

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

KORMONDY ENTERPRISES, INC.)	
f/k/a NATIONAL STEAK PROCESSORS,)	
INC.,)	Case No. 4:19-CV-355-GKF-FHM
)	
Plaintiff,)	JURY TRIAL DEMANDED
)	
v.)	
)	
GREAT AMERICAN INSURANCE COMPANY,)	
)	
Defendant.)	

AMENDED COMPLAINT¹

COMES NOW, the Plaintiff, Kormondy Enterprises, Inc. f/k/a National Steak Processors, Inc. (“Kormondy”), by and through its counsel of record, Andrew C. Jayne, of the law firm BAUM GLASS JAYNE & CARWILE, PLLC, and for its Amended Complaint against the above-named Defendant states and avers as follows:

1. Kormondy Enterprises, Inc. (“Kormondy”) is a California corporation, which was formerly National Steak Processors, Inc.
2. Great American Insurance Company (“Great American”) is a foreign insurance company which conducts the business of insurance in the State of Oklahoma.
3. The facts giving rise to the instant lawsuit occurred within the confines of Tulsa County, State of Oklahoma.
4. Randall Wayne Pierce (“Pierce”) was Kormondy’s insurance agent/broker at all relevant times in this Amended Complaint. Pierce was employed by Marsh USA, Inc. (“Marsh”).

¹ This case was initially filed in Tulsa County District Court. Thus, the original initial pleading was styled a “Petition”. Since that case was subsequently removed to this federal court, the Plaintiff will style this amended pleading as an Amended Complaint. Further, this case was originally also filed against Randall Wayne Pierce and Marsh USA, Inc. The claims against Pierce and Marsh, however, were consolidated into a separate case, and the claims against Great American were left in the Tulsa County case which was subsequently removed to this Court. Thus, this Amended Complaint will only reference Great American as a Defendant.

5. Kormondy operated a beef and poultry marinating and cooking facility specializing in providing custom menu ideas for casual dining and quick casual restaurant chains.

6. In July of 2016, authorized agents of Kormondy met with Pierce and others at Marsh regarding the renewal of Kormondy's insurance products.

7. During the course of this meeting, the issue of product recall coverage was specifically discussed.

8. Pierce specifically advised Kormondy that their ten million dollar umbrella insurance policy with Great American would cover all risks associated with any product recall of Kormondy's products.

9. Kormondy relied on these representations in determining what insurance products to purchase at this time.

10. Kormondy purchased the ten million dollar umbrella insurance policy with Great American based on Pierce's representations.

11. Thereafter, Kormondy was sued in multiple lawsuits for damages relating to a product recall.

12. Kormondy timely submitted a claim to Great American, as the potential damages in the lawsuits exceed underlying liability limits such that umbrella coverage would be triggered.

13. On December 6, 2017, Great American denied Kormondy Enterprises' claim based on an exclusion for product recall in the umbrella policy.

14. Kormondy asserts that this denial of coverage was a breach of the insurance contract by Great American.

15. In the event that the Court determines that the plain language of the insurance policy at issue with Great American does not provide coverage, Kormondy asserts that the policy should

be reformed, that Great American is estopped from denying coverage, and/or that Great American has waived its right to deny coverage based on the specific representation of coverage made by agent Pierce.

16. Kormondy claims all damages available under Oklahoma law for all claims asserted in this case.

WHEREFORE, premises considered, Kormondy hereby requests judgment in its favor in excess of \$75,000.00 against Great American, along with its attorneys' fees, costs, and any further relief the Court and jury deem just and equitable.

Respectfully submitted,

s/ Andrew C. Jayne
Andrew C. Jayne, OBA # 19493
Courtney L. Cagle, OBA # 33479
Emily C. Krukowski, OBA #32038
BAUM GLASS JAYNE & CARWILE, PLLC
Mid-Continent Tower
401 S. Boston, Suite 2300
Tulsa, OK 74103
Telephone: (918) 938-7944
ATTORNEYS FOR PLAINTIFF
KORMONDY ENTERPRISES, INC.

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of July, 2019, I electronically transmitted the attached document to the Clerk of Court using the ECF System for filing. Based on the records currently on file, the Clerk of Court will transmit a Notice of Electronic Filing to the following ECF registrants:

Mr. Roger Butler, Jr. – rbutler@secresthill.com

Mr. Nathaniel Smith – nsmith@secresthill.com

s/ Andrew C. Jayne _____