plans, the plan which has insured you longer is primary. If one plan does not have a Coordination of Benefits provision, that plan is always primary. If a Dependent child is covered under two plans, the plan that insures the father as an employer pays first. However, if the parents are divorced or are separated, the plan of the parent with custody pays benefits first. If the parent with custody remarries the "order of payment" is as follows:

- a. Natural parent with whom child resides;
- b. Stepparent with whom child resides; and
- c. Natural parent not having custody of the child.

COORDINATION OF BENEFITS

(Continued)

This order of payment can change if the divorce decree **directs one of** the parents to be financially responsible for the medical, **dental or other** health care expenses of the child.

A WORD ABOUT MEDICARE

COVERAGE AT AGE 65 FOR ACTIVE EMPLOYEES AND DEPENDENT SPOUSES

If you or your covered Dependent spouse become eligible for Social Security at age 65, coverage by Medicare is possible even if you don't retire. Medicare includes hospital insurance benefits (called "Part A") as well as supplementary medical insurance (called "Part B").

If you are actively employed, age 65 or older and eligible for Part A of Medicare, you and your spouse, (if eligible*), may continue to have the Company pay your claims as primary carrier, provided you remain eligible under the rules of the Plan. You and your spouse have the legal right to choose to have Medicare pay your claims as primary carrier. However, if you make this choice, the Company is not allowed, by law, to pay any portion of the bills that Medicare does not pay.

YOUR COVERAGE OPTIONS AT AGE 65:

1. **This Plan as your primary coverage and Medicare as your secondary coverage** means that you or your spouse, if eligible,* continue to submit all your claims to this Plan and receive the same benefits as any younger employee or Dependent. Medicare would then consider a claim for any remaining expenses.
2. **Medicare alone** — You or your spouse may choose not to participate in this Plan and have Medicare as your only insurance. You would submit claims only to Medicare. (Medicare has certain deductibles and copayments for most services as well as premiums to be paid for Part B coverage.)
3. **This Plan alone** — You or your spouse, if eligible,* may choose not to enroll under Medicare and have this Plan as your only insurance.

* Your spouse will be eligible to continue this insurance as primary only if: (a) your spouse is age 65 or older, is eligible for Part A of Medicare, and is covered under this Plan; and (b) you are actively employed, under age 65, or, if you are age 65 or older, you are actively employed and you have retained coverage under this Plan as primary. If you elect Medicare as your primary insurance, your spouse may not continue, at age 65, to be covered under this Plan, even if otherwise eligible.

ENROLLING IN MEDICARE

It is important that you or your spouse visit an office of the Social Security Administration during the three-month period prior to the 65th birthday to learn all about Medicare.

For questions on coverage by this Plan, or help in comparing benefits offered by this Plan and Medicare, please contact the Fund Office.

COORDINATION OF BENEFITS WITH MEDICARE

In order to avoid payment of benefits in a total amount greater than the expenses actually incurred, benefits payable under this Plan will be coordinated with the benefits payable under Medicare for the same expenses.

This means that you will first be reimbursed under the Medicare program. If any covered expenses remain unpaid by Medicare, your group plan will reimburse you for such expenses, up to the maximum amount payable under the Plan. Combined payments shall not exceed the total amount of covered expenses.

You will be considered to be insured under Part A and Part B of Medicare, whether or not you have registered for Part A or have enrolled in Part B.

NOTE: See "A Word About Medicare" for your coverage options if you are actively employed, and you or your spouse are age 65 or over and are eligible for Part A of Medicare.

CONVERSION PRIVILEGE

If your Health Insurance terminates, you are entitled to convert to an individual policy without having to show evidence of good health. To obtain such a policy, you must send an application and the first premium payment to the Company within 31 days after your insurance terminates. The premium will be that applicable to your age and class of risk at the time you convert. The effective date of the converted policy will be the day following the date of termination of your insurance under the Group Policy. It will provide benefits of a type similar to, but not necessarily equal to, those provided under the Group Policy.

This conversion privilege is also available:

- a. to your Dependent children as of the date of termination of their insurance;
- b. to your surviving spouse and Dependent children upon your death; and
- c. to your former spouse upon divorce or annulment of your marriage.

GENERAL INFORMATION

HOW TO FILE A CLAIM

You must send written proof of any loss for which benefits are being claimed to The Union Labor Life Insurance Company at its Home Office or the Branch Office, or to the Office of the Policyholder or of the Administrator named by the Policyholder. Proof must be sent within 90 days of the date of loss. If this is not possible, the proof must be sent at the earliest possible date.

Read the claim form carefully and make sure you answer all questions and include any required information.

You will be notified in writing of any benefits which have been denied, in whole or in part, or if any additional information is required.

HOW TO APPEAL A CLAIM

If you do not agree with a claim denial, you may request that a review be made of your claim. The claim denial will tell you the name and address of the person to whom you may send written request.

You may submit additional information with your request for review. You may request and receive copies of pertinent documents, although in some cases approval may be needed for the release of confidential information, such as medical records. You may submit issues and comments in writing.

A decision will be made within 60 days following the date the Company received your request for review or the date the Company received all information required of you, whichever date is later. You will be notified of the decision in writing and you will be given clear and specific reasons for the decision.

FACILITY OF PAYMENT

If you or your Dependents are not legally capable of giving a valid receipt for a benefit payment, the Company has the right (if there is no legal guardian) to pay the party it believes is entitled to such payment. Once such a payment is made, the Company has no further obligation with respect to the amount so paid. If you name more than one Beneficiary, but do not say how much each Beneficiary should receive, the total amount will be shared equally by all surviving Beneficiaries. If there is no living Beneficiary when you die, the Company will make the payment to your spouse; if none, to your children; if none, to your parents; and if none, to your brothers and sisters. However, the Company has the option to make the payment to your estate.

EXAMINATIONS

The Company has the right to have any insured examined as often as it may reasonably require while a claim is pending.

FILED

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JUN 27 1988

JOSEPH ROLNIK, et al.

Plaintiffs

v.

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.

Defendants

CIRCUIT COURT FOR
BALTIMORE CITY

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

Case No: 87313071/CL73531

* * * * *

CROSSCLAIM

Union Labor Life Insurance Company ("Union"),
defendant, through its undersigned attorneys, sues Shephard
Pratt Hospital and states:

1. Joseph Rolnik was insured under a policy issued by
Union (the "Policy").

2. Joseph Rolnik's daughter, Deborah Rolnik, has
claimed that she was entitled to receive certain benefits under
the Policy.

3. If Deborah Rolnik was a beneficiary under the
Policy, she was only entitled to receive payment of up to
\$100,000 for covered medical services.

4. Union has paid approximately \$182,000 to Shephard
Pratt Hospital for medical services received by Deborah
Rolnik.

5. Union is entitled to a refund of the amount it has
paid in excess of the Policy's limitation.

COUNT I

6. Paragraphs 1 through 5 are incorporated herein by reference.

7. On July 1, 1986, Union paid \$8,149.90 for medical services rendered to Deborah Rolnik.

8. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

9. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$8,149.90.

COUNT II

10. Paragraphs 1 through 5 are incorporated herein by reference.

11. On July 1, 1986 Union paid \$750.00 for medical services rendered to Deborah Rolnik.

12. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

13. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$750.00.

COUNT III

14. Paragraphs 1 through 5 are incorporated herein by reference.

15. On September 2, 1985 Union paid \$54.56 for medical services rendered to Deborah Rolnik.

16. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

17. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$54.56.

COUNT IV

18. Paragraphs 1 through 5 are incorporated herein by reference.

19. On September 2, 1985 Union paid \$40.00 for medical services rendered to Deborah Rolnik.

20. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

21. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$40.00.

COUNT V

22. Paragraphs 1 through 5 are incorporated herein by reference.

23. On October 1, 1985 Union paid \$1,425.00 for medical services rendered to Deborah Rolnik.

24. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

25. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$1,425.00.

COUNT VI

26. Paragraphs 1 through 5 are incorporated herein by reference.

27. On October 1, 1985 Union paid \$8,430.69 for medical services rendered to Deborah Rolnik.

28. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

29. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$1,425.00.

COUNT VII

30. Paragraphs 1 through 5 are incorporated herein by reference.

31. On July 1, 1985 Union paid \$7,592.05 for medical services rendered to Deborah Rolnik.

32. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

33. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$7,592.05.

COUNT VIII

34. Paragraphs 1 through 5 are incorporated herein by reference.

35. On July 1, 1985 Union paid \$7,746.40 for medical services rendered to Deborah Rolnik.

36. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

37. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$7,746.40.

COUNT IX

38. Paragraphs 1 through 5 are incorporated herein by reference.

39. On July 1, 1985 Union paid \$44.72 for medical services rendered to Deborah Rolnik.

40. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

41. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$44.72.

COUNT X

42. Paragraphs 1 through 5 are incorporated herein by reference.

43. On July 1, 1985 Union paid \$7,192.00 for medical services rendered to Deborah Rolnik.

44. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

45. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$7,192.00.

COUNT XI

46. Paragraphs 1 through 5 are incorporated herein by reference.

47. On April 9, 1986 Union paid \$70.00 for medical services rendered to Deborah Rolnik.

48. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

49. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$70.00.

COUNT XII

50. Paragraphs 1 through 5 are incorporated herein by reference.

51. On April 9, 1986 Union paid \$239.54 for medical services rendered to Deborah Rolnik.

52. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

53. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$239.54.

COUNT XIII

54. Paragraphs 1 through 5 are incorporated herein by reference.

55. On December 10, 1986 Union paid \$48.90 for medical services rendered to Deborah Rolnik.

56. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

57. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$48.90.

COUNT XIV

58. Paragraphs 1 through 5 are incorporated herein by reference.

59. On April 15, 1987 Union paid \$51.74 for medical services rendered to Deborah Rolnik.

60. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

61. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$51.74.

Paragraphs 1 through 5 are incorporated herein by reference.

COUNT XV

62. Paragraphs 1 through 5 are incorporated herein by reference.

63. On November 12, 1986 Union paid \$36.35 for medical services rendered to Deborah Rolnik.

64. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

65. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$36.35.

COUNT XVI

66. Paragraphs 1 through 5 are incorporated herein by reference.

67. On March 7, 1986 Union paid \$67.72 for medical

services rendered to Deborah Rolnik.

68. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

69. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$67.72.

COUNT XVII

70. Paragraphs 1 through 5 are incorporated herein by reference.

71. On September 26, 1986 Union paid \$44.11 for medical services rendered to Deborah Rolnik.

72. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

73. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$44.11.

COUNT XVIII

74. Paragraphs 1 through 5 are incorporated herein by reference.

75. On February 25, 1986 Union paid \$32.00 for medical services rendered to Deborah Rolnik.

76. The payment exceeded the \$100,000 limit for

Union's liability under the Policy.

77. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$32.00.

COUNT XIX

78. Paragraphs 1 through 5 are incorporated herein by reference.

79. On January 8, 1986 Union paid \$69.64 for medical services rendered to Deborah Rolnik.

80. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

81. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$69.64.

CENTER XX

82. Paragraphs 1 through 5 are incorporated herein by reference.

83. On August 13, 1986 Union paid \$28.16 for medical services rendered to Deborah Rolnik.

84. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

85. Union is entitled to reimbursement for the amount

of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$28.16.

COUNT XXI

86. Paragraphs 1 through 5 are incorporated herein by reference.

87. On December 2, 1985 Union paid \$750.00 for medical services rendered to Deborah Rolnik.

88. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

89. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$750.00.

COUNT XXII

90. Paragraphs 1 through 5 are incorporated herein by reference.

91. On December 2, 1985 Union paid \$750.00 for medical services rendered to Deborah Rolnik.

92. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

93. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$750.00.

COUNT XXIII

94. Paragraphs 1 through 5 are incorporated herein by reference.

95. On December 2, 1985 Union paid \$100.00 for medical services rendered to Deborah Rolnik.

96. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

97. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$100.00.

COUNT XXIV

98. Paragraphs 1 through 5 are incorporated herein by reference.

99. On December 2, 1985 Union paid \$8,399.00 for medical services rendered to Deborah Rolnik.

100. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

101. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$8,399.00.

COUNT XXV

102. Paragraphs 1 through 5 are incorporated herein by

reference.

103. On February 7, 1986 Union paid \$8,099.46 for medical services rendered to Deborah Rolnik.

104. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

105. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$8,099.46.

COUNT XXVI

106. Paragraphs 1 through 5 are incorporated herein by reference.

107. On February 7, 1986 Union paid \$1,350.00 for medical services rendered to Deborah Rolnik.

108. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

109. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$1,350.00.

COUNT XXVII

110. Paragraphs 1 through 5 are incorporated herein by reference.

111. On February 14, 1985 Union paid \$51.60 for

medical services rendered to Deborah Rolnik.

112. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

113. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$51.60.

COUNT XXVIII


114. Paragraphs 1 through 5 are incorporated herein by reference.

115. On February 7, 1985 Union paid \$14,818.20 for medical services rendered to Deborah Rolnik.

116. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

117. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$14,818.20.


Kenneth L. Thompson


Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorneys for Defendants
The Union Labor Life Insurance
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 27th day of June, 1988, a copy of the foregoing Counterclaim was mailed to James R. Eyler, Esq. and Kristine A. Crosswhite, Esq., Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 Attorneys for I.E. Shaffer & Company; Mark T. Mixter, Esq., Smith, Somerville & Case, 100 Light Street, 6th Floor, Baltimore, Maryland, 21202, Attorney for Plaintiffs; and Thomas M. Trezise, Esq., Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland, 21204, Attorneys for Co-Defendant.


Kenneth L. Thompson

JOSEPH ROLNIK, et al.

FILED

IN THE

164

Plaintiffs

JUN 27 1988

CIRCUIT COURT

v.

*

FOR

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.

**CIRCUIT COURT FOR
BALTIMORE CITY**

BALTIMORE CITY

Defendants

*

Case No: 87313071/CL73531

*

* * * * *

COUNTERCLAIM

Union Labor Life Insurance Company ("Union"),
defendant, through its undersigned attorneys, sues Joseph and
Deborah Rolnik and states:

1. Joseph Rolnik was insured under a policy issued by
Union (the "Policy").

2. Joseph Rolnik's daughter, Deborah Rolnik, has
claimed that she was entitled to receive certain benefits under
the Policy.

3. If Deborah Rolnik was a beneficiary under the
Policy, she was only entitled to receive payment of up to
\$100,000 for covered medical services.

4. Union has paid approximately \$182,000 for medical
services received by Deborah Rolnik.

5. Union is entitled to a refund of the amount it has
paid in excess of the Policy's limitation.

COUNT I

6. Paragraphs 1 through 5 are incorporated herein by reference.

7. On July 1, 1986, Union paid \$8,149.90 for medical services rendered to Deborah Rolnik.

8. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

9. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$8,149.90.

COUNT II

10. Paragraphs 1 through 5 are incorporated herein by reference.

11. On July 1, 1986 Union paid \$750.00 for medical services rendered to Deborah Rolnik.

12. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

13. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$750.00.

COUNT III

14. Paragraphs 1 through 5 are incorporated herein by reference.

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WHEREFORE, Union demands judgment in the amount of \$54.56.

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19. On September 2, 1985 Union paid \$40.00 for medical services rendered to Deborah Rolnik.

20. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

21. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$40.00.

COUNT V

22. Paragraphs 1 through 5 are incorporated herein by reference.

23. On October 1, 1985 Union paid \$1,425.00 for medical services rendered to Deborah Rolnik.

24. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

25. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$1,425.00.

COUNT VI

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WHEREFORE, Union demands judgment in the amount of \$8,430.69.

COUNT VII

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32. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

33. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$7,592.05.

COUNT VIII

34. Paragraphs 1 through 5 are incorporated herein by reference.

35. On July 1, 1985 Union paid \$7,746.40 for medical services rendered to Deborah Rolnik.

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37. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$7,746.40.

COUNT IX

38. Paragraphs 1 through 5 are incorporated herein by reference.

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41. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$44.72.

COUNT X

42. Paragraphs 1 through 5 are incorporated herein by reference.

43. On July 1, 1985 Union paid \$7,192.00 for medical services rendered to Deborah Rolnik.

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45. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$7,192.00.

COUNT XI

46. Paragraphs 1 through 5 are incorporated herein by reference.

47. On April 9, 1986 Union paid \$70.00 for medical services rendered to Deborah Rolnik.

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49. Union is entitled to reimbursement for the amount of the overpayment.

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COUNT XII

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53. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$239.54.

COUNT XIII

54. Paragraphs 1 through 5 are incorporated herein by reference.

55. On December 10, 1986 Union paid \$48.90 for medical services rendered to Deborah Rolnik.

56. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

57. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$48.90.

COUNT XIV

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59. On April 15, 1987 Union paid \$51.74 for medical services rendered to Deborah Rolnik.

60. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

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WHEREFORE, Union demands judgment in the amount of \$51.74.

COUNT XV

62. Paragraphs 1 through 5 are incorporated herein by reference.

63. On November 12, 1986 Union paid \$36.35 for medical services rendered to Deborah Rolnik.

64. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

65. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$36.35.

COUNT XVI

66. Paragraphs 1 through 5 are incorporated herein by reference.

67. On March 7, 1986 Union paid \$67.72 for medical

services rendered to Deborah Rolnik.

68. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

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WHEREFORE, Union demands judgment in the amount of \$67.72.

COUNT XVII

70. Paragraphs 1 through 5 are incorporated herein by reference.

71. On September 26, 1986 Union paid \$44.11 for medical services rendered to Deborah Rolnik.

72. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

73. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$44.11.

COUNT XVIII

74. Paragraphs 1 through 5 are incorporated herein by reference.

75. On February 25, 1986 Union paid \$32.00 for medical services rendered to Deborah Rolnik.

76. The payment exceeded the \$100,000 limit for

Union's liability under the Policy.

77. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$32.00.

COUNT XIX

78. Paragraphs 1 through 5 are incorporated herein by reference.

79. On January 8, 1986 Union paid \$69.64 for medical services rendered to Deborah Rolnik.

80. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

81. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$69.64.

CENTER XX

82. Paragraphs 1 through 5 are incorporated herein by reference.

83. On August 13, 1986 Union paid \$28.16 for medical services rendered to Deborah Rolnik.

84. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

85. Union is entitled to reimbursement for the amount

of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$28.16.

COUNT XXI

86. Paragraphs 1 through 5 are incorporated herein by reference.

87. On December 2, 1985 Union paid \$750.00 for medical services rendered to Deborah Rolnik.

88. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

89. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$750.00.

COUNT XXII

90. Paragraphs 1 through 5 are incorporated herein by reference.

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WHEREFORE, Union demands judgment in the amount of

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COUNT XXIII

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96. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

97. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$100.00.

COUNT XXIV

98. Paragraphs 1 through 5 are incorporated herein by reference.

99. On December 2, 1985 Union paid \$8,399.00 for medical services rendered to Deborah Rolnik.

100. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

101. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$8,399.00.

COUNT XXV

102. Paragraphs 1 through 5 are incorporated herein by reference.

103. On February 7, 1986 Union paid \$8,099.46 for medical services rendered to Deborah Rolnik.

104. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

105. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$8,099.46.

COUNT XXVI

106. Paragraphs 1 through 5 are incorporated herein by reference.

107. On February 7, 1986 Union paid \$1,350.00 for medical services rendered to Deborah Rolnik.

108. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

109. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$1,350.00.

COUNT XXVII

110. Paragraphs 1 through 5 are incorporated herein by reference.

111. On February 14, 1985 Union paid \$51.60 for medical services rendered to Deborah Rolnik.

112. The payment exceeded the \$100,000 limit for Union's liability under the Policy.

113. Union is entitled to reimbursement for the amount of the overpayment.

WHEREFORE, Union demands judgment in the amount of \$51.60.

COUNT XXVIII

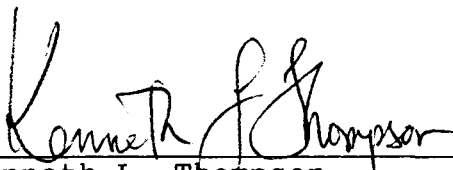
114. Paragraphs 1 through 5 are incorporated herein by reference.

115. On February 7, 1985 Union paid \$14,818.20 for medical services rendered to Deborah Rolnik.

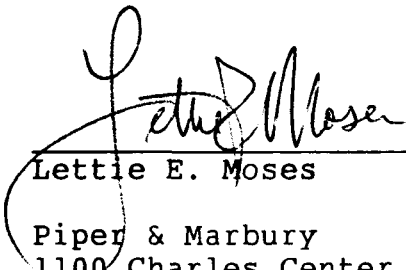
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WHEREFORE, Union demands judgment in the amount of \$14,818.20.



Kenneth L. Thompson




Lettie E. Moses

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1100 Charles Center South
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Attorneys for Defendants
The Union Labor Life Insurance
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 27th day of June, 1988,
a copy of the foregoing Counterclaim was mailed to James R.
Eyler, Esq. and Kristine A. Crosswhite, Esq., Miles &
Stockbridge, 10 Light Street, Baltimore, Maryland 21202
Attorneys for I.E. Shaffer & Company; Mark T. Mixter, Esq.,
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Kenneth L. Thompson

Circuit Court
for
Baltimore City

111 NORTH CALVERT STREET
BALTIMORE, MARYLAND 21202

MARTIN B. GREENFELD
JUDGE

396-4918
City Deal TTY 396-4930

June 27, 1988

Mark T. Mixter, Esq.
Smith, Somerville & Case
100 Light Street
Baltimore, Maryland 21202-1084

Re: Rolnik, et al v. Union Labor, et al
Case No. 87313071/CL-73531

Dear Mr. Mixter:

I was surprised to receive your 6/22/88 letter stating you were surprised by my ruling of 6/20/88, which granted the defendant Union Labor Life's motion to dismiss. Your surprise is based on your impression that Union Labor Life "never filed a motion to dismiss." You will be surprised to learn that Union Labor Life did file a motion to dismiss on 5/27/88, and it now lies in the court file. If you did not receive a copy of that motion, you may want to discuss that with Union's counsel and take appropriate action.

Very truly yours,


Martin B. Greenfeld

MBG:dwn

cc: Kenneth L. Thompson, Esq.
Kristine A. Crosswhite, Esq.
Thomas M. Trezise, Esq.
Court file

SMITH, SOMERVILLE & CASE

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(1901-1980)

WM. B. SOMERVILLE

(1916-1983)

RICHARD W. CASE

(1918-1984)

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THOMAS A. MONTMINY
D. SUZANNE BALDWIN†
DEBORAH M. PEYTON
ANTONIO R. LOPEZ
SHARON K. ENGELHARD*
ALLEN F. LOUCKS
A. DEAN STOCKSDALE
MELANIE L. STEVENS
J. RICHARD SAAS
JEFFREY Y. LAYNOR
LOUISE MCB. SHOEMAKER
M. CRAIG WOLF
LESLIE R. COHEN
MELISSA H. CLARK

*ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
†MEMBER OF NORTH CAROLINA BAR ONLY

June 22, 1988

The Honorable Martin B. Greenfeld
Judge of the Circuit Court
Clarence M. Mitchell, Jr. Courthouse
100 N. Calvert Street
Baltimore, Maryland 21202

RE: Rolnik, et al. v Union Labor, et al.
Case No.: 873130-71/CL 73531

Dear Judge Greenfeld:

I am in receipt of your ruling of June 20, 1988. I was somewhat surprised by the ruling. Your ruling granted Union Labor Life Insurance Company's motion to dismiss plaintiffs' claim for punitive damages in counts 1 and 2. Union Labor Life never filed a motion to dismiss. Rather, I.E. Shaffer & Company filed a motion to dismiss. That motion to dismiss was rendered moot by virtue of the plaintiffs' amended complaint and I.E. Shaffer & Company's answer thereto. In fact, the amended complaint was filed at the request of counsel for I.E. Shaffer. In return, counsel for I.E. Shaffer agreed to withdraw its motion to dismiss and answered the amended complaint. All of that has been done. Enclosed is a copy of my letter of February 16, 1988 to George Riffin of the assignment office. I have also enclosed a copy of attorney Crosswhite's letter of February 15, 1988. Please note that those letters confirm the agreement reached by and between the undersigned and counsel to I.E. Shaffer.

I have enclosed a proposed order which I believe resolves the inconsistency between the docket and your ruling of June 20, 1988. If you would kindly execute the enclosed order

FILED

JUN 23 1988

CIRCUIT COURT FOR
BALTIMORE CITY

The Honorable Martin B. Greenfeld
Judge of the Circuit Court
Clarence M. Mitchell, Jr. Courthouse
Page 2
June 22, 1988

and circulate copies to all counsel it would be appreciated.
Thank you for your time and cooperation.

Very truly yours,

Mark T. Mixer

MTM/sll
Enclosures

cc: Kristine A. Crosswhite, Esquire
Kenneth L. Thompson, Esquire
Thomas M. Trezise, Esquire
Clerk, Circuit Court for Baltimore City
Case No.: 873130-71/CL 73531

101 BAY STREET
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11350 RANDOM HILLS ROAD
FAIRFAX, VIRGINIA 22030

117 WEST PATRICK STREET
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TELEX 87-511

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ROCKVILLE, MARYLAND 20850

401 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

1701 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006

February 15, 1988

Mark Mixter, Esquire
SMITH, SOMERVILLE & CASE
100 Light Street
Sixth Floor
Baltimore, Maryland 21202

RE: Rolnik v. I.E. Shaffer & Company, et al.

Dear Mark:

This letter will confirm our telephone conversation of February 5, 1988. Specifically, as I told you on the telephone, I moved to dismiss your Request for Declaratory Relief as to fraud, negligent misrepresentation and breach of contract in the above-captioned matter because I believe they are inappropriate subjects for declaratory relief. As per our telephone conversation, if you will amend your Complaint to properly set forth claims at law for fraud, negligent misrepresentation and breach of contract with a ancillary count for declaratory relief for construction of the insurance policy, I will withdraw my Motion to Dismiss on the grounds stated in the motion.

Very truly yours,


Kristine A. Crosswhite

KAC/cj
MISC.1(45-46)
cc: Kenneth L. Thompson, Esquire
Thomas Trezise, Esquire

SMITH, SOMERVILLE & CASE

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GLENN C. PARKER
JOSEPH M. ROULHAC
ROBERT E. POWELL
ROBERT E. CADIGAN
ROBERT J. CARSON
THEODORE B. CORNBLATT*
DOUGLAS G. WORRALL
BARBARA ANN SPICER
JOHN G. PRENDERGAST, JR.
DAVID BIELAWSKI
BARRY BACH
KENNETH C. LUNDEEN
HOWARD G. GOLDBERG*
GARY F. FLORENCE
TERRENCE M. FINN
MICHAEL JAMES KELLY
A. GWYNN BOWIE, JR.
RONALD G. DAWSON
S. WOODS BENNETT
DONALD J. MCCARTNEY*
DOUGLAS B. SCHOETTINGER
JOHN R. PENHALLEGON

JOHN J. BOYD, JR.
JAMES E. BAKER, JR.
JEFFREY J. PLUM
PATRICK M. PIKE
MARK T. MIXTER
STEPHEN R. LOHMAN*

SENIOR COUNSEL
PHILLIPS L. GOLDSBOROUGH III
ALFRED M. PORTH
M. KING HILL, JR.
JOHN H. BOLGIANO

OF COUNSEL
MARJORIE S. HOLT

CLATER W. SMITH
(1901-1980)
WM. B. SOMERVILLE
(1916-1983)
RICHARD W. CASE
(1918-1984)

ATTORNEYS AT LAW

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RAYMOND G. MULLADY, JR.
STEVEN G. HULL
CHRISTOPHER J. HEFFERNAN*
WILLIAM R. VAN WAMBEKE*
DEBORAH K. SOBIESKI*
PATRICIA MCHUGH LAMBERT
CLEMMENT D. ERHARDT III*
CATHERINE A. POTTHAST
MARGARET M. MCKEE
ROBERT L. HUMPHREYS, JR.*
MYKEL HITSSELBERGER*
SUSAN M. CARRIER*
DARYL J. SIDLE
MICHAEL H. DAVIS*
CONNIE E. WILLIAMS*
EDWARD J. BROWN
THOMAS C. CARDARO

CHERYL O'DONNELL GUTH
BRIAN S. JABLON
C. ROBERT LOSKOT
CRAIG F. BALLEW
DOUGLAS N. SILBER*
PATRICK J. MCCORMICK III*
DAVID G. LAROCHE
BARRY K. DOWNEY
GREGORY J. PSORAS
PATRICK A. ROBERSON
KATHRYN GRILL GRAEFF
THOMAS A. MONTMINY
D. SUZANNE BALDWIN†
DEBORAH M. PEYTON
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A. DEAN STOCKSDALE
MELANIE L. STEVENS
J. RICHARD SAAS
JEFFREY Y. LAYNOR
LOUISE MCB. SHOEMAKER
M. CRAIG WOLF
LESLIE R. COHEN

*ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
†MEMBER OF NORTH CAROLINA BAR ONLY

February 16, 1988

Mr. George B. Riggin, Jr.
Assignment Commissioner
Circuit Court for Baltimore City
203 Courthouse West
100 N. Calvert Street
Baltimore, Maryland 21202

RE: Soldik, et al. v. Union Labor, et al.
Case No.: 87313071/CL73531

Dear Mr. Riggin:

Please be advised that the defendant, I.E. Shaffer & Company and the plaintiffs have resolved the motion to dismiss filed on behalf of I.E. Shaffer. Specifically, Kristine Crosswhite on behalf of I.E. Shaffer and Mark Mixter, plaintiff's counsel discussed this matter on February 5, 1988 at which time it was agreed that the plaintiffs would amend their complaint in certain respects in turn for which Shaffer will withdraw its motion to dismiss. Ms. Crosswhite also represented to the undersigned that she will be forwarding a letter specifically setting forth the manner in which she and her client wish to have the current complaint amended.

Mr. George B. Riggin, Jr.
Assignment Commissioner
Circuit Court for Baltimore City
Page 2
February 16, 1988

Accordingly, it will not be necessary to schedule a hearing on the motion to dismiss filed on behalf of I.E. Shaffer. Thank you for your time and cooperation.

Very truly yours,

Mark T. Mixer

MTM/slp

cc: Kristine A. Crosswhite, Esquire
Thomas M. Trezise, Esquire
Kenneth L. Thompson, Esquire

JOSEPH ROLNIK and
DEBORAH ROLNIK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

*

*

*

*

*

*

*

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

*

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ORDER

It is hereby ORDERED this _____ day of _____,
1988 that this Court's ruling of June 20, 1988 is rescinded
because Union Labor Life Insurance Company, as of the date of
this order, has not filed a motion to dismiss and because the
motion to dismiss filed on behalf of I.E. Shaffer & Company in
response to the plaintiffs' complaint for declaratory judgment
was rendered moot by virtue of the plaintiffs' first amended
complaint and I.E. Shaffer & Company's answer thereto.

THE HONORABLE MARTIN B. GREENFELD

FILED

JUN 16 1988

JOSEPH ROLNIK, et al.,

Plaintiffs,

CIRCUIT COURT FOR ^{*}IN THE
BALTIMORE CITY, ^{*}

CIRCUIT COURT

v.

* FOR

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,

* BALTIMORE CITY

Defendants.

* Case No. 87313071/CL73531

*

* * * * *

REQUEST FOR PRODUCTION OF DOCUMENTS

Defendant, I.E. Shaffer & Company ("I.E. Shaffer") by its attorneys, James R. Eyler and Kristine A. Crosswhite, requests pursuant to Maryland Rule 2-422 that the plaintiffs, Joseph Rolnik and Debra Rolnik, produce the following documents within 30 days after service of this request at the law offices of Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202.

INSTRUCTIONS AND DEFINITIONS

1. This Request is intended to cover all documents in the possession of the plaintiffs, or subject to their custody and control.

2. As used in this Request, the term "documents" means, without limitations, the following items, whether printed or recorded or reproduced by any mechanical or photographic process, or written or produced by hand: agreements; communications; reports; correspondence; telegrams; memoranda; summaries or records of telephone conversations or teleconferences; summaries or records of personal conversations, meetings or interviews; summaries, records or

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notes of meetings; conferences or teleconferences; summaries, reports or notes of investigations or negotiations; diaries; graphs; computer print-outs; computer discs, tapes or other computerized maps; opinions or reports of consultants, auditors or other experts; photographs; slides; motion picture film; photographic negatives; brochures; pamphlets; advertisements; circulars; press releases; drafts; letters; appointment books; calendars; desk pads; logs, minutes of meetings; invoices; credits; debits; transcripts; checks; entries into books of account; ledgers; any marginal comments or notes appearing on any documents; and all other writings.

3. Where a particular document is described, e.g., agreements, minutes, etc., such description shall be deemed to include all drafts of such documents, including the final draft, if any.

4. If any documents requested herein are not produced due to a claim of privilege (privilege as used herein shall include work product) each such document shall be adequately described, and the factual basis for the claim of privilege stated. Documents shall be deemed to have been adequately listed and described for the purpose of this request when the following information shall have been provided:

(a) The place, approximate date and manner of preparation of the documents;

(b) The name of each person, including stenographic or clerical assistants, participating in the preparation of the documents;

(c) The name and corporate position, if any, of each person, other than attorneys representing the plaintiffs, to whom the contents of the document have been communicated by copy, blind copy, exhibition, reading, reference or substantial summarization; and

(d) The nature of the document and a brief description of its subject matter.

5. To the extent any request is objected to on grounds other than privilege, set forth the factual basis of the objection. If you object in part to any request, produce all documents included in the remainder of that request.

6. Where a complete production to a particular request is not possible, production should be made to the extent possible and the response should indicate why only partial production could be made.

7. If any requested document was, but is no longer, in your possession or subject to your custody and control, state what disposition was made of it.

8. This request includes the production of all non-identical copies, including drafts and copies upon which notes or comments have been made.

9. The pronoun "you" and "your" shall refer to the plaintiffs, individually, to whom this request is directed, as well as to any of your agents, employees or authorized representatives.

DOCUMENTS TO BE PRODUCED

1. All documents identified in your answers to the

Interrogatories of any party.

2. All written reports of each person whom you expect to call as an expert witness at trial.

3. All written or recorded statements or correspondence of any agent, servant, employee or representative of I.E. Shaffer & Company and Union Labor Life Insurance Company concerning the insurance policy issued to Joseph Rolnik and providing insurance benefits to Deborah Rolnik for treatment provided by The Sheppard and Enoch Pratt Hospital Inc.

4. All documents that constitute, contain information about, refer or relate to any conversation, communication or meeting between you or your representatives and any representative of I.E. Shaffer or Union Labor Life Insurance Company in connection with the subject matter of this action.

5. All documents that contain information about, refer or relate to the subject matter of this action.

6. All documents upon which you will rely to support claims made in the Complaint.

7. All medical records or any other records or materials relating to any diagnosis or treatment, tests or procedures, financial records, bills, invoices, or memoranda relating to all the plaintiffs' physical, medical or mental conditions or disabilities for a period of five years before and up to the date of the occurrence which is the subject matter of this action.

8. The insurance policy, policy no. C-2023.

James R. Eyler HC
James R. Eyler

Kristine A. Crosswhite
Kristine A. Crosswhite
MILES & STOCKBRIDGE
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for I.E. Shaffer &
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of June, 1988, a copy of the foregoing Request for Production of Documents was mailed first class, postage prepaid to:

Mark T. Mixter, Esquire
Smith, Somerville & Case
100 Light Street
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burke, Esquire
Semmes, Bowen & Semmes
401 Washington Avenue
Towson, Maryland 21285

Kenneth L. Thompson, Esquire
Lettie Moses, Esquire
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Kristine A. Crosswhite
Kristine A. Crosswhite

C:KACSHA01.REQ/bah

FILED

E. Oberfeld

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B.W.

JUN 16 1988

JOSEPH ROLNIK, et al., CIRCUIT COURT FOR ^{IN THE} BALTIMORE CITY
Plaintiffs, * CIRCUIT COURT

v. * FOR
THE UNION LABOR LIFE * BALTIMORE CITY

INSURANCE COMPANY, et al., * Case No. 87313071/CL73531
Defendants. *

* * * * *

INTERROGATORIES

TO: Joseph Rolnik and Debra Rolnik, Plaintiffs

BY: I.E. Shaffer & Company, Defendant

INSTRUCTIONS AND DEFINITIONS

Pursuant to Rule 2-421 of the Maryland Rules of Procedure, you are requested to answer the following Interrogatories in writing and under oath.

- (a) These Interrogatories are continuing in character and require you to file Supplemental Answers if you obtain further or different information prior to trial.
- (b) Where the name or identity of a person is requested, please state full name, home address, and business address, if known.
- (c) Unless otherwise indicated, these Interrogatories refer to the time, place and circumstances of the occurrence mentioned or complained of in the pleadings.
- (d) Where knowledge, information or possession of a party is requested, such request includes knowledge of the party's agents, representatives and, unless privileged, his attorneys. When answer is made by a corporate defendant, please state the name, address and title of the person supplying the information and making the affidavit and the sources of the information.
- (e) The pronoun "you" or "your" refers to the party to whom these Interrogatories are addressed and the person or persons mentioned in clause (d).
- (f) To the extent that you object to any of the following Interrogatories or definitions and instructions applicable thereto, answer as much

of such Interrogatory and identify or produce the relevant documents in response thereto which are not objected to and state specifically each ground upon which objection is made. In the event any objection is made upon grounds of privilege, state the nature of the privilege claimed and describe the subject matter to which such claim of privilege relates.

- (g) Where the identity or identification of a document is requested, state the date, the addressee, the type of document and any other means of identifying it with sufficient particularity. If such document was, but is no longer in your possession or subject to your control, state what disposition was made of it and the reason for such disposition. In lieu of identifying any document, a true and correct copy thereof may be annexed to and incorporated in these Answers to Interrogatories.
- (h) As used in these Interrogatories, the term "document" includes, without limitation, any written, printed, recorded, taped, videotaped, graphic, computerized print-out, or tangible matter from whatever source, however produced or reproduced, whether in draft or otherwise, whether sent or received or neither, of any and all writings, correspondence, letters, agreements, contracts, notes, office records, medical records, laboratory results, x-rays, radiographic studies, invoices, reports, books, receipts, statements of books of account, magazine or journal articles and any other records and documentary materials of any kind or nature.

INTERROGATORIES

1. State your full name, home and business address, date of birth, marital status, social security number and any other names by which you ever have been known.

2. If you ever have been convicted of a crime other than a minor traffic offense since your eighteenth birthday, when you were represented by counsel or waived your right to counsel, state the name of such crime(s) and the date and the court in which conviction occurred.

3. If you were gainfully employed at any profession, trade, occupation or job during the past ten (10) years, describe such employment by stating the names and addresses of all employers, the dates thereof, the duties performed, the salary or wage earned, and the reason, if any, for termination.

4. Name any persons not heretofore mentioned who have personal knowledge of the facts material to this occurrence and identify the knowledge that the person has in connection with the events claimed in your First Amended Complaint.

5. If you have signed statements or oral statements which were reduced to writing from anyone having knowledge of facts material to this case, identify each such statement by stating the name of the person who has it, the date it was given, and in whose custody it now is and attach to your answers a copy of any statement obtained from the party propounding these Interrogatories or any of its agents, servants, or employees.

6. State with particularity and in complete detail how you contend the occurrence(s) giving rise to this litigation took place including in your answer a complete description of all of your contacts with the party propounding these Interrogatories or any of its agents, servants, or employees, the date of any and all such contacts, what was discussed during any and all such contact, all contacts with the co-defendants, the date of all such contacts, and what was discussed during any and all such contacts.

7. If it is your contention that any other person or entity who is not a party to this action caused or contributed

to the occurrence(s) alleged in your First Amended Complaint in any way or manner, state the identity of that person or entity and the facts upon which you base your contention.

8. If you contend that you suffered or are suffering from any injury or loss as a result of the occurrences alleged in your First Amended Complaint, describe that injury or loss with particularity specifying the nature and extent of such loss or injury.

9. If any part of the loss described in your Answer to Interrogatory No. 8 is monetary in nature, itemize the amount(s) of the loss, the person or entity to whom the same was (is) owed, if the same is wages, from whom the same were lost and the amount thereof.

10. State the names and specialties of all experts, including, but not limited to, doctors, engineers, economists, appraisers and accountants, whom you propose to call as witnesses at the trial of this case and attach copies of any report(s) which you have received from these experts to these Answers to Interrogatories.

11. If there is a co-defendant or defendants in this action and if you contend that the occurrence or the injuries or losses claimed to have been sustained were caused or directly contributed by any act or omission on the part of any co-defendant, state the name of each co-defendant and set forth concisely, but completely, the nature of each act or omission which you contend caused or contributed to your alleged losses.

12. State whether you, or any agent or employee of yours

acting on your behalf, have entered into any settlements or releases in connection with the occurrence complained of. If your answer is in the affirmative, state the identities of all parties thereto, the date of all releases or settlements, the terms of all releases or settlements, and if you will do so without a formal Request for Production of Documents, attach a copy of all such releases or settlements to your Answers to these Interrogatories.

13. If you ever filed or asserted any claims for this alleged injury or any other injury prior to or subsequent to the occurrence(s) complained of in your First Amended Complaint give full details, including the name and address of each person, firm or corporation and their insurance companies, if any against whom (which) each claim was asserted and the name of the court, commission, board or other body, if any, in which you filed suit or claim and the date of filing.

14. Describe with particularity any conversations you had with the I.E. Shaffer & Company, its agents, servants or employees, oral or written, face to face, by telephone, or otherwise, and with respect to each conversation identified, state the date of the conversation, identify all persons who were present or within hearing distance at the time of the conversation, state what was said by you and what was said by I.E. Shaffer, its agents, servants or employees and state how, if at all, you relied on any representation by I.E. Shaffer, its agent, servant or employee concerning the payment of your medical expenses under the insurance policy identified in

paragraph 4 of your First Amended Complaint.

15. Describe with particularity any conversations you had with Union Labor Life Insurance Company, its agents, servants or employees, oral or written, face to face, by telephone, or otherwise, and with respect to each conversation identified, state the date of the conversation, identify all persons who were present or within hearing distance at the time of the conversation, state what was said by you and what was said by Union Labor Life Insurance Company, its agents, servants, or employees and state how, if at all, you relied on any representation made by Union Labor Life Insurance Company, its agents, servants or employees concerning the payment of your medical expenses or the scope of coverage under the insurance policy identified in paragraph 4 of your First Amended Complaint.

16. State the facts upon which you base your contention set forth in paragraph 19 of your Complaint that defendants intended that the plaintiffs would rely on the representations and were reasonably aware that the plaintiff would act in reliance upon these representations referred to in your Answers to Interrogatory Nos. 14 and 15.

17. State with particularity all the facts on which you base your contention made in paragraphs 23 and 24 of your Complaint that I.E. Shaffer, its agents, servants or employees misrepresented to the plaintiffs the scope of insurance provided by the insurance policy issued to the plaintiffs, and that I.E. Shaffer, its agents, servants or employees, knew of

the falsity of their representations and intended to create a false impression of the actual scope of insurance coverage.

18. With respect to each representation identified in your Answer to Interrogatory No. 17, state when the representation was made, how the representation was false, why and how the representation had a capacity, tendency, or effect of misleading you and how you relied upon the misrepresentation.

19. Identify each and every document, letter or correspondence, in your possession or control which refers in any way to the insurance policy issued to the plaintiffs by Union Labor Life Insurance and the scope of coverage of that policy.

20. Identify each and every document upon which you rely in support of your contention that I.E. Shaffer, its agents, servants or employees, committed fraud or misrepresentation with respect to the scope of the coverage provided under the insurance policy referred to in paragraph 4 of your First Amended Complaint.

21. If it is your contention that continued treatment of Deborah Rolnik was or is medically necessary, state the facts upon which you base this contention.


James R. Eyler

Kristine A Crosswhite

Kristine A. Crosswhite
MILES & STOCKBRIDGE
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for I.E. Shaffer &
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of June, 1988, a
copy of the foregoing Interrogatories was mailed first class,
postage prepaid to:

Mark T. Mixter, Esquire
Smith, Somerville & Case
100 Light Street
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burke, Esquire
Semmes, Bowen & Semmes
401 Washington Avenue
Towson, Maryland 21285

Kenneth L. Thompson, Esquire
Lettie Moses, Esquire
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Kristine A Crosswhite

Kristine A. Crosswhite

C:\KACSHA01.INE/bah

15

CIRCUIT COURT FOR BALTIMORE CITY

JUDGE MARTIN B. GREENFELD

SITTING AS MOTIONS JUDGE

CASE No.: 87313071/CL-73531

APPEARANCES:

CASE TITLE:

FOR PLAINTIFF(S):

JOSEPH ROLNIK, et al
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al

Mark T. Mixter

FOR DEFENDANT(S):

DATE OF HEARING:

James R. Eyler
Kristine A. Crosswhite
Kenneth L. Thompson
Lettie E. Moses
Thomas M. Trezise

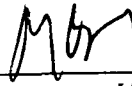
DATE OF RULING: 6/20/88

RULING BY THE COURT:

Defendant Union Labor's motion to dismiss plaintiffs' claims for punitive damages in Counts 1 and 2 are GRANTED, no opposition having been filed thereto.

NOTE: In the future, counsel is to submit a proposed order with any motion that counsel files.

CC: COUNSEL LISTED ABOVE



JUDGE

14
15/5

FILED

MAY 27 1988

JOSEPH ROLNIK, et al.

Plaintiffs

v.

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.

Defendants

* IN THE CIRCUIT COURT FOR BALTIMORE CITY
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No: 87313071/CL73531
*

* * * * *

MOTION TO DISMISS CLAIMS FOR PUNITIVE DAMAGES

Defendant, The Union Labor Life Insurance Company by its attorneys Kenneth L. Thompson and Lettie E. Moses moves to dismiss Plaintiffs' claims for punitive damages in Counts I and II of the First Amended Complaint for the reasons set forth herein, as more particularly set forth in the attached Memorandum in Support, and states:

1. Count I of Plaintiffs' First Amended Complaint alleges the Defendants had a duty to make accurate representations to plaintiff and that they breached that duty.

2. Count I further alleges that Plaintiffs reasonably relied upon the Defendants' representations, the Defendants intended Plaintiffs would so rely and that the Defendants intended and were reasonably aware that Plaintiffs would act in reliance upon those statements.

3. Count I further alleges that as a result of plaintiffs' reliance upon the alleged misstatements, Plaintiffs were caused to sustain loss and damage.

4. In Count I of the First Amended Complaint Plaintiffs pray for punitive damages but fail to state a claim upon which punitive damages may be awarded in Maryland.

5. Count II of plaintiffs' First Amended Complaint alleges defendants misrepresented to Plaintiffs the scope of the insurance policy.

6. Count II further alleges that at the time of those alleged misrepresentations "the Defendants knew of their falsity and/or made such misrepresentations and/or intended to create a false impression of the actual scope of insurance". See First Amended Complaint, Count II, ¶24.

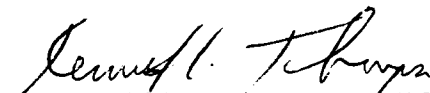
7. Count II further alleges defendants made the representations at a time when they knew Plaintiffs would rely upon them and that Plaintiffs did justifiably rely upon them by continuing treatment for Deborah Rolnik at the hospital.

8. Count II further alleges that the alleged misstatements "constitute outrageous, malicious, gross and wanton conduct on the part of the Defendants and were made with an intent to harm and injure the Plaintiffs". See First Amended Complaint, Count II, ¶27.

9. Count II further alleges that Plaintiffs have sustained severe damage and injury as a result of their reliance on the alleged misrepresentations.

10. Plaintiffs pray for punitive damages in Count II of the First Amended Complaint but fail to state a claim upon which punitive damages may be awarded in Maryland.

WHEREFORE, The Union Labor Life Insurance Company respectfully requests that the plaintiffs' request for punitive damages in Counts I and II of the First Amended Complaint be dismissed.



Kenneth L. Thompson



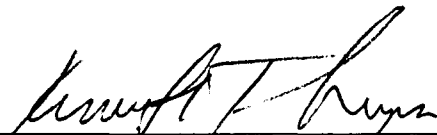
Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorneys for Defendant
The Union Labor Life
Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 25 day of May, 1988, a copy of the foregoing Motion to Dismiss Claims for Punitive Damages was mailed, postage prepaid, to: James R. Eyler, Esq. and Kristine A. Crosswhite, Esq., Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 attorneys for I.E. Shaffer & Company; Mark T. Mixter, Esq., Smith, Somerville & Case, 100 Light Street, 6th Floor, Baltimore, Maryland, 21202, attorney for Plaintiffs; and Thomas M. Trezise, Esq., Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland, 21204, attorneys for Co-Defendant.



Kenneth L. Thompson

FILED

MAY 27 1988

CIRCUIT COURT FOR
BALTIMORE CITY

JOSEPH ROLNIK, et al.

Plaintiffs

v.

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No: 87313071/CL73531

* * * * *

MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS CLAIMS
FOR PUNITIVE DAMAGES

Defendant, The Union Labor Life Insurance Company through its attorneys Kenneth L. Thompson and Lettie E. Moses respectfully submits this Memorandum in Support of the attached Motion to Dismiss Claims for Punitive Damages.

STATEMENT OF THE CASE

Plaintiff filed a Complaint for Declaratory Judgment in this matter requesting that the Court declare defendants negligently or fraudulently misrepresented the scope of the disputed insurance contract, that plaintiffs justly relied on the alleged misrepresentations and that, as a consequence, plaintiffs were entitled to compensatory and punitive damages. Defendants answered through their respective counsel. Plaintiff then filed its First Amended Complaint setting forth the same allegations but in three separate counts (Count I -

Misrepresentation, Count II - Fraud and Count III - Breach of Contract).

FACTS

Count I of plaintiffs' First Amended Complaint alleges a cause of action for misrepresentation. Plaintiffs pray for compensatory damages in the amount of \$200,000 and punitive damages in the amount of \$1,000,000. Plaintiffs' prayer is based on facts that allege defendants owed a duty to plaintiffs to make proper and accurate representations regarding the scope of the insurance policy in question; defendants breached that duty; plaintiffs reasonably relied upon the representations provided to them concerning the scope of the insurance policy; and at the time defendants made the misrepresentations, defendants intended that plaintiffs would rely upon them and were reasonably aware plaintiffs would act in reliance upon them.

Count II of the First Amended Complaint alleges a cause of action for fraud. Plaintiffs demand judgment for \$200,000 in compensatory damages and \$2,000,000 in punitive damages. Plaintiffs' demand is based on facts that allege defendants misrepresented the scope of the insurance policy; defendants knew of the falsity of their statements and/or made such misrepresentations and/or intended to create a false impression; defendants made the statements when they knew

plaintiffs would rely upon them; plaintiffs justifiably relied upon the statements; the statements constitute outrageous, malicious, gross and wanton conduct; the statements were made with an intent to harm and injure plaintiffs; and as a result of plaintiffs' reliance on the misrepresentations, plaintiffs have sustained severe damage and injury.

ARGUMENT

I. Punitive Damages May Not Be Recovered Absent a Showing of Malice

Punitive or exemplary damages may only be awarded when malice has been proven. H & R Block v. Testerman, 275 Md. 36, 338 A.2d 48 (1975). Where a party merely acts with the honest assertion of a supposed right, no liability for punitive damages may lie even if the other party is injured as a result of that action. Id.

Malice may be proven by a showing of actual malice or its legal equivalent. Id. Actual malice is indicated when a party acts with the specific intent to injure the other while implied or constructive malice may be inferred from the callous and wanton behavior of the actor. Id.

The type of malice which is required to obtain an award for punitive damages depends on the type of tortious action upon which the plaintiff states its claim. Torts involving the reckless use of automobiles may result in an

award of punitive damages where there is a showing of implied malice. Smith v. Gray Concrete Pipe Co., 267 Md. 149, 297 A.2d 721 (1972). However, a tort which arises out of a contractual relationship may not result in an award of punitive damages based on implied malice; actual malice must be shown. Testerman, supra.

II. Plaintiffs' Cause of Action Arose Out of a Contractual Relationship

An alleged tort arises out of a contractual relationship when there is a direct nexus between the tortious act and the performance or breach of the underlying contract. Testerman, supra. G.M. Corp. v. Piskar, 281 Md. 627, 637 (1977). Where the action constituting the alleged breach is also the action constituting the alleged tort, the tort is deemed to "arise out of" the underlying contract. Id.

Here, plaintiffs claim defendants misrepresented the scope of the insurance policy in question. Plaintiffs also claim defendants fraudulently mistated the terms of the policy. By so doing, plaintiffs claim, defendants also breached the insurance contract. See First Amended Complaint, Count III. The alleged torts grew out of the contractual relationship existing between plaintiffs and defendants, under the Testerman rule.

III. Actual Malice Must Be Shown

Once it is determined that a tort arises out of a contractual relationship, the Court may only allow punitive damages when there is a showing of actual malice. Id. The Court of Appeals defined actual malice in Drug Fair v. Smith, 263 Md. 341, _____, 283 A.2d 392, _____ (1971):

the performance of an unlawful act, intentionally or wantonly, without legal justification or excuse but with an evil or rancorous motive influenced by hate; the purpose being to deliberately and wilfully injure the plaintiff.

As the Court of Appeals later stated in Testerman,
supra:

. . . if, for example, there was evidence tending to show that the defendant had caused the contract to be broken for the sole purpose, and with the deliberate intention of wrongfully injuring the plaintiff, exemplary damages might be recovered, but when the object was merely to benefit itself, although the plaintiff would be thereby injured, there would be no more reason for allowing such damages than there would be in a suit by one party to a contract against the other for breach of it
. . .

275 Md. at 44 quoting Knickerbocker Co. v. Gardner Co., 107 Md. 556, 569-70, 69 S. 405 (1908).

A. There is No Evidence of Actual Malice

There is no evidence or facts presented by plaintiffs to suggest defendants acted with the specific intent to injure

plaintiffs. Defendants have merely acted in a manner consistent with the terms of the insurance contract. They had no intent to deliberately and willfully injure the plaintiffs and plaintiffs have not presented any evidence or facts to suggest that they did.

The only portion of plaintiffs' pleading which addresses the issue is Count II, ¶ 27:

27. That the false and misleading statements and misrepresentations made by the defendants concerning the scope of the insurance provided by the insurance policy constitute outrageous, malicious, gross and wanton conduct on the part of the defendants and were made with an intent to harm and injure the plaintiffs.

Even assuming, arguendo, plaintiffs could establish that by exercising their rights under the contract to refuse to pay for treatment not covered the defendants had acted in a manner that could be considered "outrageous, malicious, gross and wanton", plaintiffs would only be proving implied malice. Malice will be implied where conduct is 'outrageous, malicious, gross and wanton'. Testerman, supra.

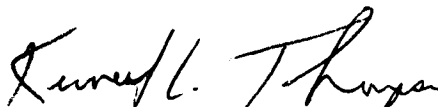
However, implied malice is not sufficient to sustain an award of punitive damages where the alleged tort arose out of a contract. Drug Fair and Testerman, supra. Plaintiffs must show that the defendants' sole motivation for denying coverage under contract was to injure the plaintiffs. Id.

They must show the defendants' actions were without legal justification or excuse and they acted with an evil motive. Id. Plaintiffs have failed to present any facts to support a finding that defendants did act or were motivated to act in such a manner.

The principle behind the rule which requires a plaintiff to show actual malice instead of merely implied malice where a contract is involved is the long settled maxim that a party to a breached contract is only entitled to those damages which arise naturally from the breach, or as may reasonably be supposed to have been in contemplation of both parties. Casualty Ins. Co. v. Messenger, 181 Md. 295, 300 (1943) citing Hadley v. Baxendale, 9 Exch., 341, 5 Eng. Rul. Cas. 502, 504. When a contract has been breached, the desire of the courts is to make the injured party whole. Id. To hold the Defendants liable for punitive damages for merely asserting their rights under the contract would not be in accord with this long standing principle or the law in Maryland. Id; Testerman, supra.

CONCLUSION

For the foregoing reasons, The Union Labor Life Insurance Company requests that the Court dismiss plaintiffs' claims for punitive damages in Counts I and II of the First Amended Complaint.



Kenneth L. Thompson

Lettie E. Moses

Lettie E. Moses

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1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorneys for Defendants
The Union Labor Life Insurance
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 25 day of May, 1988, a copy of the foregoing Memorandum in Support of Motion to Dismiss Claim for Punitive Damages, was mailed, postage prepaid to James R. Eyler, Esq. and Kristine A. Crosswhite, Esq., Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 Attorneys for I.E. Shaffer & Company; Mark T. Mixter, Esq., Smith, Somerville & Case, 100 Light Street, 6th Floor, Baltimore, Maryland, 21202, Attorney for Plaintiffs; and Thomas M. Trezise, Esq., Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland, 21204, Attorneys for Co-Defendant.

Kenneth L. Thompson

Kenneth L. Thompson

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FILED

MAY 27 1988

CIRCUIT COURT FOR
BALTIMORE CITY

JOSEPH ROLNIK, et al.

Plaintiffs

v.

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* CASE NO: 87313071/CL73531
*

* * * * *
THE UNION LABOR LIFE INSURANCE COMPANY ANSWER TO
FIRST AMENDED COMPLAINT

The Union Labor Life Insurance Company, a defendant,
by its attorneys, answers Plaintiff's First Amended Complaint
as follows:

FIRST DEFENSE

The Amended Complaint fails to state any claim
against the Defendant, Union Labor Life, upon which relief can
be granted.

SECOND DEFENSE

Plaintiffs have failed to join necessary parties
pursuant to Maryland Rule 2-211.

THIRD DEFENSE

Plaintiffs' claims are barred by the applicable
statute of limitations.

FOURTH DEFENSE

Plaintiff, Deborah Rolnik, was not a beneficiary
under the Union Labor Life Policy.

FIFTH DEFENSE

None of the treatment received by the Plaintiff, Deborah Rolnik, while hospitalized at Sheppard & Enoch Pratt Hospital, was covered under the policy.

SIXTH DEFENSE

In the alternative, if Deborah Rolnik is a beneficiary under the policy, the Defendant has paid approximately \$192,000 on behalf of the Plaintiffs which amount constitutes all amounts due under the policy in question for the treatment of the Plaintiff, Deborah Rolnik.

SEVENTH DEFENSE

If Deborah Rolnik was a beneficiary under the policy, she was not eligible to benefit from the amendment to the policy.

EIGHTH DEFENSE

Union Labor Life did not negligently or fraudulently misrepresent the scope of the policy to the plaintiffs or the hospital.

NINTH DEFENSE

Union Labor Life did not breach its contract with the Plaintiff, Joseph Rolnik.

TENTH DEFENSE

Pursuant to Maryland Rule 2-323(d), Defendant, the Union Labor Life Insurance Company, generally denies liability as to Counts I, II and III.

SPECIFIC RESPONSES

1. Union Labor Life is without knowledge or information sufficient to form a belief as to the truth of this averment, and, accordingly, is unable to admit or deny.

2. Union Labor Life is without sufficient knowledge or information to form a belief as to the truth of this averment and, accordingly, cannot admit nor deny.

3. Union Labor Life admits the averments in Paragraph Three.

4. Union Labor Life is without knowledge or information sufficient to form a belief as to the truth of this averment and, accordingly, cannot admit nor deny the averments in Paragraph Four.

5. Union Labor Life admits the allegations of Paragraph Five.

6. Union Labor Life denies the allegations contained in Paragraph Six.

7. Union Labor Life denies the allegations contained in Paragraph Seven.

8. Union Labor Life is without knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph Eight and accordingly is unable to admit or to deny.

9. Union Labor Life admits the allegations contained in Paragraph Nine.

10. Union Labor Life admits the averments contained in Paragraph Ten.

11. Union Labor Life is without knowledge or information sufficient to form a belief as to the truth of the averment in Paragraph Eleven and, accordingly, is unable to admit or deny same.

12. Union Labor Life is without information or knowledge sufficient to form a belief as to the truth of this averment and, accordingly, is unable to admit or deny Paragraph 12.

13. Union Labor Life is without information or knowledge sufficient to form a belief as to the truth of this averment and, accordingly, is unable to admit or deny Paragraph Thirteen.

14. Union Labor Life admits the allegations contained in Paragraph Fourteen.

15. Union Labor Life incorporates by reference herein Paragraphs One through Fifteen above as if the same were fully set forth.

16. Union Labor Life denies the allegations contained in Paragraph Sixteen.

17. Union Labor Life denies the allegations contained in Paragraph Seventeen.

18. Union Labor Life denies the allegations contained in Paragraph Eighteen.

19. Union Labor Life denies the allegations contained in Paragraph Nineteen.

20. Union Labor Life denies the allegations contained in Paragraph Twenty.

21. Union Labor Life denies the allegations contained in Paragraph Twenty-One.

22. Union Labor Life incorporates by reference herein Paragraphs One through Twenty-Two hereof as if the same were fully set forth.

23. Union Labor Life denies the allegations contained in Paragraph Twenty-Three.

24. Union Labor Life denies the allegations contained in Paragraph Twenty-Four.

25. Union Labor Life denies the allegations contained in Paragraph Twenty-Five.

26. Union Labor Life denies the allegations contained in Paragraph Twenty-Six.

27. Union Labor Life denies the allegations contained in Paragraph Twenty-Seven.

28. Union Labor Life denies the allegations contained in Paragraph Twenty-Eight.

29. Union Labor Life incorporates by reference Paragraphs One through Twenty-Eight inclusive herein as if the same were fully set forth.

30. Union Labor Life denies the averments set forth in Paragraph Thirty. Union Labor Life admits that it entered into a contractual agreement with the Plaintiff, Joseph Rolnik, but avers that it promised to pay Joseph Rolnik or any health care provider only those bills incurred for medical expenses in connection with reasonable and necessary treatment.

31. Union Labor Life, denies the allegations contained in Paragraph Thirty-One.

32. Union Labor Life denies the allegations contained in Paragraph Thirty-Two.

33. Union Labor Life incorporates by reference Paragraphs One through Twenty-Two as if the same were fully set forth.

34. Union Labor Life admits the averments contained in Paragraph Thirty-Four.

35. Union Labor Life is without knowledge or information sufficient to form a belief as to the truth of this averment and, accordingly, is unable to admit or deny the allegations contained in Paragraph Thirty-Five.

WHEREFORE, having fully answered the first Amended Complaint, Defendant, Union Labor Life, requests that this Court declare as follows:

A. That all relief requested by the Plaintiffs be denied.

B. That the Petitioner, Deborah Rolnik, was not insured under the policy of her father, Joseph Rolnik, for in-patient care at Sheppard and Enoch Pratt Hospital subsequent to January of 1986.

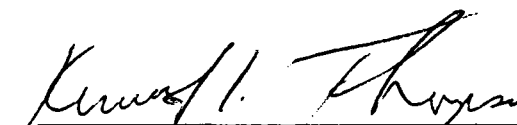
C. That treatment received by the Petitioner, Deborah Rolnik, while hospitalized at Sheppard and Enoch Pratt Hospital after January 1986, be declared to be non-covered under the subject insurance policy.

D. That the Court declare that Joseph Rolnik is not entitled to reimbursement for payments made to Sheppard and Enoch Pratt because the Petitioner, Deborah Rolnik's, continued in-patient hospitalization at Sheppard and Enoch Pratt Hospital, was not medically necessary.

E. That the Court declare that the Petitioners, Joseph Rolnik and Deborah Rolnik, are not entitled to reimbursement by Union Labor Life for any cost attended to the filing and pursuing of this action, including but not limited to legal fees.

F. That the Court award to Union Labor Life all of its attorneys fees and costs incurred in defending this action.

G. That this Court decree such other and further relief as it deems appropriate in the interest of fairness and justice.


Kenneth L. Thompson

-7-

Lettie E. Moses

Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Attorneys for The Union Labor
Life Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 25 day of May, 1988, a copy of the foregoing Motion to Dismiss Claims for Punitive Damages was mailed, postage prepaid, to: James R. Eyler, Esq. and Kristine A. Crosswhite, Esq., Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202 attorneys for I.E. Shaffer & Company; Mark T. Mixer, Esq., Smith, Somerville & Case, 100 Light Street, 6th Floor, Baltimore, Maryland, 21202, attorney for Plaintiffs; and Thomas M. Trezise, Esq., Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland, 21204, attorneys for Co-Defendant.

Kenneth L. Thompson

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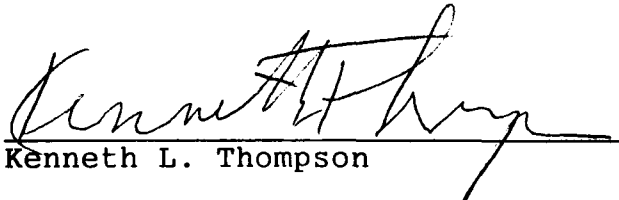
Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* CASE NO: 87313071/CL73531
*

* * * * *

DEMAND FOR JURY TRIAL

The Union Labor Life Insurance Company, Defendant,
demands to have this case tried by a jury.


Kenneth L. Thompson


Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Attorneys for The Union Labor
Life Insurance Company

FILED

APR 19 1988

CIRCUIT COURT FOR
BALTIMORE CITY

JOSEPH ROLNIK, et al.,
Plaintiffs,
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,
Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No. 87313071/CL73531
*

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* * * * *

ANSWER TO FIRST AMENDED COMPLAINT

Defendant, I.E. Shaffer & Company ("I.E. Shaffer"), by its attorneys, James R. Eyler and Kristine A. Crosswhite, pursuant to Rule 2-232 of the Maryland Rules of Procedure and Md. Cts. & Jud. Proc. Code Ann. §3-401, et seq., answers the First Amended Complaint heretofore filed by the plaintiffs, Joseph Rolnik and Deborah Rolnik, and states:

GENERAL DENIAL

1. This defendant generally denies the allegations of liability contained in the First Amended Complaint, and each and every count thereof, pursuant to Rule 2-323(d) of the Maryland Rules of Procedure.

SPECIFIC RESPONSES

2. I.E. Shaffer admits the allegations of Paragraph 1 of the First Amended Complaint.

3. I.E. Shaffer denies the allegations of Paragraph 2 of the First Amended Complaint. Further answering, I.E. Shaffer states that its business records reveal that Deborah Rolnik was referred to Sheppard & Enoch Pratt Hospital

"(Sheppard Pratt") by her therapist, J.D. Townsend, of the Bayonne New Jersey Community Mental Health Center. It is unknown whether Mr. Bayonne is a physician.

4. I.E. Shaffer admits the allegations of Paragraph 3 of the First Amended Complaint.

5. I.E. Shaffer cannot truthfully admit or deny Paragraph 4 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer admits that Deborah Rolnik's in-patient treatment was covered in some instances under the terms of a group insurance policy between the Trustees of the Hudson County Carpenter's Fund (the "Fund") and the Union Labor Life Insurance Company ("ULL") subject to all provisions, terms and exclusions of the policy.

6. I.E. Shaffer cannot truthfully admit or deny Paragraph 5 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer admits that prior to April 1, 1985, the lifetime major medical maximum under the ULL policy was \$100,000. Effective April 1, 1985, the Trustees of the Fund improved major medical plan benefits by increasing the lifetime major medical maximum to \$1,000,000.00.

7. I.E. Shaffer cannot truthfully admit or deny Paragraph 6 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that it has been employed by the Trustees of the fund to serve as Plan Administrator. The purpose of the fund is to provide health care benefits to active eligible and retired employees and their eligible dependents. The benefits under the Fund's

health care plan are partially insured by Blue Cross of New Jersey and partially insured by ULL. At the request of the Trustees of the Fund, ULL granted to I.E. Shaffer the authority to process claims payable under the ULL policy with the Fund. I.E. Shaffer is obligated to process claims in accordance with the provisions of the ULL policy and is subject to audit by ULL. Although I.E. Shaffer has responsibility for day-to-day claims processing, ULL makes the ultimate determination regarding benefits payable under the ULL policy. Certain claim payments were made by I.E. Shaffer pertaining to charges incurred by Deborah Rolnik at Sheppard Pratt based upon the provisions of the ULL policy and the authorization of ULL, however, I.E. Shaffer denies that it "approved" of Deborah Rolnik's hospitalization as alleged in Paragraph 6 of the First Amended Complaint.

8. With respect to Paragraph 7 of the First Amended Complaint, I.E. Shaffer's business records do not memorialize the alleged contact with Sheppard Pratt as alleged. Accordingly, I.E. Shaffer denies the allegations of Paragraph 7 of the First Amended Complaint.

9. With respect to Paragraph 8 of the First Amended Complaint, I.E. Shaffer's business records do not memorialize the alleged contact from Kathryn Gallagher and, accordingly, I.E. Shaffer denies the allegations of Paragraph 8 of the First Amended Complaint.

10. I.E. Shaffer admits the allegations of Paragraph 9 of the First Amended Complaint.

11. I.E. Shaffer cannot truthfully admit or deny Paragraph 10 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that on or about February 24, 1986, it notified Sheppard Pratt Physicians, P.A. (the "P.A.") that a review of Deborah Rolnik's file was being conducted and requested an update on her medical history. The P.A. did not respond. On or about March 19, 1986, another letter was forwarded to the P.A. stating that a review was being conducted and again requesting updated medical information. The P.A. responded on or about March 25, 1986 and I.E. Shaffer forwarded the P.A.'s response to ULL on or about April 15, 1986. During the time period that Deborah Rolnik's file was being reviewed by ULL, I.E. Shaffer continued to process and pay claims made by or on behalf of by Deborah Rolnik. By letter dated May 30, 1986, I.E. Shaffer was advised by ULL that payment of claims incurred by Deborah Rolnik was authorized through January, 1986. I.E. Shaffer had already processed claims incurred after January, 1986. I.E. Shaffer contacted ULL by telephone regarding the disposition of claims incurred by Deborah Rolnik after January, 1986 and was instructed to discontinue payments until ULL's review was completed. On August 5, 1986, ULL wrote directly to Sheppard Pratt advising of the ULL review of Deborah Rolnik's claim and requesting additional documentation.

12. I.E. Shaffer admits the allegations of Paragraph 11 of the First Amended Complaint.

13. I.E. Shaffer does not have sufficient knowledge or information to admit or deny the allegations of Paragraph 12 of the First Amended Complaint and, accordingly, denies the same.

14. I.E. Shaffer cannot truthfully admit or deny Paragraph 13 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that the last billing it received from Sheppard Pratt pertaining to Deborah Rolnik was for the time period March 1 through 17, 1987. I.E. Shaffer has no knowledge of whether Deborah Rolnik was released, where she was placed or why she left Sheppard Pratt, if in fact she did leave Sheppard Pratt.

15. I.E. Shaffer cannot truthfully admit or deny Paragraph 14 of the First Amended Complaint as phrased. Further answering, I.E. Shaffer states that on or about April 27, 1987, Ms. Ettie Barsky ("Barsky") of ULL contacted I.E. Shaffer and indicated that ULL's review of Deborah Rolnik's file had been completed by an independent psychiatrist. Ms. Barsky indicated that pending claims were being denied because services rendered by Sheppard Pratt were not medically necessary and, as a result, were not covered by ULL's policy. By letter dated April 29, 1987, Barsky advised Sheppard Pratt of the results of ULL's review.

16. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 15, above, as if the same were fully set forth.

17. I.E. Shaffer denies the allegations of Paragraph 16 of the First Amended Complaint.

18. I.E. Shaffer denies the allegations of Paragraph 17 of the First Amended Complaint.

19. I.E. Shaffer denies the allegations of Paragraph 18 of the First Amended Complaint.

20. I.E. Shaffer denies the allegations of Paragraph 19 of the First Amended Complaint.

21. I.E. Shaffer denies the allegations of Paragraph 20 of the First Amended Complaint.

22. I.E. Shaffer denies the allegations of Paragraph 21 of the First Amended Complaint.

23. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 22, hereof, as if the same were fully set forth.

24. I.E. Shaffer denies the allegations of Paragraph 23 of the First Amended Complaint.

25. I.E. Shaffer denies the allegations of Paragraph 24 of the First Amended Complaint.

26. I.E. Shaffer denies the allegations of Paragraph 25 of the First Amended Complaint.

27. I.E. Shaffer denies the allegations of Paragraph 26 of the First Amended Complaint.

28. I.E. Shaffer denies the allegations of Paragraph 27 of the First Amended Complaint.

29. I.E. Shaffer denies the allegations of Paragraph 28 of the First Amended Complaint.

30. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 29, hereof, as if the same were fully set forth.

31. The plaintiffs state no claim against I.E. Shaffer pursuant to Paragraphs 30 through 32 of the First Amended Complaint. Accordingly, no response is required of I.E. Shaffer.

32. I.E. Shaffer incorporates by reference herein Paragraphs 1 through 31, hereof, as if the same were fully set forth.

33. The allegations of Paragraph 34 of the First Amended Complaint are jurisdictional in nature and, accordingly, no response is required of I.E. Shaffer.

34. I.E. Shaffer denies the allegations of Paragraph 35 of the First Amended Complaint.

DEFENSES

35. The First Amended Complaint fails to state claims upon which relief may be granted.

36. Counts I, II and IV of the First Amended Complaint fail to state claims upon which relief may be granted.

37. The First Amended Complaint, and each and every Count thereof, is barred by the applicable statute of limitations.

38. The plaintiffs were contributorially negligent.

39. The plaintiffs assumed the risk of their alleged injuries and damages, if any.

40. Pursuant to Md. Cts. & Jut. Proc. Code Ann. §6-104(a) it would be in the interest of substantial justice that this action be heard in the Circuit Court for Baltimore County in that the action arises out of a hospitalization which occurred in Baltimore County and physical evidence in the possession, custody or control of the co-defendant, Sheppard Pratt, is located in Baltimore County.

41. The plaintiffs are not entitled to the relief sought because under the policy of insurance pertaining to the plaintiffs, Deborah Rolnik's continued in-patient hospitalization was not "medically necessary".

WHEREFORE, having fully answered the First Amended Complaint, the defendant, I.E. Shaffer & Company, requests that this Court declare as follows:

A. That the petitioner, Deborah Rolnik, was not insured under the policy of her father, Joseph Rolnik, for in-patient treatment at Sheppard & Enoch Pratt Hospital subsequent to January, 1986.

B. That the treatment received by the petitioner, Deborah Rolnik, while hospitalized at Sheppard & Enoch Pratt Hospital after January, 1986, be declared to be non-covered under the subject insurance policy.


C. That the Court declare that Joseph Rolnik is not entitled to reimbursement for payments made to Sheppard & Enoch Pratt Hospital because the petitioner, Deborah Rolnik's, continued in-patient hospitalization at Sheppard & Enoch Pratt Hospital was not medically necessary.

D. That the Court declare that the petitioners, Joseph Rolnik and Deborah Rolnik, are not entitled to reimbursement by I.E. Shaffer & Company for any costs attendant to the filing and pursuing of this action including, but not limited to, legal fees.

E. That the Court award to I.E. Shaffer & Company all of its attorneys' fees and costs incurred in defending this action.

F. That this Court decree such other and further relief as it deems appropriate in the interest of fairness and justice.


James R. Eyler


Kristine A. Crosswhite
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for I.E. Shaffer &
Company

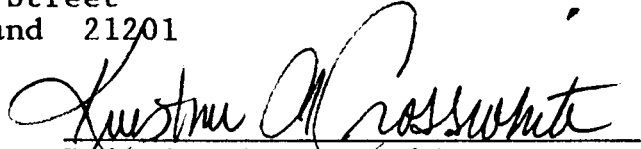
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of April, 1988, a copy of the foregoing Answer to First Amended Complaint was mailed, first class postage prepaid, to:

Mark T. Mixter, Esquire
Smith, Sommerville & Case
100 Light Street, 6th Floor
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burke, Esquire
Semmes, Bowen & Semmes
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Kenneth L. Thompson, Esquire
Lettiee Moses, Esquire
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Kristine A. Crosswhite

11/BA
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**CIRCUIT COURT FOR
BALTIMORE CITY**

JOSEPH ROLNIK
15919 Forsythia Circle
Delray Beach, FL 33445

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IN THE

and

DEBORAH ROLNIK
2336 N. Charles Street
Baltimore, MD 21218

*
*
*

CIRCUIT COURT

Plaintiffs

v.

*
*
*

FOR

THE UNION LABOR LIFE
INSURANCE COMPANY
111 Massachusetts Ave., N.W.
Washington, D.C. 20001

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*
*

BALTIMORE CITY

SERVE ON:
Edward J. Muhl
501 St. Paul Place
Baltimore, MD 21202

*
*
*

and

87313071/CL73531

*
*
*

SHEPPARD & ENOCH PRATT
HOSPITAL
6501 N. Charles Street
Baltimore, MD 21204

*
*
*

SERVE ON:
Frederick F. Hinze
6501 N. Charles Street
Baltimore, MD 21204

*
*
*

and

I. E. SHAFFER & COMPANY
840 Bear Tavern Road
West Trenton, NJ 08628

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*
*

SERVE ON:
Glenn Shaffer, President
840 Bear Tavern Road
West Trenton, NJ 08628

*
*
*

Defendants

* * * * *

FIRST AMENDED COMPLAINT

Q

Plaintiffs, Joseph Rolnik and Deborah Rolnik, by their attorneys, Mark T. Mixter and Smith, Somerville & Case, file this amended complaint against the Defendants, Union Labor Life Insurance Company (hereinafter "Union"), Sheppard & Enoch Pratt Hospital (hereinafter the "Hospital") and I.E. Shaffer & Company (hereinafter "Shaffer") and state as follows:

1. That on or about July 17, 1984, Deborah Rolnik was admitted to the Hospital's adult in-patient program.
2. That Deborah Rolnik's admission to the Hospital was based upon her doctor's recommendation.
3. That Joseph Rolnik is the father of Deborah Rolnik.
4. That Deborah Rolnik's in-patient treatment was covered by Joseph Rolnik's policy with Union.
5. That Union's policy limit was \$100,000.00.
6. That Union approved of Deborah Rolnik's hospitalization through its agent, Shaffer.
7. That six months after Deborah Rolnik was admitted to the Hospital, Union, through its agent Shaffer, contacted the Hospital directly to inform them that the policy limit had been increased to \$1,000,000.00.
8. That Kathryn Gallagher, Deborah Rolnik's social worker, contacted Shaffer to confirm the increase in the policy limit and was told that Deborah's care was included in that increase.

9. That in June of 1986, approximately two years after Deborah Rolnik began treatment at the Hospital, Union stopped paying Deborah's medical bills.

10. That in August of 1986, Union notified the Hospital that they were conducting a review of Deborah Rolnik's treatment and progress.

11. That from August, 1986 until November 1986, the Hospital made a series of telephone calls to Shaffer and Union, inquiring as to the status of the review.

12. That on or about November 20, 1986, Ms. Ettie Barsky, an agent, employee and/or servant of Union, phoned the Hospital and informed them that Union would not pay any of Deborah Rolnik's outstanding bills, nor would they pay any future bills she might incur. The Hospital requested confirmation in writing.

13. That Deborah Rolnik was released from the Hospital on March 17, 1987 and placed in a halfway house because her family could not afford to pay her on-going medical expenses.

14. That on or about April 19, 1987, Ettie Barsky sent a letter to the Hospital, detailing the results of the review of Deborah Rolnik's case, eight months after the review began and eleven months after Union stopped paying Deborah Rolnik's medical bills.

COUNT I
(Misrepresentation)

15. That the Plaintiffs, Joseph Rolnik and Deborah Rolnik, incorporate by reference paragraphs 1 through 14, inclusive, as if each and every paragraph had been set forth completely herein.

16. That the Defendants owed a duty to the Plaintiffs to make proper and accurate representations regarding the scope of insurance provided by the insurance policy issued by the Defendant, Union.

17. That the Defendants breached their duty to the Plaintiffs by failing to advise properly the Plaintiffs of the scope of the insurance provided by the insurance policy.

18. That the Plaintiffs reasonably relied upon the representations provided to them concerning the scope of the insurance policy by the Defendants.

19. That at the time the Defendants made the misrepresentations concerning the scope of the policy issued to the Plaintiff, the Defendants intended that the Plaintiffs would rely upon the misrepresentations and were reasonably aware that the Plaintiffs would act in reliance upon those representations in pursuing continued treatment for Deborah Rolnik at the Hospital.

20. That the Plaintiffs did in fact rely upon the

representations made by the Defendants and, as a result of that reasonable reliance, sustained loss and damage.

21. That as a direct and proximate result of the Defendants' misrepresentations, the Plaintiffs were caused to sustain loss as a consequence of the continued treatment provided to Deborah Rolnik by the Hospital.

WHEREFORE, the Plaintiffs pray that compensatory damages in the amount of \$200,000.00 and punitive damages in the amount of \$1,000,000.00 be entered in their favor.

COUNT II

(Fraud)

22. That the Plaintiffs incorporate by reference those facts alleged in paragraphs 1 through 21, inclusive, as if each and every one of those paragraphs was set forth herein.

23. That the Defendants misrepresented to the Plaintiffs the scope of the insurance provided by the insurance policy issued to the Plaintiffs.

24. That at the time those misrepresentations were made, the Defendants knew of their falsity and/or made such misrepresentations and/or intended to create a false impression of the actual scope of insurance provided to the Plaintiffs through the insurance policy.

25. That the Defendants made the misrepresentations to the Plaintiff at a time when it knew the Plaintiffs would rely upon said misrepresentations.

26. That the Plaintiffs in fact did justifiably rely upon the Defendants' misrepresentations by continuing . treatment for Deborah Rolnik at the Hospital.

27. That the false and misleading statements, omissions and misrepresentations made by the Defendants concerning the scope of the insurance provided by the insurance policy constitute outrageous, malicious, gross and wanton conduct on the part of the Defendants and were made with an intent to harm and injure the Plaintiffs.

28. That as a direct and proximate result of the Plaintiffs' reliance on said misrepresentations by the Defendants, the Plaintiffs have sustained severe damage and injury, including but not limited to the cost of hospitalization for Deborah Rolnik at the Hospital.

WHEREFORE, the Plaintiffs demand judgment against the Defendants in the amount of \$200,000.00 compensatory damages and \$2,000,000.00 in punitive damages.

COUNT III

(Breach of Contract)

29. That the Plaintiffs incorporate by reference paragraphs 1 through 28, inclusive, herein as if each and every paragraph was reasserted herein.

30. That the Defendant, Union, entered into a contractual agreement with the Plaintiff Joseph Rolnik,

promising to pay to Joseph Rolnik or any health care provider all bills incurred for medical expenses for in patient treatment.

31. That the Defendant, Union, has breached its contract with the Plaintiff, Joseph Rolnik, by discontinuing payments to the Hospital to the continuing detriment of the Plaintiffs, Joseph Rolnik and Deborah Rolnik.

32. That as a consequence of the breach of contract, the Plaintiffs, Joseph Rolnik and Deborah Rolnik, have sustained damages.

WHEREFORE, it is respectfully requested that judgment be entered in favor of the Plaintiffs and against the Defendant, Union, in the amount of \$200,000.00.

COUNT IV

DECLARATORY JUDGMENT

33. That the Plaintiffs incorporate by reference paragraphs 1 through 32, inclusive, as if each and every paragraph was reasserted herein.

34. That this claim for a declaratory judgment is brought pursuant to 2-401, et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

35. That because an actual and justifiable controversy now exists between Joseph Rolnik, Deborah Rolnik, Union, the Hospital and Shaffer with regard to the proper interpretation of the insurance policy issued by Union, Joseph Rolnik and Deborah Rolnik request that a decree of a conclusive

character be provided, and all rights and legal relations of the parties hereto be judicially and finally determined.

WHEREFORE, Joseph Rolnik and Deborah Rolnik request that the Court declare the following:

1. That the Plaintiff, Deborah Rolnik, was an insured under the policy of her father, Joseph Rolnik.

2. That all treatment received by the Plaintiff, Deborah Rolnik, while hospitalized at the Hospital be determined to have been covered under that policy.

3. That the Defendant, Union, breached its contract with the Plaintiff, Joseph Rolnik, by discontinuing payments to the Hospital, to the continuing detriment of Plaintiffs, Joseph Rolnik and Deborah Rolnik.

4. That Plaintiff, Joseph Rolnik, be reimbursed by Union and/or Shaffer for all payments that he has made to the Hospital that were payments rightly owed by the Defendant, Union.

5. That Plaintiffs, Joseph Rolnik and Deborah Rolnik, be reimbursed by Union and/or Shaffer for any and all costs attendant to filing and pursuing the instant complaint for declaratory judgment, including but not limited to legal fees incurred therein.

6. That this Court decree such other and further relief as it deems appropriate in the interest of fairness and justice.

Mark T. Mixer
Mark T. Mixer

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5 day of April, 1988
a copy of the foregoing first amended complaint was mailed to
Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401
Washington Avenue, Post Office Box 6705, Towson, Maryland 21285;
Kenneth L. Thompson, Esquire, Piper & Marbury, 1100 Charles
Center South, 36 South Charles Street, Baltimore, Maryland 21201
and to Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10
Light Street, Baltimore, Maryland 21202.

Mark T. Mixer
Mark T. Mixer

10/BA

FILED

APR 6 1988

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
v.	*	FOR
THE UNION LABOR LIFE INSURANCE COMPANY et al.	*	BALTIMORE CITY
Defendants	*	87313071/CL73531

* * * * *

INTERROGATORIES

TO: UNION LABOR LIFE INSURANCE COMPANY
 BY: JOSEPH ROLNIK

The plaintiff pursuant to the Rules of Procedure, propounds the following Interrogatories, which shall be continuing in character.

A. Where addresses are requested, please state both home and business addresses.

B. Unless otherwise indicated, these interrogatories refer to the time, place and circumstances of the occurrence complained of in the pleadings.

C. Where knowledge or information of a party is requested, such request includes knowledge of the party's agents, representatives and, unless privileged, his attorneys.

D. The pronoun "you" refers to the party to whom these interrogatories are addressed, and the persons mentioned in clause C.

E. "Identify" or "identification" when used in reference to an individual person means to state his full name if

known, and his present or last known position and business affiliation and his present or last known residence address. "Identify" or "identification" when used in reference to a document means to state the type of document (e.g., bill of lading, dock receipt, charter agreement, photograph, contract of sale, letter, memorandum, telegram, chart, etc.) including such information as is necessary to specifically identify it, the date, if any, the person who prepared it, its present location and the name and address of its custodian. If any such document was, but is no longer in your possession or subject to your control, state what disposition was made of it and the reason for such disposition.

1. State the full name and position with your organization of the person who is signing these Answers to Interrogatories on your behalf.

2. State the full name, business address, and title of each and every person who was responsible for handling or overseeing the file concerning Deborah Rolnik, d/o Joseph; d.o.s: 7/17/84-1987; patient No. 39474-2; policy No. C-2023.

3. State the name, present business address, and title of each and every person who played any role, consultive or otherwise, in the decision to deny payment for medical services received by Deborah Rolnik from The Sheppard & Enoch Pratt Hospital, Inc.

4. Give a concise statement of all facts upon which you intend to rely to support your position that Union Labor Life Insurance Company is not obligated to pay on behalf of Deborah Rolnik and/or Joseph Rolnik bills incurred as a consequence of treatment provided by The Sheppard & Enoch Pratt Hospital, Inc. to Deborah Rolnik. Include in your answer the precise provisions of the policy upon which you rely in support of all such contentions.

5. State the names, addresses and telephone numbers of all experts whom you propose to call as witnesses, and state the subject matter upon which the expert is expected to testify; the substance of the findings and opinions to which the expert is expected to testify; a summary of the grounds for each opinion; and attach to these Answers any written reports made by any expert concerning these findings and opinions.

6. If you contend that the treatment provided to Deborah Rolnik by The Sheppard & Enoch Pratt Hospital, Inc. was not medically necessary, give a complete statement of all facts upon which you intend to rely to support your position.

7. If you contend that Joseph Rolnik or Deborah Rolnik breached the contract of insurance, insurance policy No. C-2023, give a concise statement of facts upon which you intend to rely to support your position. Include in your answer the precise provisions of the policy upon which you rely in support of all such contentions.

8. If you contend that the I. E. Shaffer & Co. was not acting as your agent, servant or employee with respect to the subject matter of this litigation, give a concise statement of the facts upon which you intend to rely to support your contentions.

9. Do you deny the amount of coverage available to the plaintiff, Deborah Rolnik was \$1,000,000.00 under the policy issued by you to Joseph Rolnik? If so, give a concise statement of facts upon which you rely in support of your contentions and identify all documents which in any way relate to those facts.

10. Give a complete listing of all payments which you made on behalf of Deborah Rolnik for all hospitalizations which were the subject of this litigation along with the dates of those payments and the entity or individual to whom the payments were made.

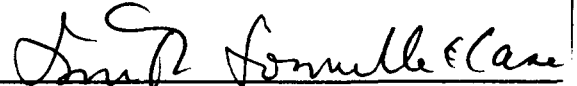
11. Identify all communications either oral or in writing by and between yourself and any of the co-defendants or the plaintiffs which in any way relate to the subject matter of this litigation. For each such communication, state the subject of the communication, the date of the communication and the identities of the individuals who participated in that communication.

12. Identify those persons known to have given statements concerning the occurrence which have been recorded or reduced to writing, the date of each statement, and the name and address of the person who took such statement, and the names and

addresses of all persons having custody of the original or copies thereof.



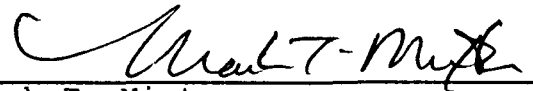
Mark T. Mixter



Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ⁵ day of *April*, 1988 a copy of the foregoing interrogatories were mailed to Thomas M. Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue, Post Office Box 6705, Towson, Maryland 21285; Kenneth L. Thompson, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201; and to Kristine A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202.



Mark T. Mixter

9/11

FILED

APR 6 1988

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
v.	*	FOR
THE UNION LABOR LIFE INSURANCE COMPANY et al.	*	BALTIMORE CITY
Defendants	*	87313071/CL73531

* * * * *

REQUEST FOR PRODUCTION OF DOCUMENTS

TO : UNION LABOR LIFE INSURANCE COMPANY
FROM: JOSEPH ROLNIK

Plaintiff, Joseph Rolnik, by his attorneys, Mark T. Mixer and Smith, Somerville & Case, requests, pursuant to Maryland Rule 2-422, the above-named parties to produce for examination, inspection and copying by Joseph Rolnik all of the documents or types of documents listed below. The documents shall be produced on May 16, 1988 or at such other time as counsel for the parties may agree, at the offices of Smith, Somerville & Case, 100 Light Street, Fourth Floor, Baltimore, Maryland 21202.

DEFINITIONS AND INSTRUCTIONS

a. As used herein, the term "document" or "writing" means any written, recorded or graphic matter, however produced or reproduced (whether by hand or by some mechanical, electronic, photographic or other means), and includes the original, all file copies, all other copies no matter how prepared and all drafts prepared in connection with such document, whether used or not,

and further includes, but is not limited to: papers; books; records; catalogs; price lists; pamphlets; periodicals; letters; correspondence; scrap books; notebooks; bulletins; circulars; forms; notices; postcards; telegrams; deposition transcripts; contracts; agreements; leases; reports; studies; working papers; charts; proposals; graphs; sketches; diagrams; indexes; maps; analyses; statistical records; reports; results of investigations; reviews; ledgers; journals; balance sheets; accounts; books of accounts; invoices; vouchers; purchase orders; receipts; expense accounts; cancelled checks; bank checks; statements; sound and tape recordings; video tapes; audio tapes; memoranda (including any type or form of notes, memoranda or sound recordings of personal thoughts, recollections or reminders, or of telephone or other conversations, or of acts, activities, agreements, meetings or conferences); photostats; microfilm; instruction lists or forms; diaries; calendar or desk pads; stenographers' notebooks; appointment books, and other papers or matter similar to any of the foregoing, however denominated, whether received by you or prepared for you for your own use or for transmittal. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical) each non-identical copy is a separate "document".

B. The pronouns "you" and "your" refer to the party to whom this request to produce documents is addressed, to the party's agents, employees, representatives, investigators, consultants, accounts, and unless privileged, the party's attorneys, and any other person, firm or entity: that is directly or indirectly subject to the party's control in any way whatsoever.

C. If you claim a privilege with regard to any document within the scope of this request for production of documents, identify the name, title, heading or nature of each document, and its date, to which the privilege is claimed, and state the nature of the privilege claimed with respect to each document.

D. If you are unable to produce a document requested, state in writing why you cannot produce the document and, in addition, if you cannot produce the document because it is not in your possession or in the possession of a person from you could obtain it, state the name, address, and telephone number of any person you believe may have the original or a copy of such document.

DOCUMENT REQUESTS

1. Your complete file concerning Deborah Rolnik, d/o Joseph; d.o.s.: 7/17/84-1987; patient no. 39474-2; policy no.: C-2023.

2. Any and all correspondence received from or directed to the defendant, The Sheppard and Enoch Pratt Hospital, Inc.

3. Any and all correspondence directed to or received from the defendant, I.E. Shaffer & Co., concerning an insurance policy issued to Joseph Rolnik and providing insurance benefits to Deborah Rolnik for treatment provided by The Sheppard and Enoch Pratt Hospital, Inc.

4. Any and all correspondence directed to or received from the plaintiff, Joseph Rolnik, concerning an insurance policy issued to Joseph Rolnik and providing insurance benefits to Deborah Rolnik for treatment provided by The Sheppard and Enoch Pratt Hospital, Inc.

5. The insurance policy, policy no.: C-2023.

6. Any and all reports prepared by any expert whom you intend to call as a witness at the trial of this case.

Mark T. Mixter

Smith, Somerville & Case
100 Light Street, Fourth Floor
Baltimore, Maryland 21202
(301) 727-1164

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of , 1988
a copy of the foregoing interrogatories were mailed to Thomas M.
Trezise, Esquire, Semmes, Bowen & Semmes, 401 Washington Avenue,
Post Office Box 6705, Towson, Maryland 21285; Kenneth L.
Thompson, Esquire, Piper & Marbury, 1100 Charles Center South, 36
South Charles Street, Baltimore, Maryland 21201; and to Kristine
A. Crosswhite, Esquire, Miles & Stockbridge, 10 Light Street,
Baltimore, Maryland 21202.

Mark T. Mixter

SMITH, SOMERVILLE & CASE

ATTORNEYS AT LAW

100 LIGHT STREET

BALTIMORE, MARYLAND 21202-1084

TELEPHONE (301) 727-1164

CABLE ADDRESS "CLARKLAW" • TELEX 908068

ANNAPOLIS OFFICE

7 KING CHARLES PLACE, ANNAPOLIS, MARYLAND 21401-2622

TELEPHONE (301) 269-1164, 267 9712

TOWSON OFFICE

40 WEST CHESAPEAKE AVENUE

LAFAYETTE BUILDING, SUITE 200

TOWSON, MARYLAND 21204-4826

TELEPHONE (301) 583-5343

JEFFREY B. SMITH
GLENN C. PARKER
JOSEPH M. ROULHAC
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ROBERT E. CADIGAN
ROBERT J. CARSON
THEODORE B. CORNBLATT*
DOUGLAS G. WORRALL
BARBARA ANN SPICER
JOHN G. PRENDERGAST, JR.
DAVID BIELAWSKI
BARRY BACH
KENNETH C. LUNDEEN
HOWARD G. GOLDBERG*
GARY F. FLORENCE
TERRENCE M. FINN
MICHAEL JAMES KELLY
A. GWYNN BOWIE, JR.
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JOHN R. PENHALLEGON
JOHN J. BOYD, JR.
JAMES E. BAKER, JR.
JEFFREY J. PLUM
PATRICK M. PIKE
SENIOR COUNSEL
PHILLIPS L. GOLDSBOROUGH III
ALFRED M. PORTH
M. KING HILL, JR.
JOHN H. BOLGIANO

OF COUNSEL
MARJORIE S. HOLT

CLATER W. SMITH
(1901-1980)
WM. B. SOMERVILLE
(1916-1983)
RICHARD W. CASE
(1918-1984)

MARK T. MIXTER
STEPHEN R. LOHMAN*
MICHAEL J. BAXTER
MICHAEL J. JACK
DANNY B. O'CONNOR
PATTI G. ZIMMERMAN
JEFFREY C. HERWIG*
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MYKEL HITSSELBERGER*

SUSAN M. CARRIER*
DARYL J. SIDLE
MICHAEL H. DAVIS*
CONNIE E. WILLIAMS*
EDWARD J. BROWN
MARC H. BURNS
THOMAS C. CARDARO
CHERYL O'DONNELL GUTH
BRIAN S. JABLON
C. ROBERT LOSKOT
RICHARD J. O'CONNOR†
CRAIG F. BALLEW
DOUGLAS N. SILBER
PATRICK J. MCCORMICK III
DAVID G. LAROCHE
ROBERT E. RUPP
BARRY K. DOWNEY
GREGORY J. PSORAS
PATRICK A. ROBERSON
KATHRYN L. GRILL
THOMAS A. MONTMINY

*ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
†MEMBER OF DISTRICT OF COLUMBIA BAR ONLY

February 16, 1988

Mr. George B. Riggin, Jr.
Assignment Commissioner
Circuit Court for Baltimore City
200 Courthouse West
100 N. Calvert Street
Baltimore, Maryland 21202

RE: Rolnik, et al. v. Union Labor, et al.
Case No.: 87313071/CL73531

Dear Mr. Riggin:

Please be advised that the defendant, I.E. Shaffer & Company and the plaintiffs have resolved the motion to dismiss filed on behalf of I.E. Shaffer. Specifically, Kristine Crosswhite on behalf of I.E. Shaffer and Mark Mixter, plaintiff's counsel discussed this matter on February 5, 1988 at which time it was agreed that the plaintiffs would amend their complaint in certain respects in turn for which Shaffer will withdraw its motion to dismiss. Ms. Crosswhite also represented to the undersigned that she will be forwarding a letter specifically setting forth the manner in which she and her client wish to have the current complaint amended.

FILED

SEP 19 1987

CIRCUIT COURT FOR
BALTIMORE CITY

FILED

SEP 19 1987

CIRCUIT COURT FOR
BALTIMORE CITY

Mr. George B. Riggan, Jr.
Assignment Commissioner
Circuit Court for Baltimore City
Page 2
February 16, 1988

Accordingly, it will not be necessary to schedule a hearing on the motion to dismiss filed on behalf of I.E. Shaffer. Thank you for your time and cooperation.

Very truly yours,



Mark T. Mixter

MTM/slp

cc: Kristine A. Crosswhite, Esquire
Thomas M. Trezise, Esquire
Kenneth L. Thompson, Esquire

FILED

FEB 8 1988

CIRCUIT COURT FOR
BALTIMORE CITY

JOSEPH ROLNIK, et al.,

Petitioners,

v.

THE UNION LABOR LIFE
INSURANCE COMPANY, et al.,

Respondents.

* IN THE
* CIRCUIT COURT

* FOR

* BALTIMORE CITY

* Case No. 87313071/CL73531

* * * * *

MOTION TO DISMISS CLAIMS FOR
FRAUD, NEGLIGENT MISREPRESENTATION,
BREACH OF CONTRACT, COMPENSATORY AND PUNITIVE DAMAGES

Respondent, I.E. Shaffer & Company ("I.E. Shaffer"), by its attorneys, James R. Eyler and Kristine A. Crosswhite, moves to dismiss the petitioners' request for a declaration that the respondents are liable for fraud, negligent misrepresentation, breach of contract, compensatory and punitive damages in the above-captioned case. For grounds in support of this Motion, I.E. Shaffer states:

1. This Petition was filed on or about November 9, 1987 by the petitioners, Joseph Rolnik and Deborah Rolnik. The Petition alleges that the respondents, Union Labor Life Insurance Company ("ULL") and I.E. Shaffer wrongly terminated health insurance benefits available to Deborah Rolnik pursuant to an insurance policy issued to her father by ULL.

2. The Petition, as drafted, seeks a construction of the insurance policy and a declaration that Deborah Rolnik was an insured under the policy and that treatment she received was covered under the policy. The Petition also seeks a

807

declaration that Joseph Rolnik should be reimbursed by ULL and/or I.E. Shaffer for all payments he made for his daughter's hospitalization which were rightly owed by ULL. Finally, the Petition seeks an award of costs and attorneys' fees.

3. To the extent that the Petition for Declaratory Judgment seeks a declaration of rights and obligations under the ULL policy or a construction of the health insurance policy allegedly covering Joseph and Deborah Rolnik, it is a proper subject for declaratory relief. However, the petitioners also seek a declaration that ULL and/or I.E. Shaffer made negligent and/or fraudulent misrepresentations with respect to the policy and breached the insurance contract by discontinuing payments to the co-respondent, Sheppard & Enoch Pratt Hospital ("Sheppard Pratt"). Based upon these allegations, the petitioners seek an award of compensatory and punitive damages.

4. As set forth in the attached Memorandum of Law, the petitioners' tort, breach of contract, compensatory and punitive damages claims are an improper subject for declaratory relief. Accordingly, the respondent, I.E. Shaffer, respectfully requests that those claims be dismissed.

5. I.E. Shaffer incorporates by reference herein the attached Memorandum of Law.

WHEREFORE, for the foregoing reasons, and for the reasons more particularly set forth in the attached Memorandum of Law, the respondent, I.E. Shaffer & Company, respectfully requests that the petitioners claims for fraud, negligent misrepresentation, compensatory and punitive damages be

dismissed because the claims are an inappropriate subject for declaratory relief.

James R. Eyler HC
James R. Eyler

Kristine A. Crosswhite
Kristine A. Crosswhite
MILES & STOCKBRIDGE
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for Respondent,
I.E. Shaffer & Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of February, 1988, a copy of the foregoing MOTION TO DISMISS CLAIMS FOR FRAUD, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT, COMPENSATORY AND PUNITIVE DAMAGES was mailed, first class postage prepaid, to:

Mark T. Mixter, Esquire
SMITH, SOMERVILLE & CASE
100 Light Street
Sixth Floor
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burt, Esquire
SEMMEs, BOWEN & SEMMEs
401 Washington Avenue
P.O. Box 6705
Towson, Maryland 21285

Kenneth L. Thompson, Esquire
PIPER & MARBURY
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Kristine A Crosswhite
Kristine A. Crosswhite

A:AE037102.MOT

FILED

FEB 8 1988

JOSEPH ROLNIK, et al., * IN THE
Petitioners, * CIRCUIT COURT CIRCUIT COURT FOR
v. * FOR BALTIMORE CITY
THE UNION LABOR LIFE * BALTIMORE CITY
INSURANCE COMPANY, et al., *
Respondents. * Case No. 87313071/CL73531

* * * * *

MEMORANDUM OF LAW IN SUPPORT OF
MOTION TO DISMISS CLAIMS FOR FRAUD, NEGLIGENT
MISREPRESENTATION, COMPENSATORY AND PUNITIVE DAMAGES

Respondent, I.E. Shaffer & Company ("I.E. Shaffer"), by its attorneys, James R. Eyler and Kristine A. Crosswhite, respectfully submits this Memorandum of Law in Support of Motion to Dismiss Claims for Fraud, Negligent Misrepresentation, Compensatory and Punitive Damages.

I. INTRODUCTION

This "declaratory judgment" action was filed by the petitioners, Joseph Rolnik and Deborah Rolnik on or about November 9, 1987. The respondents are Union Labor Life Insurance Company ("ULL"), Sheppard & Enoch Pratt Hospital ("Sheppard Pratt") and I.E. Shaffer. The Petition filed in this case, as drafted, is purely an action for "declaratory judgment" brought pursuant to Md. Cts. & Jud. Proc. Code Ann. §3-401 et seq. (the "Declaratory Judgment Act"). (See Petition for Declaratory Judgment, paragraph 1).

The allegations contained in the Petition for Declaratory Judgment are fairly straightforward. The

petitioners allege that on or about July 17, 1984, Deborah Rolnik was admitted to Sheppard Pratt in the adult in-patient program. The petitioners contend that the admission was based upon the recommendation of Ms. Rolnik's physician and that the admission was covered by Joseph Rolnik's policy with ULL.

The petitioners allege that Deborah Rolnik's hospitalization was approved by ULL through its agent, I.E. Shaffer. They further allege that in June, 1986, approximately 2 years after Deborah Rolnik began treatment at Sheppard Pratt, ULL stopped paying Deborah Rolnik's medical bills. Although there are a variety of additional factual allegations, the gravamen of the suit, as drafted, is that ULL's and/or I.E. Shaffer's failure to pay medical bills for Deborah Rolnik's in-patient hospitalization at Sheppard Pratt subsequent to June, 1986, was wrongful under the ULL health insurance policy. Thus, the petitioners seek a declaration that:

a. Deborah Rolnik was an insured under the health insurance policy of her father, Joseph Rolnik, which was issued by ULL;

b. That all treatment received by Deborah Rolnik at Sheppard Pratt is covered under the policy;

c. That Joseph Rolnik be reimbursed by ULL and/or I.E. Shaffer for all payments made to Sheppard Pratt subsequent to June, 1986; and

d. That the petitioners be reimbursed for costs and attorneys fees.

Based upon the foregoing allegations, it is clear that this declaratory judgment action seeks construction of an insurance contract and a declaration of rights under an insurance contract. The petitioners, however, also seek the following "declaratory" relief:

a. A declaration that ULL and/or I.E. Shaffer negligently and/or fraudulently misrepresented the scope of the policy to the petitioners;

b. That ULL breached its contract with Joseph Rolnik by discontinuing payments to Sheppard Pratt; and

c. That the petitioners are entitled to compensatory and punitive damages from ULL and/or I.E. Shaffer.

As set forth in detail hereinbelow, the petitioners claims for fraud, negligent misrepresentation, compensatory and punitive damages are patently inappropriate for "declaratory relief". Accordingly, I.E. Shaffer respectfully request that those claims be dismissed.

II. ARGUMENT

The Declaratory Judgment Act is a remedial statute. Its purpose is to settle and afford relief from uncertainty and insecurity with respect to rights, status and other legal relations. Md. Cts. & Jud. Proc. Code Ann. §3-402. The Declaratory Judgment Act vests a court of competent jurisdiction with power to construe the rights of persons under deeds, wills, trusts, land patents, written contracts, statutes, municipal ordinances, administrative rules or regulations, or franchises. Md. Cts. & Jud. Proc. Code Ann. §3-406. The

petitioners request for a declaration of their rights under the ULL policy falls under Section 3-406 and is not at issue in this motion.

The petitioner's tort, breach of contract, compensatory and punitive damages claims, however, do not fall within the scope of the court's power to construe under Section 3-406. Thus, before this court may take jurisdiction of the petitioner's tort, breach of contract, compensatory and punitive damage claims, it must find that has discretionary jurisdiction to render the declaratory relief requested under Section 3-409 of the Declaratory Judgment Act. Section 3-409 provides, in pertinent part:

... A court may grant a declaratory judgment or decree in a civil case if it will serve to terminate the uncertainty or controversy giving rise to the proceeding, and if:

(1) an actual controversy exists between parties;

(2) antagonistic claims are present between the parties involved which indicate imminent and evitable litigation; or

(3) a party asserts a legal relation, status, right or privilege and this is challenged or denied by an adverse party, who also has or asserts a concrete interest in it.

Case law construing the Declaratory Judgment Act makes it abundantly clear that a declaratory procedure is appropriate for the purpose of construing an insurance policy and determining the rights and obligations of an insurer and an insured under the provisions of the policy. See, e.g., Aetna

Casualty & Surety Company v. Brethren Mutual Insurance Company, 38 Md. App. 197, 206, 397 A.2d 1234 (1977), cert. denied, 282 Md. 730 (1978); Daley v. United Services Automobile Association, 303 Md. 290, 493 A.2d 346 (1985). However, it is equally clear that courts have discretion to refuse declaratory judgment if, in the court's discretion, the declaratory judgment will not serve a useful purpose or terminate the controversy. See, e.g., Liss v. Goodman, 224 Md. 173, 177, 167 A.2d 123 (1961); Hamilton v. McAuliffe, 277 Md. 336, 339-340, 353 A.2d 634 (1976).

In determining whether to exercise jurisdiction under Section 3-409 of the Declaratory Judgment Act, the court must consider several factors including the effect of granting a judgment on the rights of all parties to the action. If the granting of the judgment would unduly inconvenience or burden the parties, or allow one party to rest control of litigation from another or cause a confusing alteration of the burden of proof, the court should refuse to grant the relief sought. Brohawn v. TransAmerica Insurance Company, 276 Md. 396, 406-407, 347 A.2d 842 (1975). Moreover, the court should refuse to render a declaratory relief where another court has jurisdiction of the issue, where a proceeding involving identical issues already is pending in another forum, where a special statutory remedy has been provided, or where another remedy will be more effective or appropriate under the circumstances. A court's refusal to render a declaration under these circumstances may be made on jurisdictional grounds or on

discretionary grounds. Grimm v. County Commissioners, 252 Md. 626, 250 A.2d 866 (1969).


As set forth above, the petitioners' request for a declaration of their rights under the ULL insurance policy is a proper subject for declaratory relief. However, their request for tort remedies, contract remedies, compensatory and punitive damages is entirely inappropriate for declaratory relief. In the first instance, the purpose of the Declaratory Judgment Act is to determine rights, status and legal relations. See Section 3-402. The purpose of the Act is not to serve as a substitute for standard tort and contract remedies which exist at law. Moreover, it would be more appropriate for the petitioners to pursue their tort and contract remedies against the respondents, if any, in an action at law. This result obtains because in order to render the "declaratory relief" requested, the jury would be required to make extensive, detailed factual findings and then the court would be required to apply those findings to the law and to determine whether to issue the "declaration" requested. Obviously, such a "declaration" necessarily would be incomplete and would not terminate any legal controversy which exist between the parties to this case. Accordingly, the petitioners' claims for fraud, negligent misrepresentation, breach of contract, compensatory and punitive damages should be dismissed.

III. CONCLUSION

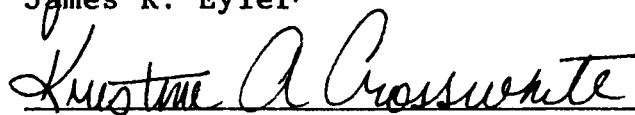
For the foregoing reasons, the respondent, I.E. Shaffer & Company, respectfully requests that the petitioners'

claims for fraud, negligent misrepresentation, breach of contract, compensatory and punitive damages be dismissed.

Respectfully submitted,



James R. Eyler



Kristine A. Crosswhite
MILES & STOCKBRIDGE
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for Respondent,
I.E. Shaffer & Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of February, 1988, a copy of the foregoing MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS CLAIMS FOR FRAUD, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT, COMPENSATORY AND PUNITIVE DAMAGES was mailed, first class postage prepaid, to:

Mark T. Mixter, Esquire
SMITH, SOMERVILLE & CASE
100 Light Street
Sixth Floor
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burt, Esquire
SEMMES, BOWEN & SEMMES
401 Washington Avenue
P.O. Box 6705
Towson, Maryland 21285

Kenneth L. Thompson, Esquire
Lettie Moses, Esquire
PIPER & MARBURY
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201



Kristine A. Crosswhite

FILED

FEB 8 1988

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK, et al., * IN THE
 Petitioners, * CIRCUIT COURT
 v. * FOR
 THE UNION LABOR LIFE * BALTIMORE CITY
 INSURANCE COMPANY, et al., *
 Respondents. * Case No. 87313071/CL73531

704

* * * * *

ANSWER TO PETITION FOR DECLARATORY JUDGMENT

Respondent, I.E. Shaffer & Company ("I.E. Shaffer"), by its attorneys, James R. Eyler and Kristine A. Crosswhite, pursuant to Md. Cts. & Jud. Proc. Code Ann. §3-401, et seq. answers the Petition for Declaratory Judgment (the "Petition") heretofore filed by the plaintiffs, Joseph Rolnik and Deborah Rolnik and states:

1. That the allegations of paragraph 1 of the Petition are jurisdictional in nature and need be neither admitted or denied by I.E. Shaffer.

2. I.E. Shaffer admits the allegations of paragraph 2 of the Petition.

3. I.E. Shaffer denies the allegations of paragraph 3 of the Petition. Furthering answering, I.E. Shaffer states that its business records reveal that Deborah Rolnik was referred to Sheppard & Enoch Pratt Hospital ("Sheppard Pratt") by her therapist, J.D. Townsend, of the Bayonne New Jersey Community Mental Health Center. It is unknown whether Mr. Bayonne is a physician.

4. I.E. Shaffer admits the allegations of paragraph 4 of the Petition.

5. I.E. Shaffer cannot truthfully admit or deny paragraph 5 of the Petition as phrased. Further answering, I.E. Shaffer admits that Deborah Rolnik's in-patient treatment was covered in some instances under the terms of a group insurance policy between the Trustees of the Hudson County Carpenter's Welfare Fund (the "Fund") and The Union Labor Life Insurance Company ("ULL") subject to all provisions, terms and exclusions of the policy.

6. I.E. Shaffer cannot truthfully admit or deny paragraph 6 of the Petition as phrased. Further answering, I.E. Shaffer admits that prior to April 1, 1985 the lifetime major medical maximum under the ULL policy was \$100,000. Effective April 1, 1985, the Trustees of the Fund improved major medical plan benefits by increasing the lifetime major medical maximum to \$1,000,000.

7. I.E. Shaffer cannot truthfully admit or deny paragraph 7 of the Petition as phrased. Further answering, I.E. Shaffer states that it has been employed by the Trustees of the Fund to serve as Plan Administrator. The purpose of the Fund is to provide health care benefits to active eligible and retired employees and their eligible dependents. The benefits under the Fund's health care plan are partially insured by Blue Cross of New Jersey and partially insured by ULL. At the request of the Trustees of the Fund, ULL granted to I.E. Shaffer the authority to process claims payable under the ULL

policy with the Fund. I.E. Shaffer is obligated to process claims in accordance with the provisions of the ULL policy and is subject to audit by ULL. Although, I.E. Shaffer has responsibility for day-to-day claims processing, ULL makes the ultimate determination regarding benefits payable under the ULL policy. Certain claim payments were made by I.E. Shaffer pertaining to charges incurred by Deborah Rolnik at Sheppard Pratt based upon the provisions of the ULL policy and the authorization of ULL, however, I.E. Shaffer denies that it "approved" of Deborah Rolnik's hospitalization as alleged in paragraph 7 of the Petition.

8. With respect to paragraph 8 of the Petition, I.E. Shaffer's business records do not memorialize a contact with Sheppard Pratt on or about May 14, 1985. Accordingly, I.E. Shaffer denies the allegations of paragraph 8 of the Petition.

9. With respect to paragraph 9 of the Petition, I.E. Shaffer's business records do not memorialize a contact from Kathryn Gallagher and, accordingly, I.E. Shaffer denies the allegations of paragraph 9 of the Petition.

10. I.E. Shaffer admits the allegations of paragraph 10 of the Petition.

11. I.E. Shaffer cannot truthfully admit or deny paragraph 11 of the Petition as phrased. Further answering, I.E. Shaffer states that on or about February 24, 1986, it notified Sheppard Pratt Physicians, P.A. (the "P.A.") that a review of Deborah Rolnik's file was being conducted and

requested an update of her medical history. The P.A. did not respond. On or about March 19, 1986 another letter was forwarded to the P.A. stating that a review was being conducted and again requesting updated medical information. The P.A. responded on or about March 25, 1986 and I.E. Shaffer forwarded the P.A.'s response to ULL on or about April 15, 1986. During the time period that Deborah Rolnik's file was being reviewed by ULL, I.E. Shaffer continued to process and pay claims by Deborah Rolnik. By letter dated May 30, 1986, I.E. Shaffer was advised by ULL that payment of claims incurred by Deborah Rolnik was authorized through January, 1986. I.E. Shaffer had already processed claims incurred after January, 1986. I.E. Shaffer contacted ULL by telephone regarding the disposition of claims incurred by Deborah Rolnik after January, 1986 and was instructed to discontinue payments until ULL's review was completed. On August 5, 1986, ULL wrote directly to Sheppard Pratt advising of the ULL review of Deborah Rolnik's claim and requesting additional documentation.

12. I.E. Shaffer admits the allegations of paragraph 12 of the Petition.

13. I.E. Shaffer does not have sufficient knowledge or information to admit or deny the allegations of paragraph 13 of the Petition and, accordingly, denies the same.

14. I.E. Shaffer cannot truthfully admit or deny paragraph 14 of the Petition as phrased. Further answering, I.E. Shaffer states that the last billing from Sheppard Pratt pertaining to Deborah Rolnik of which I.E. Shaffer is aware was

for the time period March 1-17, 1987. I.E. Shaffer has no knowledge of whether Deborah Rolnik was released, where she was placed or why she left Sheppard Pratt, if in fact she did leave Sheppard Pratt.

15. I.E. Shaffer cannot truthfully admit or deny paragraph 15 of the Petition as phrased. Further answering, I.E. Shaffer states that on or about April 27, 1987, Ms. Ettie Barsky ("Barsky") of ULL contacted I.E. Shaffer and indicated that ULL's review of Deborah Rolnik's file had been completed by an independent psychiatrist. Barsky indicated that pending claims were being denied because services rendered by Sheppard Pratt were not medically necessary and, as a result, were not covered by ULL's policy. By letter dated April 29, 1987, Barsky advised Sheppard Pratt of the results of ULL's review.

16. I.E. Shaffer denies the allegations of paragraph 16 of the Petition.

DEFENSES

17. The Petition for Declaratory Judgment fails to state claims upon which relief may be granted.

18. The Petition for Declaratory Judgment fails to state an actual and justiciable controversy between the plaintiffs and I.E. Shaffer.

19. Pursuant to Md. Cts. & Jud. Proc. Code Ann. §6-104(a) it would be in the interests of substantial justice that this action be heard in the Circuit Court for Baltimore County in that the action arises out of a hospitalization which occurred in Baltimore County and physical evidence in the

possession, custody or control of the Co-Respondent, Sheppard Pratt is located in Baltimore County.

20. The petitioners are not entitled to declaratory relief on their fraud and negligent misrepresentation claims nor on their breach of contract claim. Similarly, the petitioners are not entitled to a declaration awarding them compensatory and/or punitive damages as tort and contract relief are not a proper subject for declaratory action pursuant to Md. Cts. & Jud. Proc. Code Ann. §3-401, et seq.

21. The petitioners are not entitled to the relief sought because under the policy of insurance pertaining to the petitioners, Deborah Rolnik's continued in-patient hospitalization was not "medically necessary".

22. The Petition for Declaratory Judgment is barred by the applicable statute of limitations.

WHEREFORE, having fully answered the Petition for Declaratory Judgment, the respondent, I.E. Shaffer & Company, requests that this Court declare as follows:

1. That the petitioner, Deborah Rolnik, was not insured under the policy of her father, Joseph Rolnik, for in-patient treatment at Sheppard & Enoch Pratt Hospital subsequent to January, 1986.

2. That the treatment received by the petitioner, Deborah Rolnik, while hospitalized at Sheppard & Enoch Pratt Hospital after January, 1986 be declared to be non-covered under the subject insurance policy.

3. That the Court dismiss the petitioners' claims of negligent and/or fraudulent misrepresentation as the same are not justiciable controversies pursuant to Md. Cts. & Jud. Proc. Code Ann. §3-401, et seq. and further declare that the petitioners are not entitled to compensatory or punitive damages.

4. That the Court dismiss the petitioners' claim for breach of contract in that a breach of contract claim is not a justiciable controversy pursuant to Md. Cts. & Jud. Proc. Code Ann. §3-401, et seq.

5. That the Court declare that Joseph Rolnik is not entitled to reimbursement for payments made to Sheppard & Enoch Pratt Hospital because the petitioner, Deborah Rolnik's, continued in-patient hospitalization at Sheppard & Enoch Pratt Hospital was not medically necessary.

6. That the Court declare that the petitioners, Joseph Rolnik and Deborah Rolnik, are not entitled to reimbursement by I.E. Shaffer & Company for any costs attendant to the filing and pursuing of this declaratory judgment action including, but not limited to, legal fees.

7. That the Court dismiss the petitioner's claims for compensatory and punitive damages on the ground that such claims do not present a justiciable controversy pursuant to Md. Cts. & Jud. Proc. Code Ann §3-401, et seq.

8. That the Court award to I.E. Shaffer & Company all of its attorneys fees and costs incurred in defending this action.

James R. Eyer HC
James R. Eyer

Kristine A. Crosswhite
Kristine A. Crosswhite
MILES & STOCKBRIDGE
10 Light Street
Baltimore, Maryland 21202
(301) 727-6464

Attorneys for Respondent,
I.E. Shaffer & Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of February, 1988, a copy of the foregoing ANSWER TO PETITION FOR DECLARATORY JUDGMENT was mailed, first class postage prepaid, to:

Mark T. Mixter, Esquire
SMITH, SOMERVILLE & CASE
100 Light Street
Sixth Floor
Baltimore, Maryland 21202

Thomas M. Trezise, Esquire
Gary M. Burt, Esquire
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Kenneth L. Thompson, Esquire
Lettie E. Moses, Esquire
PIPER & MARBURY
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Kristine A. Crosswhite
Kristine A. Crosswhite

6/24

FILED

JAN 14 1988

JOSEPH ROLNIK, et al	*	IN THE CIRCUIT COURT FOR
		BALTIMORE CITY
Plaintiffs	*	CIRCUIT COURT
v.	*	FOR
THE UNION LABOR LIFE	*	BALTIMORE CITY
INSURANCE COMPANY, et al	*	Case No. 8731307/CL73531
Defendants	*	

* * * * *

INTERROGATORIES

TO: Deborah Rolnik

FROM: The Union Labor Life Insurance Company. These interrogatories are to be read and interpreted in accordance with the Definitions and the answers are to be furnished in accordance with the Instructions set forth hereinafter.

INSTRUCTIONS

Each subpart of any interrogatory should be separately answered. Interrogatories or subparts should not be combined for the purpose of supplying a common answer, and answers should not be supplied by reference to the answer to another interrogatory or subpart unless the answer is completely identical to the answer referred to.

Where knowledge or information of or possession or control by a person is requested or required of, such request or inquiry includes knowledge, information, possession or control of or by the person's agents, representatives, and the person's attorney.

Supplemental answers are to be submitted periodically as additional information becomes available. Final

supplementary submission shall be made no later than 60 days prior to the trial of this action.

DEFINITIONS

The terms "you" or "your" refer to the person to whom these interrogatories are addressed as well as his agents, employees, servants, or representatives, and unless privileged, his attorney.

The term "person" includes a natural person, a corporation, partnership, other business entity or association, and other government or governmental body, commission, board or agency.

The terms "document" or "documents" include, but are not limited to, all paper material of any kind, whether written, typed, printed, punched, filmed or marked in any way; computer discs or any other materials on which computerized data or information is stored; recording tapes or wires, film, photographs, X-rays, tomograms, CAT scans, strips, charts, graphs, movies, or other graphic matter, however produced or reproduced and all mechanical or electronic sound recordings or transcripts thereof.

The terms "identify" or "identification" when used in reference to a natural person mean to state his full name, home address, and his present position and business affiliation. When used in reference to a person other than a natural person "identify" or "identification" means to state whether such person is a corporation, partnership, or other organization, and its name, present or last known address, and principal place of business. Once any person has been identified properly, it shall be sufficient thereafter when identifying that same person to state his name only.

The terms "identify" or "identification" when used in reference to a "document" mean to state the date, the author, the author's address, the type of document (e.g. letter, memorandum, telegram, chart, etc.), the name and address of the present custodians of all copies thereof and any other descriptive data identifying it with sufficient particularity to meet the requirements of a request for production of documents pursuant to the rules of Court. If any such document was but is no longer in the person's possession or subject to the person's control, state the disposition which was made of it and the reasons for such a disposition. In lieu of

identifying any document a true and correct copy thereof may be annexed and incorporated in the answers to these interrogatories.

1. State the following with respect to yourself: nickname and/or other aliases, if any, date and place of birth, present home address, present business address, occupation, height and weight, social security number, all business and residence addresses from ten years preceding the commencement of this litigation until the present time, present marital status and, if presently married, the date and place of marriage, the full name of your spouse prior to your marriage, and the identity and the date and place of birth of each of your children.

2. Identify each person who has given you a signed or recorded statement relating to the subject matter of this litigation made by any alleged agent or representative of this defendant, state the substance of each such statement, state the place where and the date when each such statement was made, identify the person who made each such statement, identify all persons who were present at the making of such statements, state whether each such statement was oral or written and, if written, identify the documents containing it and the custodians thereof.

4. State each and every fact upon which you base your allegation that you are entitled to coverage as an insured

under a policy with Union Labor Life as alleged in the Complaint, identify all persons with personal knowledge of such facts and identify all documents that relate or refer to such facts.

5. Provide the details of any or all conversations you had with any alleged agent or representative of Union Labor Life regarding the subject matter of this lawsuit, including the names of all persons present, during the conversation, the locations of each participant in each such conversation, the nature and substance of all that was said by the alleged agent of Union Labor Life and the nature and substance of all that was said by any participant in the conversation.

6. Identify all documents which relate to, refer to or contain any communication between you and any alleged agent or representative of Union Labor Life.

7. State the nature and itemize separately the value of each liquidated loss or expense for which you claim compensation in this action, identify all persons with personal knowledge of each such loss or expense and identify all documents that relate or refer to each such loss or expense.

8. If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each such loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all

documents that relate or refer to or substantiate each such loss or damage.

9. If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each non-liquidated loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all documents that relate or refer to or substantiate each such loss or damage.

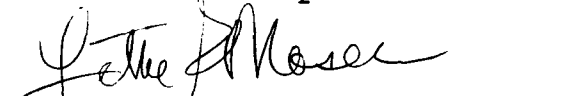
10. If you have ever been arrested, charged, indicted or convicted of any criminal offense under the laws of the United States or any state therein, describe in detail the nature of the charge, the ultimate disposition of the case, and, if you were found or pled guilty, the sentence imposed.

11. Identify all experts whom you propose to call as witnesses at the trial of this case and state the subject matter on which each such expert is expected to testify, all facts and opinions to which each such expert is expected to testify, and give a summary of the basis or grounds for each such opinion. Attach to your answers to these interrogatories copies of all reports, resumes, and statements received from each such expert.

12. Identify all other persons not heretofore mentioned who have personal knowledge of any facts which are material to this action.

13. Identify each document not heretofore mentioned containing facts which are material to this action.


Kenneth L. Thompson


Lettie E. Moses

PIPER & MARBURY
1100 Charles Center South
36 S. Charles Street
Baltimore, Maryland 21201

Attorneys for The Union Labor Life
Insurance Company

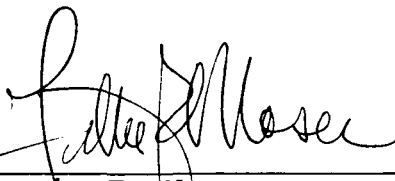
JOSEPH ROLNIK, et al
Plaintiffs
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al
Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
*
*
*

* * * * *

NOTICE OF SERVICE

I HEREBY CERTIFY that on this 14th day of January, 1988, a copy of Interrogatories propounded to Deborah Rolnik, was hand delivered to Mark T. Mixter, Esquire, Smith, Somerville & Case, 100 Light Street, Baltimore, Maryland 21202, Attorney for Plaintiffs.



Lettie E. Moses

5/1/88

FILED

JAN 14 1988

JOSEPH ROLNIK, et al
Plaintiffs
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al
Defendants

* IN THE
* CIRCUIT COURT FOR
* BALTIMORE CITY
* FOR
* BALTIMORE CITY
* Case No.: 8731307/CL73531
*

* * * * *

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TO: Joseph Rolnik
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Where knowledge or information of or possession or
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supplementary submission shall be made no later than 60 days prior to the trial of this action.

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The term "person" includes a natural person, a corporation, partnership, other business entity or association, and other government or governmental body, commission, board or agency.

The terms "document" or "documents" include, but are not limited to, all paper material of any kind, whether written, typed, printed, punched, filmed or marked in any way; computer discs or any other materials on which computerized data or information is stored; recording tapes or wires, film, photographs, X-rays, tomograms, CAT scans, strips, charts, graphs, movies, or other graphic matter, however produced or reproduced and all mechanical or electronic sound recordings or transcripts thereof.

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The terms "identify" or "identification" when used in reference to a "document" mean to state the date, the author, the author's address, the type of document (e.g. letter, memorandum, telegram, chart, etc.), the name and address of the present custodians of all copies thereof and any other descriptive data identifying it with sufficient particularity to meet the requirements of a request for production of documents pursuant to the rules of Court. If any such document was but is no longer in the person's possession or subject to the person's control, state the disposition which was made of it and the reasons for such a disposition. In lieu of

identifying any document a true and correct copy thereof may be annexed and incorporated in the answers to these interrogatories.

1. State the following with respect to yourself: nickname and/or other aliases, if any, date and place of birth, present home address, present business address, occupation, height and weight, social security number, all business and residence addresses from ten years preceding the commencement of this litigation until the present time, present marital status and, if presently married, the date and place of marriage, the full name of your spouse prior to your marriage, and the identity and the date and place of birth of each of your children.

2. Identify each person who has given you a signed or recorded statement relating to the subject matter of this litigation made by any alleged agent or representative of this defendant, state the substance of each such statement, state the place where and the date when each such statement was made, identify the person who made each such statement, identify all persons who were present at the making of such statements, state whether each such statement was oral or written and, if written, identify the documents containing it and the custodians thereof.

4. State each and every fact upon which you base your allegation that you are entitled to coverage as an insured

under a policy with Union Labor Life as alleged in the Complaint, identify all persons with personal knowledge of such facts and identify all documents that relate or refer to such facts.

5. Provide the details of any or all conversations you had with any alleged agent or representative of Union Labor Life regarding the subject matter of this lawsuit, including the names of all persons present, during the conversation, the locations of each participant in each such conversation, the nature and substance of all that was said by the alleged agent of Union Labor Life and the nature and substance of all that was said by any participant in the conversation.

6. Identify all documents which relate to, refer to or contain any communication between you and any alleged agent or representative of Union Labor Life.

7. State the nature and itemize separately the value of each liquidated loss or expense for which you claim compensation in this action, identify all persons with personal knowledge of each such loss or expense and identify all documents that relate or refer to each such loss or expense.

8. If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each such loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all

documents that relate or refer to or substantiate each such loss or damage.

9. If you claim any non-liquidated losses or damages, state the nature of and quantify the amount claimed for each non-liquidated loss or damage, identify all persons with personal knowledge of each such loss or damage and identify all documents that relate or refer to or substantiate each such loss or damage.

10. If you have ever been arrested, charged, indicted or convicted of any criminal offense under the laws of the United States or any state therein, describe in detail the nature of the charge, the ultimate disposition of the case, and, if you were found or pled guilty, the sentence imposed.

11. Identify all experts whom you propose to call as witnesses at the trial of this case and state the subject matter on which each such expert is expected to testify, all facts and opinions to which each such expert is expected to testify, and give a summary of the basis or grounds for each such opinion. Attach to your answers to these interrogatories copies of all reports, resumes, and statements received from each such expert.

12. Identify all other persons not heretofore mentioned who have personal knowledge of any facts which are material to this action.

13. Identify each document not heretofore mentioned containing facts which are material to this action.


Kenneth L. Thompson


Lettie E. Moses

PIPER & MARBURY
1100 Charles Center South
36 S. Charles Street
Baltimore, Maryland 21201

Attorneys for The Union Labor Life
Insurance Company

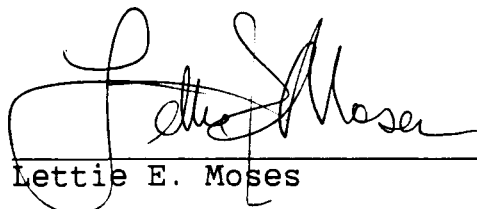
JOSEPH ROLNIK, et al
Plaintiffs
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al
Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
*
*

* * * * *

NOTICE OF SERVICE

I HEREBY CERTIFY that on this 14th day of January, 1988, a copy of Interrogatories propounded to Joseph Rolnik was hand delivered to Mark T. Mixter, Esquire, Smith Somerville & Case, 100 Light Street, Baltimore, Maryland 21202, Attorney for Plaintiffs.



Lettie E. Moses

H/BK

FILED

JOSEPH ROLNIK, et al
Plaintiffs
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al
Defendants

*
*
*
*
*
*
*

IN THE
CIRCUIT COURT
FOR
BALTIMORE CITY
JAN 14 1988
CIRCUIT COURT FOR
BALTIMORE CITY
Case No.: 8731307/CL73531

* * * * *

DEMAND FOR JURY TRIAL

The Union Labor Life Insurance Company, Defendant,
demands to have this case tried by a jury.

Kenneth L. Thompson
Kenneth L. Thompson

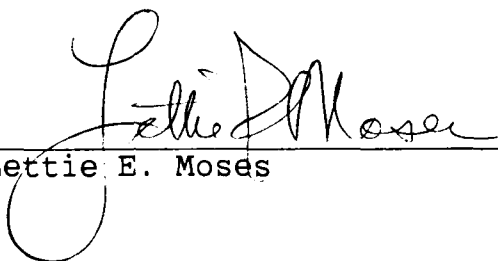
Lettie E. Moses
Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorneys for The Union Labor
Life Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of January 1988, a copy of the foregoing Answer of The Union Labor Life Insurance Company was hand-delivered to Mark T. Mixter, Esquire, Smith, Somerville & Case, 100 Light Street, Baltimore, Maryland 21202, Attorney for Plaintiffs.



Lettie E. Moses

3/BA
FILED

JAN 14 1988

JOSEPH ROLNIK, et al
Plaintiffs
v.
THE UNION LABOR LIFE
INSURANCE COMPANY, et al
Defendants

* IN THE CIRCUIT COURT FOR
* BALTIMORE CITY
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No. 8731307/CL73531
*

* * * * *

ANSWER OF THE UNION LABOR LIFE INSURANCE COMPANY
DEFENDANT TO COMPLAINT FOR DECLARATORY JUDGMENT
OF JOSEPH ROLNIK, et al., PLAINTIFFS

The Union Labor Life Insurance Company ("Union Labor Life"), Defendant, by Kenneth L. Thompson, Lettie E. Moses and Piper & Marbury, its attorneys, in answer to the Complaint, says:

FIRST DEFENSE

1. It admits the allegations of paragraph 1 of the Complaint.
2. It is without knowledge as to the allegations of paragraphs 2, 3 and 4.
3. It denies the allegations of paragraph 5.
4. It admits the allegations of paragraph 6.
5. It denies the allegations of paragraphs 7 and 8.
6. It is without knowledge as to the allegations of paragraph 9.

7. It admits the allegations of paragraph 10, 11 and 12.

8. It denies the allegations of paragraph 13.

9. It is without knowledge as to the allegations of paragraph 14.

10. It admits the allegations of paragraph 15.

11. It denies the allegations of paragraph 16.

SECOND DEFENSE

12. Plaintiff, Deborah Rolnik, was not a beneficiary under the Union Labor Life Policy.

THIRD DEFENSE

13. None of the treatment received by the Plaintiff, Deborah Rolnik, while hospitalized at Sheppard & Enoch Pratt Hospital (the "Hospital") was covered under the policy.

FOURTH DEFENSE

14. In the alternative, if Deborah Rolnik is a beneficiary under the policy, the Defendant has paid approximately \$192,000 on behalf of the plaintiffs, which amount constitutes all amounts due under the policy in question for the treatment of the plaintiff, Deborah Rolnik.

FIFTH DEFENSE

15. If Deborah Rolnik was a beneficiary under the policy, she was not eligible to benefit from the amendment to the policy.

SIXTH DEFENSE

16. Union Labor Life did not negligently or fraudulently misrepresent the scope of the policy to the Plaintiffs or the Hospital.

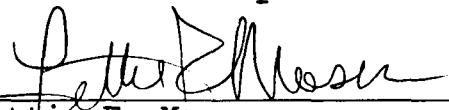
SEVENTH DEFENSE

17. Union Labor Life did not breach its contract with the plaintiff Joseph Rolnik.

WHEREFORE, Defendant prays that the Complaint for Declaratory Judgment be dismissed, with costs.



Kenneth L. Thompson



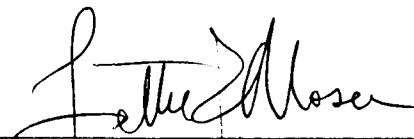
Lettie E. Moses

Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 539-2530

Attorneys for The Union Labor
Life Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of January 1988, a copy of the foregoing Answer of The Union Labor Life Insurance Company was hand-delivered to Mark T. Mixter, Esquire, Smith, Somerville & Case, 100 Light Street, Baltimore, Maryland 21202, Attorney for Plaintiffs.



Lettie E. Moses

2/8/87

FILED

DEC 2 1987

JOSEPH ROLNIK, et al.	*	IN THE	
	*	CIRCUIT COURT	CIRCUIT COURT FOR
Plaintiffs	*		BALTIMORE CITY
v.	*	FOR	
	*	BALTIMORE CITY	
THE UNION LABOR LIFE	*		
INSURANCE COMPANY, et al.	*		87313071 / CL 79531
Defendants			

* * * * *

ANSWER TO
DECLARATORY JUDGMENT

Sheppard and Enoch Pratt Hospital, by its attorneys, Thomas M. Trezise, Gary M. Burt and Semmes, Bowen & Semmes, files this Answer to the Declaratory Judgment filed by the Plaintiffs in this matter, as says:

1. That it admits the allegations contained in paragraph 1 of the Declaratory Judgment.
2. That it admits the allegations contained in paragraph 2 of the Declaratory Judgment.
3. That it admits the allegations contained in paragraph 3 of the Declaratory Judgment.
4. That it admits the allegations contained in paragraph 4 of the Declaratory Judgment.
5. That it admits the allegations contained in paragraph 5 of the Declaratory Judgment.
6. That it admits the allegations contained in paragraph 6 of the Declaratory Judgment.
7. That it admits the allegations contained in paragraph 7 of the Declaratory Judgment.

8. That it admits the allegations contained in paragraph 8 of the Declaratory Judgment.

9. That it admits the allegations contained in paragraph 9 of the Declaratory Judgment.

10. That it admits the allegations contained in paragraph 10 of the Declaratory Judgment.

11. That it admits the allegations contained in paragraph 11 of the Declaratory Judgment.

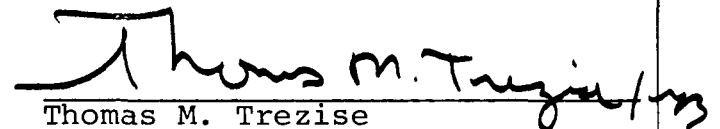
12. That it admits the allegations contained in paragraph 12 of the Declaratory Judgment.


13. That it admits the allegations contained in paragraph 13 of the Declaratory Judgment.

14. That it admits the allegations contained in paragraph 14 of the Declaratory Judgment.

15. That it admits the allegations contained in paragraph 15 of the Declaratory Judgment.


16. That it admits the allegations contained in paragraph 16 of the Declaratory Judgment.


Thomas M. Trezise


Gary M. Burt
Semmes, Bowen & Semmes
P.O. Box 6705
Towson, MD 21285
296-4400

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of December, 1987, a copy of the foregoing Answer to Declaratory Judgment was mailed to MARK T. MIXTER, ESQUIRE, Smith, Somerville & Case, 100 Light Street, Baltimore, MD 21202; THE UNION LABOR LIFE INSURANCE COMPANY, 111 Massachusetts Avenue, N.W., Washington, DC 20001; and I.E. SHAFFER & COMPANY, 840 Bear Tavern Road, West Trenton, NJ 08628.



Gary M. Burt

FILED

DEC 1 1987

JOSEPH ROLNICK and
DEBORAH ROLNICK

Plaintiff

v.

UNION LABOR LIFE INSURANCE
COMPANY, SHEPPARD & ENOCH
PRATT HOSPITAL & I.E.
SHAEFER

Defendants

CIRCUIT COURT FOR
BALTIMORE CITY THE

*

*

*

*

*

*

*

CIRCUIT COURT

FOR

BALTIMORE CITY

87313071/CL73531

*

AFFIDAVIT OF SERVICE

STATE OF MARYLAND:

County

to wit:

CITY OF BALTIMORE:

Mark T. Mixter, being duly sworn, says that the complaint for declaratory judgment was duly served upon the defendant, I.E. Shaffer & Company, by certified mail, restricted delivery, at 840 Bear Tavern Road, West Trenton, New Jersey 08628 on November 23, 1987 as evidenced by the signature on the return receipt attached to this affidavit as Exhibit "A". The undersigned further certifies that he is over 18 years of age and is not a party to this action.

Mark T. Mixter

Mark T. Mixter

Sandra Lee Prevosto

Notary Public

My Commission Expires: _____ My Commission Expires July 1, 1990

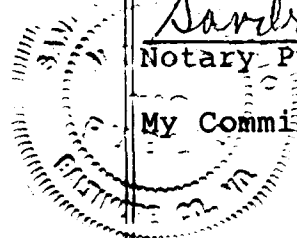


EXHIBIT "A"

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.

2. Restricted Delivery. 9217-17948

3. Article Addressed to:
J. E. Shaffer & Co
c/o Glenn Shaffer
840 Bear Tavern Rd
West Trenton, NJ 08628

4. Type of Service: Article Number
 Registered Insured
 Certified COD P-631-273-280
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *[Signature]*

6. Signature - Agent
X

7. Date of Delivery

8. Addressee's Address (ONEY if requested and fee paid)

USPS

CIRCUIT COURT FOR BALTIMORE CITY
SAUNDRA E. BANKS, CLERK
111 N. CALVERT ST. - ROOM 462
BALTIMORE, MD. 21202

R

WRIT OF SUMMONS CASE NUMBER 87313071 CL73531

STATE OF MARYLAND, COUNTY TO WIT:

TO: THE UNION LABOR LIFE INSURANCE COMPANY
S/O EDWARD J. MUHL, INSURANCE COMMISSIONER
501 ST. PAUL PLACE
BALTIMORE MD 21202

3

DELET

NOV 18 1987

NOV 13 10 06 AM '87
ALBANY CITY

RECEIVED
SHERIFFS SERVICE

YOU ARE HEREBY SUMMONED TO FILE A WRITTEN RESPONSE BY PLEADING OR MOTION
IN THIS COURT TO THE ATTACHED COMPLAINT FILED BY

JOSEPH ROLNIK, ETAL
15919 FORSYTHIA CIRCLE

DELRAY BEA FL 33445

WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU.
WITNESS THE HONORABLE CHIEF JUDGE OF THE EIGHTH JUDICIAL CIRCUIT OF MARYLAND.

Sandra E. Banks



DATE ISSUED 11-09-87

Clerk CLERK
Circuit Court for Balto. City

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGEMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF(S) RETURN.

PERSON SERVED The Union Labor Life Ins Co S/O E J Muhl TIME 10:20 am DATE 11/13/87

PERSON SERVED _____ TIME _____ DATE _____

NON EST (REASON) _____

FEE \$ _____

SHERIFF Deputy Wright #3
Shelton Stewart

NOTE:

1. THIS SUMMONS IS EFFECTIVE FOR SERVICE ONLY IF SERVED WITHIN 60 DAYS AFTER THE DATE IS ISSUED.
2. PROOF OF SERVICE SHALL SET OUT THE NAME OF THE PERSON SERVED, DATE AND THE PARTICULAR PLACE AND MANNER OF SERVICE. IF SERVICE IS NOT MADE, PLEASE STATE THE REASONS.
3. RETURN OF SERVED OR UNSERVED PROCESS SHALL BE MADE PROMPTLY AND IN ACCORDANCE WITH RULE 2-126.
4. IF THIS SUMMONS IS SERVED BY PRIVATE PROCESS, PROCESS SERVER SHALL FILE A SEPERATE AFFIDAVIT AS REQUIRED BY RULE 2-126(A).

M

FILED

NOV 9 1987

CIRCUIT COURT FOR BALTIMORE CITY

JOSEPH ROLNIK
15919 Forsythia Circle
Delray Beach, Florida 33445

*

IN THE

and

DEBORAH ROLNIK
2636 North Charles Street
Baltimore, Maryland 21218

*

CIRCUIT COURT

87313071

CL 73531

Plaintiffs,

v.

THE UNION LABOR LIFE
INSURANCE COMPANY
111 Massachusetts Ave., N.W.
Washington, D.C. 20001

*

FOR

8:58AM 11/10/87 001#1604 A ***

SERVE ON:
Edward J. Muhl
501 St. Paul Place
Baltimore, Maryland 21202

#0873130

#0000071

CIVIL \$70.00

LIBRA \$5.00

CHECK \$75.00

and

BALTIMORE CITY

SHEPPARD & ENOCH
PRATT HOSPITAL
6501 North Charles Street
Baltimore, Maryland 21204

SERVE ON:
Frederick F. Hinze
6501 North Charles Street
Baltimore, Maryland 21204

and

I.E. SHAFFER & COMPANY
840 Bear Tavern Road
West Trenton, N.J. 08628

SERVE ON: Glenn Shaffer, President
840 Bear Tavern Road
West Trenton, N.J. 08628

Defendants.

*

* * * * *

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiffs, Joseph Rolnik and Deborah Rolnik, by their attorneys, Mark T. Mixter and Smith, Somerville & Case, bring this complaint for declaratory judgment against the defendants, Union Labor Life Insurance Company (hereinafter referred to as "Union"), Sheppard & Enoch Pratt Hospital (hereinafter referred to as "the hospital") and I.E. Shaffer & Company (hereinafter "Shaffer") and state as follows:

1. This complaint for declaratory judgment is brought pursuant to Section 3-401 et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

2. On or about July 17, 1984, Deborah Rolnik was admitted to the Sheppard & Enoch Pratt Hospital adult in-patient program.

3. Deborah Rolnik's admission to the hospital was based upon her doctor's recommendation.

4. Joseph Rolnik is the father of Deborah Rolnik.

5. Deborah Rolnik's in-patient treatment was covered by Joseph Rolnik's policy with Union.

6. Union's policy limit was \$100,000.00.

7. Union approved of Deborah Rolnik's hospitalization through its agent, I.E. Shaffer & Company.

8. On or about May 14, 1985 Union, through its agent, Shaffer, contacted the hospital directly to inform them that the policy limit had been increased to \$1,000,000.00.

9. Kathryn Gallagher, Deborah Rolnik's social worker contacted Shaffer to confirm the increase in the policy limit and was told that Deborah's care was included in that increase.

10. In June of 1986, approximately two years after Deborah Rolnik began treatment at the hospital, Union stopped paying Deborah's medical bills; to date, Union had paid \$192,285.00 to the hospital for care received by Deborah Rolnik.

11. In August of 1986, Union notified the hospital that they were conducting a review of Deborah Rolnik's treatment and progress.

12. From August, 1986 until November, 1986, the hospital made a series of telephone calls to Shaffer and Union inquiring as to the status of the review.

13. On or about November 20, 1986, Ms. Ettie Barsky, an agent, employee and/or servant of Union, phoned the hospital and informed them that Union would not pay any of Deborah Rolnik's outstanding bills, nor would they pay any future bills she might incur. The hospital requested confirmation in writing.

14. Deborah Rolnik was released from the hospital on March 17, 1987, and placed in a halfway house because her family could not afford to pay her ongoing medical expenses.

15. On or about April 29, 1987 Ettie Barsky sent a letter to the hospital detailing the results of the review of Deborah Rolnik's case, eight months after the review began and

eleven months after Union stopped paying Deborah Rolnik's medical bills.

16. Because an actual and justiciable controversy now exists between Deborah Rolnik, Joseph Rolnik, Union Labor Life Insurance Company, Sheppard & Enoch-Pratt Hospital, and I.E. Shaffer & Company with regard to the proper interpretation of the insurance policy issued by Union Labor Life, Deborah and Joseph Rolnik request that a decree of a conclusive character be provided, and all rights and legal relations of the parties hereto be judicially and finally determined.

WHEREFORE, Joseph Rolnik and Deborah Rolnik request that the Court declare the following:

1. That the plaintiff, Deborah Rolnik was an insured under the policy of her father, Joseph Rolnik.
2. That all treatment received by the plaintiff, Deborah Rolnik, while hospitalized at Sheppard & Enoch Pratt Hospital be determined to have been covered under that policy.
3. That the defendants, Union and/or Shaffer, negligently or fraudulently misrepresented the scope of the policy to the plaintiffs and the hospital to their detriment and that the plaintiffs just probably relied upon said representations and therefore, are entitled to damages of both a compensatory and punitive nature.
4. That the defendant, Union, breached its contract with the plaintiff, Joseph Rolnik, by discontinuing payments to

the hospital, to the continuing detriment of plaintiffs, Joseph Rolnik and Deborah Rolnik.

5. That plaintiff Joseph Rolnik be reimbursed by Union and/or Shaffer for all payments that he has made to the hospital that were payments rightly owed by the defendant, Union.

6. That plaintiffs, Joseph Rolnik and Deborah Rolnik, be reimbursed by Union and/or Shaffer for any and all costs attendant to filing and pursuing the instant complaint for declaratory judgment including but not limited to, legal fees incurred therein.

7. That the plaintiffs, Joseph Rolnik and Deborah Rolnik, be awarded compensatory and punitive damages by virtue of the action of the defendants, Union and Shaffer which constituted bad faith and was done with malice and was otherwise unjustified.

8. That the Court decree such other and further relief as it deems appropriate in the interest of fairness and justice.

Mark T. Mixer

Mark T. Mixer

Smith, Somerville & Case

Smith, Somerville & Case
100 Light Street
Baltimore, Maryland 21202
(301) 727-1164

JOSEPH ROLNIK
15919 Forsythia Circle
Delray Beach, Florida 33445

*

IN THE

and

DEBORAH ROLNIK
2336 North Charles Street
Baltimore, Maryland 21218

*

CIRCUIT COURT

Plaintiffs,

v.

THE UNION LABOR LIFE
INSURANCE COMPANY
111 Massachusetts Ave., N.W.
Washington, D.C. 20001

*

FOR

SERVE ON:
Edward J. Muhl
501 St. Paul Place
Baltimore, Maryland 21202

and

*

BALTIMORE CITY

SHEPPARD & ENOCH
PRATT HOSPITAL
6501 North Charles Street
Baltimore, Maryland 21204

SERVE ON:
Frederick F. Hinze
6501 North Charles Street
Baltimore, Maryland 21204

*

and

I.E. SHAFFER & COMPANY
840 Bear Tavern Road
West Trenton, N.J. 08628

SERVE ON: Glenn Shaffer
840 Bear Tavern Road
West Trenton, N.J. 08628

Defendants.

*

* * * * *

REQUEST FOR JURY TRIAL

The plaintiffs hereby request a trial by jury with respect to the foregoing complaint for declaratory judgment.

Mark T. Mixter
Mark T. Mixter

Smith, Somerville & Case
Smith, Somerville & Case
100 Light Street
Baltimore, Maryland 21202
(301) 727-1164

SMITH, SOMERVILLE & CASE

ATTORNEYS AT LAW

100 LIGHT STREET

BALTIMORE, MARYLAND 21202-1084

TELEPHONE (301) 727-1164

CABLE ADDRESS "CLARKLAW" • TELEX 908068

ANNAPOLIS OFFICE

7 KING CHARLES PLACE, ANNAPOLIS, MARYLAND 21401-2622

TELEPHONE (301) 269-1164, 267 9712

TOWSON OFFICE

40 WEST CHESAPEAKE AVENUE

LAFAYETTE BUILDING, SUITE 200

TOWSON, MARYLAND 21204-4826

TELEPHONE (301) 583-5343

MARK T. MIXTER
STEPHEN R. LOHMAN*
MICHAEL J. BAXTER
MICHAEL J. JACK
DANNY B. O'CONNOR
PATTI G. ZIMMERMAN
JEFFREY C. HERWIG*
RALPH L. ARNSDOORF*
RAYMOND G. MULLADY, JR.
JOSEPH M. JAGIELSKI
STEVEN G. HULL
CHRISTOPHER J. HEFFERNAN*
WILLIAM R. VAN WAMBEKE*
DEBORAH K. SOBIESKI*
PATRICIA M. LAMBERT
ROBERT C. LITTLE
CLEMENT D. ERHARDT III
CATHERINE A. POTTHAST
MARGARET M. MCKEE
ROBERT L. HUMPHREYS, JR.*
MYKEL HITSSELBERGER*

SUSAN M. CARRIER*
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CONNIE E. WILLIAMS*
EDWARD J. BROWN
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C. ROBERT LOSKOT
RICHARD J. O'CONNOR†
CRAIG F. BALLEW
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PATRICK J. MCCORMICK III
DAVID G. LAROCHE
ROBERT E. RUPP
BARRY K. DOWNEY
GREGORY J. PSORAS
PATRICK A. ROBERSON
KATHRYN L. GRILL
THOMAS A. MONTMINY

*ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
†MEMBER OF DISTRICT OF COLUMBIA BAR ONLY

JEFFREY B. SMITH
GLENN C. PARKER
JOSEPH M. ROULHAC
ROBERT E. POWELL
ROBERT E. CADIGAN
ROBERT J. CARSON
THEODORE B. CORNBLATT*
DOUGLAS B. WORRALL
BARBARA ANN SPICER
JOHN G. PRENDERGAST, JR.
DAVID BIELAWSKI
BARRY BACH
KENNETH C. LUNDEEN
HOWARD G. GOLDBERG*
GARY F. FLORENCE
TERRENCE M. FINN
MICHAEL JAMES KELLY
A. GWYNN BOWIE, JR.
RONALD G. DAWSON
S. WOODS BENNETT
DONALD J. MCCARTNEY*
DOUGLAS B. SCHOETTINGER

JOHN R. PENHALLEGON
JOHN J. BOYD, JR.
JAMES E. BAKER, JR.
JEFFREY J. PLUM
PATRICK M. PIKE
SENIOR COUNSEL
PHILLIPS L. GOLDSBOROUGH III
ALFRED M. PORTH
M. KING HILL, JR.
JOHN H. BOLGIANO

OF COUNSEL
MARJORIE S. HOLT

CLATER W. SMITH
(1901-1980)
WM. B. SOMERVILLE
(1916-1983)
RICHARD W. CASE
(1918-1984)

November 5, 1987

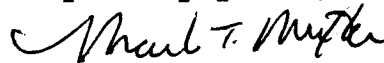
Clerk
Circuit Court for Baltimore City
Courthouse
Baltimore, Maryland 21202

RE: Joseph Rolnik and Deborah Rolnick v.
The Union Labor Fire Insurance Company,
Sheppard & Enoch Pratt Hospital and I.E.
Shaffer & Company

Dear Mr. Clerk:

Enclosed please find a complaint for declaratory judgment for filing in your Court. We have also enclosed our firm's draft in the amount of \$75.00 covering the cost of filing this action as well as service by the sheriff on Union Labor Fire Insurance Company and Sheppard & Enoch Pratt Hospital. Kindly return a summons along with a copy of the complaint for service by registered mail on I.E. Shaffer & Company. We have enclosed sufficient copies of the complaint for your purposes.

Very truly yours,



Mark T. Mixter

MTM/slp

Enclosures

cc: Thomas M. Trezise, Esquire
Mr. Joseph Rolnik
Ms. Deborah Rolnik

MSAREF.NET, MSA SC 5458
An Archives of Maryland Publication

J.R.
2-19-10
369 Pages

| ▶ **Edit & Modify Entries** | ▶ **Search** | ▶ **Search MAILREF** | ▶ **Contact Webmaster** | ▶ **Home** | ▶ **End Session**

MSA SC 5458-82-152

Dates: 2010/02/17

Description: Case numbers received from J. Hollander -

BALTIMORE CITY CIRCUIT COURT (Paternity Papers) Arrington v. Rodriguez, 1989, Box 169
Case No. 119070 [MSA T3351-923, CW/16/31/25]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Rolnik v. Union Labor Life Ins. Co., 1987, Case No. 87313071 -1
Case is split between 2 boxes:
Box 387 [MSA T2691-2026, HF/8/35/8]
Box 388 [MSA T2691-2027, HF/8/35/9]
File should be named msa_sc5458_82_152_[full case number]-####

J.R.
2-19-10
369 Pages

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Shofer v. The Stuart Hack Co., Box 128 Case No. 88102069 [MSA T2691-2232, HF/11/30/3]
See also for "brick binders":
Box 527 [MSA T2691-2631, HF/11/38/18]
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