

DOCKET NO. LLI CV-15-6013124S : SUPERIOR COURT
RICHARD BLITZ, TRUSTEE OF THE
RICHARD BLITZ DEFINED BENEFIT
PENSION PLAN AND TRUST : J.D. OF LITCHFIELD
VS. : AT LITCHFIELD
GLEN LOVEJOY AND
KATHLEEN RIISKA-LOVEJOY : October 24, 2016

AFFIDAVIT IN SUPPORT OF APPLICATION FOR PREJUDGMENT REMEDY

The undersigned, being duly sworn, says:

1. I am appearing counsel for the Plaintiff in the above captioned matter and have personally reviewed the documents attached hereto, swear to their true and correct status of copies of originals and, as such in such capacity, I have personal knowledge of the facts set forth below.
2. On or about March 8, 2014, the Defendants' son, Owen Lovejoy, then a minor, burned down the Plaintiff's residential dwelling located at 102 Simons Pond Road, Colebrook, Connecticut (the "property"). The Defendants, in their Answer, admit this fact and they also admit same in their response to Interrogatory No. 11 propounded to them by the Plaintiff. A true and correct copy of the Defendants' Answers to Interrogatories and Requests for Production are attached hereto as Exhibit A.
3. In their responses to Interrogatories 2, 3 and 4 the Defendants admit that, at the time the fire was set, their minor son was living with them and had lived with them uninterrupted from birth. The Defendants also admit that they provided all support for their son including food, clothing, shelter, medical expenses, funds for extracurricular activities such as band camp, gas for their vehicle that their son drove and school supplies. They also admit that their son was an insured driver on their automobile policy.
4. In response to Interrogatory No. 15, the Defendants admit that they restrained their minor son from his freedom to come and go in his daily activities after the subject fire occurred but not prior.

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5. According to the Colebrook Tax Assessor, the value of the Plaintiff's residence, improvements only and not land, prior to the fire was \$154,100.00 and, post fire, the value was \$17,000.00. Per the Tax Assessor, a loss of value of \$137,100.00 is attributable to the destruction of the residence. A true and correct copy of the downloaded Colebrook Tax Assessor's records is attached hereto as Exhibit B.

6. As disclosed by the Plaintiff in his deposition, as a result of the fire, he has paid clean-up costs exceeding \$20,000.00 and will incur additional clean-up costs and costs of removing the foundation. A true and correct copy of his referenced deposition testimony is attached hereto as Exhibit C.

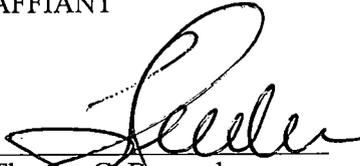
7. In the Plaintiff's sworn responses to Interrogatories, he estimated his loss of personal property at \$25,000.00 - \$50,000.00. A true and correct copy of the Plaintiff's sworn responses to are attached hereto as Exhibit D.

8. The foregoing facts are sufficient to show that there is probable cause that judgment will be rendered in favor of the Plaintiff and this Affidavit is provided in support of a request for a prejudgment attachment of the Defendants' assets sufficient to secure the amount of \$250,000.

9. The need for this prejudgment remedy is particularly warranted as the Defendants' insurer, Merrimack Mutual Fire Insurance Company, while providing a defense in this case to date, has also filed a complaint for Declaratory Judgment seeking a judgment from this Court that said insurer has no obligation to provide insurance coverage for the claims being brought against the Defendants by this Plaintiff, to wit: their statutory liability for damages and their damages for the negligent supervision of their minor son. The Defendants are defending that declaratory judgment action, maintaining that the statutory liability claim and negligent supervision claim are indeed covered by their insurance. Any loss of coverage may imperil the Plaintiff's ability to collect any judgment rendered against the Defendants. The Declaratory Judgment action bears case number LLI-CV-16-6013561-S.

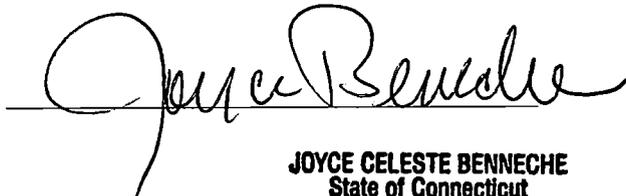
10. I swear that the foregoing is true and correct to the best of my knowledge and belief.

AFFIANT



Thomas G. Benneche

Subscribed and sworn to before me this 24th day of October 2016.



JOYCE CELESTE BENNECHE
State of Connecticut
Notary Public
My Commission Expires: 03/31/2020

NO.: LLI-CV15-6013124-S

SUPERIOR COURT

RICHARD BLITZ, TRUSTEE OF
THE RICHARD BLITZ DEFINED
BENEFIT PENSION PLAN AND TRUST

JUDICIAL DISTRICT OF
LITCHFIELD

VS.

AT LITCHFIELD

GLEN LOVEJOY AND
KATHLEEN RIISKA-LOVEJOY

MARCH 9, 2016

PLAINTIFF'S FIRST SET OF INTERROGATORIES

Pursuant to Practice Book Section 13-6, the Plaintiff hereby demands that the Defendants, Glen Lovejoy and Kathleen Riiska-Lovejoy, respond to the appended interrogatories, within thirty days hereof, and to further certify their responses.

The Defendants are reminded of their continuing obligation to supplement their answers pursuant to Practice Book Section 13-15.

Dated this 9th day of March 2016 at Simsbury, Connecticut.

PLAINTIFF, RICHARD BLITZ, TRUSTEE OF
THE RICHARD BLITZ DEFINED
BENEFIT PENSION PLAN AND TRUST

By

Thomas G. Benneche
His Attorney
BENNECHE LAW FIRM
885 HOPMEADOW STREET
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JURIS NO. 307336

"Exhibit A"

DEFINITIONS AND INSTRUCTIONS

The following definitions and instructions shall apply to these requests for production:

1. The terms "you", "your" and "Defendants" refer to the Defendants, Glen Lovejoy and Kathleen Riiska-Lovejoy, and any agent, employee, entity, person, or representative of any kind acting on their behalf.
2. The term "Plaintiff" refers to the Plaintiff and any agent, employee or entity acting on his behalf.
3. The term "concerning" shall mean, without limitation, referring to, relating to, constituting, comprising, constraining, setting forth, summarizing, reflecting, stating, describing, recording, noting, embodying, mentioning, studying, analyzing, discussing, or evaluating, directly or indirectly.
4. The terms "each" or "all" shall be construed as "each and all."
5. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
6. "Number." The use of the singular form includes the plural and vice versa.
7. References to the masculine gender shall include references to the feminine gender.
8. The term "son" means Owen Saunders Lovejoy, date of birth August 20, 1996.

INTERROGATORIES

1. State the name, address and occupation of anyone answering these interrogatories and anyone assisting in the answering of them.

RESPONSE:

**Glen R. Lovejoy
30 Cobb City Road
Colebrook, CT 06021
Occupation: Physician**

**Kathleen Riiska-Lovejoy
30 Cobb City Road
Colebrook, CT 06021**

2. Identify all addresses where your son resided from his birth until his passing and the dates or approximate dates he lived at each address.

RESPONSE: 30 Cobb City Road, Colebrook, CT 06021 from birth until September 19, 2014.

3. State whether you were providing financial support for your son up until the time of his death on September 19, 2014. If the answer is yes, describe the type of financial support you were providing him in the year preceding his death. If no, state the date when you ceased providing him financial support.

RESPONSE: Yes. The defendants provided all support for their son including food, clothing, shelter, medical expenses, funds for extracurricular activities such as band camp, gas for their vehicle that their son drove, school supplies.

4. State whether your son was an insured driver on your automobile insurance policies and, if yes, provide the dates he was a covered driver.

RESPONSE: Yes. He was covered on our automobile policy from when he obtained his driver's license forward.

5. Other than the incident at issue in this case, identify any past acts or incidents where your son destroyed property of yours or another person or entity or was accused of the same. For each other incident provide the date of the occurrence or accusation and a description of the occurrence or accusation.

RESPONSE: Not applicable.

6. State whether you ever contacted a police department or police officer concerning your son. If the answer is yes, provide the date of your contact, who the contact was made to, the substance of the contact and the result of said contact.

RESPONSE: Not applicable.

7. State whether you ever contacted a probation officer concerning your son. If the answer is yes, provide the date of your contact, who the contact was made to, the substance of the contact and the result of said contact.

RESPONSE: Until March 11, 2014, there was no contact with any probation officer.

8. State whether your son was ever hospitalized during his lifetime and, if so, where he was admitted, when he was admitted, when he was discharged and why he was admitted, any diagnosis of him after admission and upon discharge.

RESPONSE: Yes. Our son was hospitalized in 2013 as a result of a major depressive event. He was initially hospitalized at Hartford Hospital and then the Institute of Living. Medical records with specifics to be provided.

9. State all medical and psychological conditions your son was diagnosed with and for and state the dates of such diagnosis, who made them and what course of treatment was recommended and/or employed.

RESPONSE: Objection – see objection previously filed. Without waiving this objection, medical records to be provided upon receipt.

10. State all medications your son was prescribed during his lifetime and for each one indicate the person who prescribed same, that person's contact information and the reason why each prescription was made.

RESPONSE: Objection – see objection previously filed. Without waiving this objection, medications from January 1, 2010 forward to be provided upon receipt.

11. State whether your son admitted to you and/or others that he set the fire to the dwelling house of the Plaintiff's in Colebrook Connecticut, as described in the Complaint filed in this action and, if the answer is yes, state when the admission was made and to whom it was made.

RESPONSE: Yes. Owen admitted to the Connecticut State Police, in the presence of Glen Lovejoy, on March 11, 2014 that he started the fire.

12. Other than the incident identified in the Complaint, has your son ever set fire to any property of yours or others and, if so, identify what he set fire to, when and whose property was involved.

RESPONSE: No.

13. Identify all times when your son was arrested, indicating the dates, the arresting authority and the reason for his arrest.

RESPONSE: Other than for the subject fire, our son was never arrested.

14. State whether your son was ever violent with you or others or with creatures of nature. If yes, state when he was, with whom (or what) he was violent and what he did to the other person or creature of nature.

RESPONSE: No.

15. State whether your son was ever restrained by you from his freedom to come and go in his daily activities such as being grounded from leaving the family home and/or enrolled in a camp, school or other place where his ability to freely come and go in his daily activities was monitored and/or restricted. If yes, provide when such occurrence happened, the restrictions placed upon him and who placed the restrictions upon him.

RESPONSE: Not prior to the subject fire.

16. State whether your son was familiar with the Plaintiff's real property known as 102 Simons Pond Road, Colchester, Connecticut and, if yes, state the extent of his familiarity and knowledge of the property. State all times when your son was on the property to your knowledge.

RESPONSE: Yes. Our son lived adjacent to the property in Colebrook from birth forward. However, we have no personal knowledge that our son was ever on the property.

17. State whether you and/or your son had met the Plaintiff, Richard Blitz and, if yes, state the date(s) you and/or your son met him and the circumstances surrounding such meeting.

RESPONSE: To our knowledge, no.

18 Identify any support and/or therapy groups your son belonged to or attended and for each one, state their address, contact information and date(s) your son attended same.

RESPONSE: Owen was never in any support or therapy group. He received counseling subject to his major depressive event in 2013, but not before. Medical records to be provided.

19. State whether your son ever threatened to cause damage to the property of the Plaintiff or any other party including yourselves. If the answer to this question is yes, state the date of the threat, to whom it was directed, what the threat was and whether it was carried out by your son.

RESPONSE: No.

NO.: LLI-CV15-6013124-S : SUPERIOR COURT

RICHARD BLITZ, TRUSTEE OF : JUDICIAL DISTRICT OF
THE RICHARD BLITZ DEFINED : LITCHFIELD
BENEFIT PENSION PLAN AND TRUST

VS. :
: AT LITCHFIELD

GLEN LOVEJOY AND :
KATHLEEN RIISKA-LOVEJOY : MARCH 9, 2016

DEFENDANT'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Practice Book Section 13-9, the Plaintiff hereby demands that the Defendants, Glen Lovejoy and Kathleen Riiska-Lovejoy, provide the Plaintiff an opportunity to inspect, copy, photograph or otherwise reproduce the designated documents identified below or, in lieu thereof, provide copies of same to the Plaintiff, within thirty days hereof, and to further certify that they have produced all of the requested documents for inspection and copying or have provided copies of all the requested documents.

The Defendants are reminded of their continuing obligation to disclose such documents pursuant to Practice Book Section 13-15.

Dated this 9th day of March 2016 at Simsbury, Connecticut.

PLAINTIFF, RICHARD BLITZ, TRUSTEE OF
THE RICHARD BLITZ DEFINED
BENEFIT PENSION PLAN AND TRUST
/s/ 307336

By

Thomas G. Benneche
His Attorney
BENNECHE LAW FIRM
885 HOPMEADOW STREET
SIMSBURY, CT 06070
PHONE NO. 860-658-4800
FAX: 860-658-4818
EMAIL: tom@benneche.com
JURIS NO. 307336

DEFINITIONS AND INSTRUCTIONS

The following definitions and instructions shall apply to these requests for production:

1. The terms "you", "your" and "Defendants" refer to the Defendants, Glen Lovejoy and Kathleen Riiska-Lovejoy, and any agent, employee, entity, person, or representative of any kind acting on their behalf.
2. The term "Plaintiff" refers to the Plaintiff and any agent, employee or entity acting on his behalf.
3. The term "document" shall mean any written, recorded or graphic matter however produced or reproduced, including but not limited to, correspondence, email communications, text messages, telegrams, memoranda, minutes of any meetings, meeting agendas, reports, notes, schedules, tabulations, projections, checks, statements, returns, receipts, work papers, financial calculations and representations, accounting and diary entries, invoices, inventory sheets, ledgers, journals, contracts, agreements, offers, notations of any sort of conversations, analysis, calendars, tape recordings, bulletins, printed matter, computer printouts, computer software, computer databases, electronic storage media, microfiche, microfilm, memory chips, teletypes, telophase, photographs and all other writings and regarding whether or not claimed to be privileged, in the Plaintiff's possession, custody or control. Without limitation of the term "control" as used in the preceding sentence, a document is deemed to be in the Plaintiff's control if the Plaintiff has the right to secure the document or a copy of the document from another person or public or private entity having actual physical possession of the document. "Document" includes the original and all drafts and copies which differ in any respect from the original.
4. The term "concerning" shall mean, without limitation, referring to, relating to, constituting, comprising, constraining, setting forth, summarizing, reflecting, stating, describing, recording, noting, embodying, mentioning, studying, analyzing, discussing, or evaluating, directly or indirectly.
5. The terms "each" or "all" shall be construed as "each and all."
6. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
7. "Number." The use of the singular form includes the plural and vice versa.
8. References to the masculine gender shall include references to the feminine gender.

9. These requests are continuing in nature and subject to the requirement, pursuant to Practice Book section 13-15, that any production be supplemented by the Defendants as soon as practicable after any new or additional document is discovered or obtained which is responsive to these requests, but not later than 30 days after such document is received or discovered, or 20 days prior to trial, whichever is earlier.

10. In making documents available, all documents which are physically attached to each other in files shall be made available in that form. Documents which are segregated or separated from other documents whether by inclusion in binders, files, sub-files, or by use of dividers, tabs or any other method, shall be made available in that form. Documents shall be made available in the order in which they were maintained.

11. For each document withheld on the basis of any claim of privilege, provide the following information:

- a. the type of document;
- b. the general subject matter of the document;
- c. the date of the document; and
- d. such other information as is sufficient to identify the document for a subpoena duces tecum, including, where appropriate, the author and any other participants in the preparation of the document and the addressees and any other recipients of the document.

12. The term "son" means Owen Saunders Lovejoy, date of birth August 20, 1996.

REQUESTS FOR PRODUCTION

1. A copy of your son's last driver's license.

RESPONSE: Not in defendants' possession.

2. All medical and psychological records of your son evidencing the information contained in your answers to the interrogatories propounded to you herewith.

RESPONSE: Objection – see objection previously filed. Without waiving this objection, to be provided.

3. All records of any arrests of your son by law enforcement, including warrants, summonses, statements and all records of probation and court proceedings concerning your son.

RESPONSE: The only arrest for our son was regarding the fire of March 8, 2014; the Arrest Warrant and Police Report are attached.

4. Copies of your automobile, homeowner's and umbrella insurance policies for years 2010-2014.

RESPONSE: **Objection – see objection previously filed. Without waiving this objection, the policies in effect for March 8, 2014, attached.**

5. Any and all documents that you read, consulted or referred to in responding to the interrogatories propounded herewith.

RESPONSE: **Not applicable.**

6. Any and all photographs and/or videos in your possession or reasonable control of the Plaintiff's real property known as 102 Simons Pond Road, Colchester, Connecticut.

RESPONSE: **The defendants have two photographs of the real property obtained from the Internet, attached. The defendants have 14 photographs of the property taken by Edward W. Gasser on March 10, 2016.**

OATH PAGE

I hereby certify that I have reviewed the above Interrogatories and responses thereto and that they are true and accurate to the best of my knowledge and belief.


Glen Lovejoy

Subscribed and sworn to before me

this 12 day of April, 2016.



Notary Public

My Commission Expires:



OATH PAGE

I hereby certify that I have reviewed the above Interrogatories and responses thereto and that they are true and accurate to the best of my knowledge and belief.

Kathleen Riiska-Lovejoy
Kathleen Riiska-Lovejoy

Subscribed and sworn to before me

this 22 day of April, 2016.

Karen L Kadziela

Notary Public

My Commission Expires:



Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	GARAGE-AVE			750 S.F.	\$12,000	1
FNDT	FOUNDATION			1 UNITS	\$5,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$154,100	\$197,500	\$351,600
2012	\$154,100	\$197,500	\$351,600
2011	\$154,100	\$197,500	\$351,600

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$107,900	\$138,300	\$246,200
2012	\$107,900	\$138,300	\$246,200
2011	\$107,900	\$138,300	\$246,200

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1 A That's the only thing I could base my
2 opinion on.

3 Q If I asked you on March 7, 2014 your opinion
4 as to the fair market value, would you have been able to
5 give me any opinion other than the town's valuation?

6 A No. I would say what the town has it for.

7 Q Okay. I'll take that package back, sir.
8 I'll find it for you more quickly.

9 In Exhibit 2, sir, there is a letter from
10 Attorney Herbst to you. Do you see that, sir? I've
11 turned the page to that.

12 A Yes.

13 Q He starts off by saying: Dear, Richard:
14 Please be advised that we have forwarded a copy of the
15 August 6, 2014 job estimate from Diamond Bank
16 Construction LLC to Dante Valentino at the court.

17 Do you see that, sir?

18 A Yes.

19 Q Would you have a copy of the job estimate?

20 A I think I sent it to the attorney and sent
21 it to the court.

22 Q My question is: Do you have a copy of it?

23 A I -- I don't know. I might. I don't know.

24 Q Did you retain, you personally, either
25 individually or on behalf -- as the trustee, Diamond

1 Bank Construction?

2 A I retained -- I hired somebody to -- there
3 -- the name sounds familiar. I don't recall the exact
4 name.

5 Q And what did you hire someone to do, sir,
6 regarding the property?

7 A Start the cleanup.

8 Q Okay. And did you ultimately incur any
9 expense that wasn't covered by insurance as a cleanup
10 expense?

11 A Yes.

12 Q And how much did you incur, sir, that wasn't
13 covered by insurance?

14 A Well, the cleanup isn't finished.

15 Q Okay. How much have you incurred so far
16 from the morning of March 8th until today?

17 A In the low 20's so far.

18 Q Did you have an agreement with whoever the
19 actual insurance company was that paid the \$164,000, to
20 pursue the claim for the insurance company to recover
21 their \$164,000?

22 A I didn't understand that question.

23 Q All right.

24 Some insurance companies -- the
25 documentation from the state --