



Member Argo Group

May 16, 2016

CERTIFIED MAIL

7011 3500 0002 9692 3473

Monmouth County SPCA
Attn: Ross Licitra / Chief Executive Officer
360 Wall Street
Eatontown, NJ. 07724

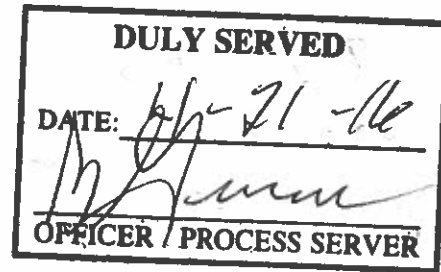
Re: Our Insured: Monmouth County SPCA
 Date of Loss: 11-15-2015
 Claim No: 72L297887
 Claimants: Champion Contracting Corporation

Mr. Licitra:

Trident Public Risk Solutions is the authorized claims representative of Argonaut Insurance Company, which is the General Liability Insurance carrier for the Monmouth County SPCA. It is in this capacity that we wish to acknowledge receipt of the complaint entitled **Champion Contracting Corporation v Monmouth County SPCA and NG Solutions LLC**, filed in the Superior Court of New Jersey under Docket No: MID-L-01764-16. We are also, herein, providing our coverage position as response to the SPCA's request for a defense and indemnity under Argonaut policy, PP 9369974-01, effective October 1, 2014 to October 1, 2015.

The suit alleges that Champion Contracting Corporation entered into a written Sub-Contractor's Agreement with NG Solutions in which to provide services, material, and labor for masonry and site work installation of a roof system. More specifically, the complaint alleges that both NG Solutions and SPCA breached this agreement with Champion Contracting and received unjust enrichment, secondary for work that Champion Contracting performed at 260 Wall Street, Lot 3, Block 3901 Eatontown, Monmouth County, New Jersey. We have reviewed the allegations made and relief sought and compared same to the provisions, terms and exclusions of the Commercial General Liability coverage part. **It is our position that there will be no duty to defend this lawsuit as pled and Trident Public Risk Solutions will not indemnify the SPCA for any judgment against it.** Our position is more fully outlined below citing the relevant policy language in support.

New Jersey Attorney ID#: 029371985
Paul N. Mirabelli, Esq.
3400 Hwy 35, Suite 3
Hazlet, New Jersey 07730
(732)264-3880
Attorney for Plaintiff



Champion Contracting
Corporation

Plaintiff,

v.

Monmouth County SPCA and
NG Solutions LLC

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: Family Part
MIDDLESEX COUNTY

Docket No.: MID-L-01764-16

Civil Action

SUMMONS

THE STATE OF NEW JERSEY, TO THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED in a Civil Action in the Superior Court of New Jersey, instituted by the above-named plaintiff, and required to serve upon the plaintiff, whose name and office address appears above, either (1) an answer to the annexed Complaint, or (2) a general appearance in accordance with R. 5:4-3 (a), within thirty-five (35) days after the service of the Summons and Complaint upon you, exclusive of the day of service. If you fail to answer, or fail to file a general appearance in accordance with R. 5:4-3 (a), judgment by default may be rendered against you for the relief demanded in the Complaint. You shall promptly file your answer or your general appearance and proof of service thereof with the County Family Division, 120 New Street, New Brunswick, New Jersey 08903 in accordance with the rules of civil practice and procedure.

If you cannot afford to pay an attorney, call a Legal Service Office. An individual not eligible for free legal assistance may obtain a referral to an attorney by calling a county lawyer referral service. A list of legal services offices and county lawyer referral services is provided for your convenience.

If you are not a resident of the State of New Jersey, you must call the numbers for the county in which this action is pending. The numbers in which this action is pending are: Lawyer Referral Service (732) 828-0053, and Legal Services (732) 249-7600.

Dated:

Michelle M. Smith
Clerk of the Superior Court

Name of Defendant to be Served: Monmouth County SPCA
Address for Service: 260 Wall Street, Eatontown, New Jersey 07724



AmTrust North America

An AmTrust Financial Company

June 8, 2016

Ross Licitra
Monmouth County SPCA
260 Wall Street
Eatontown, NJ 07724

Re: Champion Contracting Corporation v. Monmouth County SPCA and NG Solutions, LLC

Insurance Company:	Wesco Insurance Company
Our File No:	2225962
Policyholders:	Monmouth County SPCA
Policy No:	WPP1412391-01
Effective Dates:	October 1, 2015 to October 1, 2016
Claimant:	Champion Contracting Corporation
Date of Loss:	April 16, 2015 and continuing
Loss Location:	260 Wall Street, Eatontown, New Jersey

Dear Mr. Licitra:

We are your liability insurer and we received a lawsuit entitled, *Champion Contracting Corporation v. Monmouth County SPCA and NG Solutions LLC*, which has been filed against you in the Superior Court of New Jersey, Middlesex County, in connection with the above-captioned matter. Please be advised that we reviewed this matter and determined that it is not covered under your policy for the reasons set forth below. Accordingly, we hereby disclaim coverage of this matter and will not defend or indemnify you with respect thereto.

In this matter, claimant allegedly sustained damages due to NG Solutions, LLC's failure to pay it for services, material and labor for work performed at your premises at 260 Wall Street, Eatontown, New Jersey. Claimant asserts that the work was completed by November 1, 2015.

Claimant has asserted the following causes of action against you:

1. Unjust Enrichment;
2. Goods Sold and Delivered To and Unpaid For and

3. Lien Against the Land and Building.

First, we refer you to policy form CG 00 01 04 13 at Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, paragraph 1 and Coverage B Personal and Advertising Injury Liability, paragraph 1, which state in relevant part:

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

* * *

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

* * *

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any

insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;**
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or**
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.**

*

*

*

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result.**

*

*

*

Claimant asserts it entered into the contract with NG Solutions to perform work at your location on April 16, 2015 and asserts that the work was completed by November 1, 2015. Please be advised that the effective dates of your policy are October 1, 2015 to October 1, 2016. No coverage is available under your policy for any injuries or damages that occurred outside the effective dates of the policy as set forth in the above-cited provisions. We recommend you place your carrier(s) prior to October 1, 2015 on notice of this matter immediately if you have not already done so.

Also, in the event it is determined that you were aware prior to the policy period that the injury occurred or had begun to occur, per the above provisions, there would be no coverage for such injury even if sustained in part during our policy period as set forth in the above-cited provisions.

Second, we refer you to policy form CG 00 01 04 13, at Section V – Definitions, which defines "bodily injury," "property damage," "occurrence" and "personal and advertising injury" as follows:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

* * *

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

* * *

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

* * *

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

Claims for unjust enrichment, goods sold, delivered and unpaid for and demands to file a lien against your land and building are not claims for "bodily injury" or "property damage" caused by an accident or "occurrence" or for "personal and advertising injury." Since this matter does not involve a claim for "bodily injury" or "property damage" caused by an "occurrence" or for "personal and advertising injury," no coverage is available under the policy as set forth in the above-cited provisions.

Third, we refer you to Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, at paragraph 2.a of policy form CG 00 01 04 13, which states:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

Claims for unjust enrichment may involve intended or expected damages. To the extent, if any, this matter involves a claim for "bodily injury" or "property damage" and in the event there is a determination you intended or expected any such injury or damage, no coverage is available under the policy as set forth in the above-cited provision.

Fourth, claimant is seeking an award for punitive damages. Please be advised that punitive damages are not insurable in the State of New Jersey and are not covered under your policy. Accordingly, we will not indemnify you or otherwise be responsible for any judgment for punitive damages against you or any party.

For the foregoing reasons, we are disclaiming coverage of this matter and will not defend or indemnify you with respect thereto. Enclosed are the suit papers for your further handling.

This letter does not constitute a waiver of any policy provisions or defenses available to us.

If any of the factual information relied upon by us in this letter is inaccurate in any way, please advise us immediately in writing.

N.J.S.A. 17:29E-9 requires all insurers writing life insurance or property and casualty insurance to establish an internal appeals procedure for the review of disputed claims. To access the procedure, please send written notice to Catherine LaBombard, Internal Appeals Coordinator, AmTrust North America, 3 Huntington Quadrangle, Suite 201S, Melville, NY 11747.

Monmouth County SPCA
June 8, 2016

Very truly yours,



Ann Wilson
Claim Supervisor
AmTrust North America
Southington Claims Office
P.O. Box 6935
Cleveland, OH 44101-1935
ALBMail@AmTrustgroup.com

cc: McCue Captains Insurance
680 Branch Avenue
Little Silver, NJ 07739

NIP Group Inc.
900 Route 9 North, Suite 503
Woodbridge, NJ 07095

To clarify our position, we refer to your COMMERCIAL GENERAL LIABILITY COVERAGE PART, CG 00 01 04 13, and more specifically to the following provisions starting with the Insuring Agreement from Section I that reads, in relevant parts, as follows:

With regard to "bodily injury" and "property damage" liability (Coverage A), the Insuring Agreement reads:
We will pay those sums that the covered party becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this coverage applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. This insurance applies to "bodily injury" and "property damage" only if (1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and (2) The "bodily injury" or "property damage" occurs during the policy period.

As to "personal and "advertising injury liability (Coverage B), the Insuring Agreement reads:
We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. ...

The allegation of Breach of Contract is not "bodily injury" nor "property damage"; nor, do we consider such an act an "occurrence" as that term is defined and required. Thus, there is no coverage under Coverage A.

Breach of Contract is also not "personal injury" or "advertising injury" as those terms are defined in the policy. Even so, Coverage B has a specific Exclusion that is applied:

2. Exclusions

This coverage does not apply to:

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

Key words and phrases used throughout the coverage part are defined in Section V. Among these are:

- 3.** *"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.*
- 13.** *"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.*
- 14.** *"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:*
 - a.** *False arrest, detention or imprisonment;*
 - b.** *Malicious prosecution;*

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;*
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;*
- e. Oral or written publication of material that violates a person's right of privacy;*
- f. The use of another's advertising idea in your "advertisement"; or*
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".*

17. "Property damage" means:

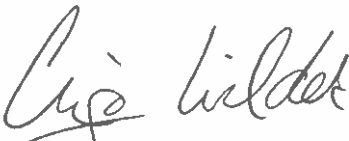
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or*
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.*

Based on the foregoing information, it is our position that there is no coverage obligation under the Commercial General Liability coverage for the Breach of Contract claim being presented.

Note that even if Breach of Contract were covered, it is our position that the alleged breach was made outside the Argonaut policy period. This alone would have been sufficient for a disclaimer of coverage.

Should you have any information that is contrary to that expressed above, or if you have any questions, comments or objections, please contact the undersigned.

Respectfully,



Craig Wilder
Liability Claim Supervisor
(210) 366-5788

cc: McCue Captains Agency
Attn: Christopher W. Siegmann
680 Branch Avenue
Little Silver, NJ. 07739



AmTrust North America

An AmTrust Financial Company

June 8, 2016

Ross Licitra
Monmouth County SPCA
260 Wall Street
Eatontown, NJ 07724

Re: Champion Contracting Corporation v. Monmouth County SPCA and NG Solutions, LLC

Insurance Company:	Wesco Insurance Company
Our File No:	2225962
Policyholders:	Monmouth County SPCA
Policy No:	WPP1412391-01
Effective Dates:	October 1, 2015 to October 1, 2016
Claimant:	Champion Contracting Corporation
Date of Loss:	April 16, 2015 and continuing
Loss Location:	260 Wall Street, Eatontown, New Jersey

Dear Mr. Licitra:

We are your liability insurer and we received a lawsuit entitled, *Champion Contracting Corporation v. Monmouth County SPCA and NG Solutions LLC*, which has been filed against you in the Superior Court of New Jersey, Middlesex County, in connection with the above-captioned matter. Please be advised that we reviewed this matter and determined that it is not covered under your policy for the reasons set forth below. Accordingly, we hereby disclaim coverage of this matter and will not defend or indemnify you with respect thereto.

In this matter, claimant allegedly sustained damages due to NG Solutions, LLC's failure to pay it for services, material and labor for work performed at your premises at 260 Wall Street, Eatontown, New Jersey. Claimant asserts that the work was completed by November 1, 2015.

Claimant has asserted the following causes of action against you:

1. Unjust Enrichment;
2. Goods Sold and Delivered To and Unpaid For and

3. Lien Against the Land and Building.

First, we refer you to policy form CG 00 01 04 13 at Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, paragraph 1 and Coverage B Personal and Advertising Injury Liability, paragraph 1, which state in relevant part:

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

* * *

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

* * *

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any

insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

* * *

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result.

* * *

Claimant asserts it entered into the contract with NG Solutions to perform work at your location on April 16, 2015 and asserts that the work was completed by November 1, 2015. Please be advised that the effective dates of your policy are October 1, 2015 to October 1, 2016. No coverage is available under your policy for any injuries or damages that occurred outside the effective dates of the policy as set forth in the above-cited provisions. We recommend you place your carrier(s) prior to October 1, 2015 on notice of this matter immediately if you have not already done so.

Also, in the event it is determined that you were aware prior to the policy period that the injury occurred or had begun to occur, per the above provisions, there would be no coverage for such injury even if sustained in part during our policy period as set forth in the above-cited provisions.

Second, we refer you to policy form CG 00 01 04 13, at Section V – Definitions, which defines "bodily injury," "property damage," "occurrence" and "personal and advertising injury" as follows:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

* * *

"Property damage" means:

- a. **Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or**
- b. **Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.**

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

* * *

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

* * *

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. **False arrest, detention or imprisonment;**
- b. **Malicious prosecution;**
- c. **The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;**
- d. **Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;**
- e. **Oral or written publication, in any manner, of material that violates a person's right of privacy;**
- f. **The use of another's advertising idea in your "advertisement"; or**

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

Claims for unjust enrichment, goods sold, delivered and unpaid for and demands to file a lien against your land and building are not claims for "bodily injury" or "property damage" caused by an accident or "occurrence" or for "personal and advertising injury." Since this matter does not involve a claim for "bodily injury" or "property damage" caused by an "occurrence" or for "personal and advertising injury," no coverage is available under the policy as set forth in the above-cited provisions.

Third, we refer you to Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, at paragraph 2.a of policy form CG 00 01 04 13, which states:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

Claims for unjust enrichment may involve intended or expected damages. To the extent, if any, this matter involves a claim for "bodily injury" or "property damage" and in the event there is a determination you intended or expected any such injury or damage, no coverage is available under the policy as set forth in the above-cited provision.

Fourth, claimant is seeking an award for punitive damages. Please be advised that punitive damages are not insurable in the State of New Jersey and are not covered under your policy. Accordingly, we will not indemnify you or otherwise be responsible for any judgment for punitive damages against you or any party.

For the foregoing reasons, we are disclaiming coverage of this matter and will not defend or indemnify you with respect thereto. Enclosed are the suit papers for your further handling.

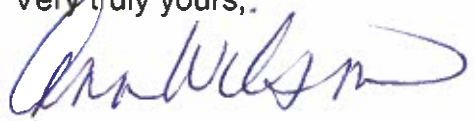
This letter does not constitute a waiver of any policy provisions or defenses available to us.

If any of the factual information relied upon by us in this letter is inaccurate in any way, please advise us immediately in writing.

N.J.S.A. 17:29E-9 requires all insurers writing life insurance or property and casualty insurance to establish an internal appeals procedure for the review of disputed claims. To access the procedure, please send written notice to Catherine LaBombard, Internal Appeals Coordinator, AmTrust North America, 3 Huntington Quadrangle, Suite 201S, Melville, NY 11747.

Monmouth County SPCA
June 8, 2016

Very truly yours,



Ann Wilson
Claim Supervisor
AmTrust North America
Southington Claims Office
P.O. Box 6935
Cleveland, OH 44101-1935
ALBMail@AmTrustgroup.com

cc: McCue Captains Insurance
680 Branch Avenue
Little Silver, NJ 07739

NIP Group Inc.
900 Route 9 North, Suite 503
Woodbridge, NJ 07095