



BANKERS INSURANCE COMPANY  
PO BOX 33060  
ST. PETERSBURG, FL 33733-8060  
800-627-0000

BBOP99.001 0109 0411  
5748213  
1/13/20

5000 00000 BBOP BPOP RENEWAL DECLARATIONS

**BUSINESSOWNERS POLICY  
PROPERTY DECLARATIONS**

Page 2 of 6  
Date of Issue  
1/13/20

Policy Number
17 0004923086 4 04

**SECTION I - PROPERTY**

Coverage Provided - Insurance at the described premises applies only for coverage for which a limit of insurance and/or premium is shown.

**DESCRIPTION OF BUSINESS**

PREM. NO.	BLDG. NO.	CLASS CODE	CLASS DESCRIPTION	DESCRIPTION OF BUSINESS
3	1	63631	Accounting Services - CPAs	CPA FIRM
4	1	63631	Accounting Services - CPAs	CPA FIRM

**DESCRIPTION OF LOCATION**

PREM. NO.	BLDG. NO.	ADDRESS	OCCUPANCY	VALUATION	AUTOMATIC INCREASE
3		611 N CAUSEWAY BLVD METAIRIE, LA 70001-5341			
3	1	611 N CAUSEWAY BLVD METAIRIE, LA 70001-5341	Tenant	RC	NA
4		5779 HIGHWAY 311 STE B HOUMA, LA 70360-5594			
4	1	5779 HIGHWAY 311 STE B HOUMA, LA 70360-5594	Tenant	RC	NA

**DEDUCTIBLES (APPLY PER LOCATION, PER OCCURRENCE)**

PREM. NO.	ALL OTHER PERILS DEDUCTIBLE	WINDSTORM OR HAIL DEDUCTIBLE
3	\$5,000	\$5,000
4	\$5,000	\$5,000

**PROPERTY COVERAGE-LIMITS OF INSURANCE**

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE
3	1	Business Income and Extra Expense	Actual Loss Sustained 12 Month
3	1	Business Personal Property	\$350,000
4	1	Business Income and Extra Expense	Actual Loss Sustained 12 Month
4	1	Business Personal Property	\$100,000





Bankers Insurance Company

17 0004923086 4 04  
5000 00000 BBOP BPOP

1/13/20

## BUSINESSOWNERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

In Section II – Liability, the word "insured" means any person or organization qualifying as such under Paragraph C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I – Property and Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability.

### SECTION I – PROPERTY

#### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

##### 1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;

(4) Your personal property in apartments, rooms or common areas furnished by you as landlord;

(5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:

- (a) Fire extinguishing equipment;
- (b) Outdoor furniture;
- (c) Floor coverings; and
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(6) If not covered by other insurance:

- (a) Additions under construction, alterations and repairs to the buildings or structures;
- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
- (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;





- (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and
- (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

## 2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. "Money" or "securities" except as provided in the:
  - (1) Money and Securities Optional Coverage; or
  - (2) Employee Dishonesty Optional Coverage;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns;
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:
  - (1) Outdoor Property Coverage Extension; or
  - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;
- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";
- i. "Electronic Data", except as provided under Additional Coverages – Electronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software.

## 3. Covered Causes Of Loss

Risks of direct physical loss unless the loss is:

- a. Excluded in Paragraph B. Exclusions in Section I; or
- b. Limited in Paragraph 4. Limitations in Section I.

## 4. Limitations

a. We will not pay for loss of or damage to:

- (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- (3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.
- (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- (5) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
  - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
  - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- (1) Results in discharge of any substance from an automatic fire protection system; or

- (2) Is directly caused by freezing.

**f. Business Income**

**(1) Business Income**

- (a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (i) The portion of the building which you rent, lease or occupy; and
- (ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.

- (c) Business Income means the:

- (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

- (ii) Continuing normal operating expenses incurred, including payroll.

**(d) Ordinary payroll expenses:**

- (i) Mean payroll expenses for all your employees except:

- i. Officers;
- ii. Executives;
- iii. Department Managers;
- iv. Employees under contract; and
- v. Additional Exemptions shown in the Declarations as:
  - Job Classifications; or
  - Employees.

- (ii) Include:

- i. Payroll;
- ii. Employee benefits, if directly related to payroll;
- iii. FICA payments you pay;
- iv. Union dues you pay; and
- v. Workers' compensation premiums.

**(2) Extended Business Income**

- (a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and

- (ii) Ends on the earlier of:



- i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
- ii. 30 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
  - (a) The partial slowdown or complete cessation of your business activities; or
  - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

**g. Extra Expense**

- (1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

**(2) Extra Expense means expense incurred:**

- (a) To avoid or minimize the suspension of business and to continue "operations":
  - (i) At the described premises; or
  - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (b) To minimize the suspension of business if you cannot continue "operations".
- (c) To:
  - (i) Repair or replace any property; or
  - (ii) Research, replace or restore the lost information on damaged "valuable papers and records" to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f, Business Income.

- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
  - (a) The partial slowdown or complete cessation of your business activities; or
  - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.



#### **h. Pollutant Clean Up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

#### **i. Civil Authority**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

(1) 3 consecutive weeks after the time of that action; or

(2) When your Business Income coverage ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

#### **j. Money Orders And "Counterfeit Money"**

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$1,000.

#### **k. Forgery Or Alteration**

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500, unless a higher Limit of Insurance is shown in the Declarations.

#### **l. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in Paragraphs (3) through (9) of this Additional Coverage.



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1/13/20

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

- A. The exclusion set forth in Paragraph **B.** applies to all coverage under **Section I - Property** in all forms and endorsements that comprise this Businessowners Policy, except as provided in Paragraph C. This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- C. However, the exclusion in Paragraph **B.** does not apply to the following:
1. Loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Businessowners Policy; or
  2. Coverage otherwise provided under Food Contamination Endorsement **BP 04 31** (if that endorsement is attached to this Businessowners Policy); or
  3. Coverage otherwise provided under the Food Contamination Additional Coverage in Restaurants Endorsement **BP 07 78** (if that endorsement is attached to this Businessowners Policy).
- D. With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- E. The following provisions in this Businessowners Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungi", Wet Rot, Dry Rot And Bacteria; and
  2. Additional Coverage - Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- F. The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Businessowners Policy.



Sushi, LLC  
Business Interruption Claim  
Claim Number: CI17-279

April 16, 2020



Sushi, LLC  
Business Interruption Claim  
Claim Number: CI17-279

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- Documents relied upon
- Curricula Vitae



April 22, 2020

Metairie, LA 70001

**RE: Business Interruption Insurance Claim  
Claim Number: CI17-279**

Dear Mr.

Enclosed is our preliminary calculation for the above referenced business interruption claim. This calculation is based on the Sushi, LLC business being interrupted due to property damage that occurred around September 20, 2018.

Based on our calculations and the information that you provided, the total business interruption claim is \$5,562.

Our calculations are included on the following pages.

With kindest regards, I remain,

Very truly yours,

John W. Theriot  
CPA, CFF, CRFAC,  
MACCT

Jonathan A. Stoltz  
CPA, MACCT

Jason R. Schellhaas  
CPA, ABV, MACCT

JWT/jrs



## **Sushi, LLC**

### Background

Sushi, LLC began operating as a restaurant in approximately January 2018. In late September 2018 a storm occurred which caused water damage that allegedly rendered the restaurant inoperable.

### Purpose

The purpose of this report is to compute the projected loss of business income and extra expenses as a result of the water damage suffered by Sushi, LLC. This report was prepared for use in the resolution of the insurance claim filed by Sushi number CI17-279

**Sushi, LLC**  
**Business Interruption Loss**

	<b><u>October 2018</u></b>	<b><u>November 2018</u></b>	<b><u>December 2018</u></b>
Expected Net Income	\$ (1,168)	\$ (1,168)	\$ (1,168)
Continuing Operating Expenses	<u>\$ 3,503</u>	<u>\$ 5,800</u>	<u>\$ 9,118</u>
Gross Loss	\$ 2,335	\$ 4,632	\$ 7,950
<b><u>Adjustments to Loss</u></b>			
Actual Fees Collected	-	-	-
Total Business Interruption Loss	\$ 2,335	\$ 4,632	\$ 7,950
Total Claim (Before Co-Insurance)	\$ 14,918		
<b>Co-insurance Calculation</b>			
Net Income plus expenses for 12 months	\$ 298,037		
Co-insurance Percentage	90%		
Limit of Insurance	\$ 100,000		
Amount of Loss	\$ 14,918		
<b>Step 1: Minimum Insurance Required</b>			
Net Income plus expenses for 12 months	\$ 298,037		
*	*		
Co-insurance percentage	90%		
Equals Minimum Insurance Required	<u>\$ 268,233</u>		
<b>Step 2: Co-insurance Percentage</b>			
Actual Insurance	\$ 100,000		
/	/		
Required Insurance	<u>\$ 268,233</u>		
Equals Co-Insurance Percentage	37%		
Loss After Co-Insurance	<u><b>\$ 5,562</b></u>		
(Loss times Co-Insurance Percentage)			



**Schedule I**  
**Sushi, LLC**  
**Historical Profit and Loss Statement**

	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>Nov 18</u>	<u>Dec 18</u>	<u>TOTAL</u>
Ordinary Income/Expense													
Income													
Income	\$ 41,461	\$ 37,647	\$ 87,017	\$ 32,170	\$ 61,789	\$ 35,333	\$ 48,791	\$ 41,411	\$ 9,506	\$ -	\$ -	\$ -	\$ 395,125
Total Income	<u>41,461</u>	<u>37,647</u>	<u>87,017</u>	<u>32,170</u>	<u>61,789</u>	<u>35,333</u>	<u>48,791</u>	<u>41,411</u>	<u>9,506</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>395,125</u>
Cost of Goods Sold													
Food Purchases	2,394	11,347	23,126	4,710	7,922	4,425	503	1,466	824	2,236	5,471	1,421	65,845
Restaurant Supplies	8,463	9,593	15,633	8,798	8,675	19,376	8,407	4,742	4,454	7,400	7,079	3,132	105,752
Total COGS	<u>10,857</u>	<u>20,940</u>	<u>38,760</u>	<u>13,508</u>	<u>16,597</u>	<u>23,801</u>	<u>8,910</u>	<u>6,209</u>	<u>5,278</u>	<u>9,636</u>	<u>12,550</u>	<u>4,552</u>	<u>171,597</u>
Gross Profit	<u>30,604</u>	<u>16,707</u>	<u>48,258</u>	<u>18,661</u>	<u>45,191</u>	<u>11,532</u>	<u>39,881</u>	<u>35,203</u>	<u>4,228</u>	<u>(9,636)</u>	<u>-12,550</u>	<u>-4,552</u>	<u>223,528</u>
Expense													
Automobile Expense	758	790	2,142	1,632	728	3,074	744	1,411	761	45	42	12	12,138
Bank Service Charges	848	538	395	140	425	223	1,634	4,950	753	1,015	596	778	12,296
CC Processing Fees	381	282	308	290	249	67	64	59	58	59	34	74	1,923
Computer and Internet Expense	2,729	448	3,178	448	3,178	448	-	-	-	-	-	-	10,429
Contract Labor	12,645	3,853	13,288	7,440	16,685	3,779	3,280	2,811	-	-	1,447	3,869	69,098
Delivery Service	-	-	-	400	400	400	400	400	-	-	-	-	2,000
Dues and Subscriptions	-	-	-	-	-	35	-	-	-	-	-	-	35
Insurance Expense	570	160	1,042	739	255	665	2,806	875	-	-	3,250	-	10,361
Meals and Entertainment	-	-	-	-	-	-	66	-	-	-	-	-	66
Office Supplies	38	-	-	-	642	-	1,433	-	-	-	38	-	2,151
POS Expense	1,394	-	2,217	1,990	2,533	-	-	-	-	-	-	-	8,134
Rent Expense	5,000	7,000	7,000	7,000	6,000	-	5,000	9,122	2,500	-	-	-	48,622
Repairs and Maintenance	-	-	950	935	270	4,381	8,100	4,015	-	-	-	-	18,651
Sales Tax	-	-	1,886	-	-	-	-	-	-	-	-	-	1,886
State Taxes	-	-	1,846	395	-	-	-	-	-	-	-	-	2,241
Storage Expense	-	-	-	-	-	526	263	-	-	-	-	-	789
Taxes - Property	-	-	-	-	5,547	-	-	-	-	-	-	2,183	7,730
Telephone Expense	-	-	-	-	-	-	-	700	-	-	-	-	700
Travel Expense	-	-	-	-	-	158	-	-	-	-	-	-	158
Utilities	1,607	1,067	1,295	1,999	2,207	1,898	2,248	3,959	306	870	1,631	2,775	21,863
Total Expense	<u>25,971</u>	<u>14,138</u>	<u>35,546</u>	<u>23,408</u>	<u>39,119</u>	<u>15,654</u>	<u>26,039</u>	<u>28,301</u>	<u>4,377</u>	<u>1,990</u>	<u>7,039</u>	<u>9,689</u>	<u>231,271</u>
Net Ordinary Income	<u>4,633</u>	<u>2,569</u>	<u>12,711</u>	<u>(4,746)</u>	<u>6,073</u>	<u>(4,122)</u>	<u>13,842</u>	<u>6,901</u>	<u>(149)</u>	<u>(11,625)</u>	<u>(19,588)</u>	<u>(14,241)</u>	<u>(7,743)</u>
Other Income/Expense													
Other Expense													
Ask My Accountant	-	-	-	-	-	-	12,110	8,257	57	57	555	155	21,191
Total Other Expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,110</u>	<u>8,257</u>	<u>57</u>	<u>57</u>	<u>555</u>	<u>155</u>	<u>21,191</u>
Net Other Income	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(12,110)</u>	<u>(8,257)</u>	<u>(57)</u>	<u>(57)</u>	<u>(555)</u>	<u>(155)</u>	<u>(21,191)</u>
Net Income	<u>4,633</u>	<u>2,569</u>	<u>12,711</u>	<u>(4,746)</u>	<u>6,073</u>	<u>(4,122)</u>	<u>1,732</u>	<u>(1,355)</u>	<u>(206)</u>	<u>(11,682)</u>	<u>(20,144)</u>	<u>(14,397)</u>	<u>(28,935)</u>
Net Income	<u>\$ 4,633</u>	<u>\$ 2,569</u>	<u>\$ 12,711</u>	<u>\$ (4,746)</u>	<u>\$ 6,073</u>	<u>\$ (4,122)</u>	<u>\$ 1,732</u>	<u>\$ (1,355)</u>	<u>\$ (206)</u>	<u>\$ (11,682)</u>	<u>\$ (20,144)</u>	<u>\$ (14,397)</u>	<u>\$ (28,935)</u>

**Schedule II**  
**Sushi, LLC**  
**Expected Net Income**

	<b><u>Jan 18</u></b>	<b><u>Feb 18</u></b>	<b><u>Mar 18</u></b>	<b><u>Apr 18</u></b>	<b><u>May 18</u></b>	<b><u>Jun 18</u></b>	<b><u>Jul 18</u></b>	<b><u>Aug 18</u></b>	<b><u>Sep 18</u></b>	<b><u>Average</u></b>
<b>Ordinary Income/Expense</b>										
Income										
Income	\$41,461	\$37,647	\$87,017	\$32,170	\$61,789	\$35,333	\$48,791	\$41,411	\$ 9,506	\$43,903
Total Income	<u>41,461</u>	<u>37,647</u>	<u>87,017</u>	<u>32,170</u>	<u>61,789</u>	<u>35,333</u>	<u>48,791</u>	<u>41,411</u>	<u>9,506</u>	<u>43,903</u>
Cost of Goods Sold										
Food Purchases	2,394	11,347	23,126	4,710	7,922	4,425	503	1,466	824	6,302
Restaurant Supplies	8,463	9,593	15,633	8,798	8,675	19,376	8,407	4,742	4,454	9,793
Total COGS	<u>10,857</u>	<u>20,940</u>	<u>38,760</u>	<u>13,508</u>	<u>16,597</u>	<u>23,801</u>	<u>8,910</u>	<u>6,209</u>	<u>5,278</u>	<u>16,095</u>
Gross Profit	<u>30,604</u>	<u>16,707</u>	<u>48,258</u>	<u>18,661</u>	<u>45,191</u>	<u>11,532</u>	<u>39,881</u>	<u>35,203</u>	<u>4,228</u>	<u>27,807</u>
Expense										
Automobile Expense	758	790	2,142	1,632	728	3,074	744	1,411	761	1,338
Bank Service Charges	848	538	395	140	425	223	1,634	4,950	753	1,101
CC Processing Fees	381	282	308	290	249	67	64	59	58	195
Computer and Internet Expenses	2,729	448	3,178	448	3,178	448	-	-	-	1,159
Contract Labor	12,645	3,853	13,288	7,440	16,685	3,779	3,280	2,811	-	7,087
Delivery Service	-	-	-	400	400	400	400	400	-	222
Dues and Subscriptions	-	-	-	-	-	35	-	-	-	4
Insurance Expense	570	160	1,042	739	255	665	2,806	875	-	790
Meals and Entertainment	-	-	-	-	-	-	66	-	-	7
Office Supplies	38	-	-	-	642	-	1,433	-	-	235
POS Expense	1,394	-	2,217	1,990	2,533	-	-	-	-	904
Rent Expense	5,000	7,000	7,000	7,000	6,000	-	5,000	9,122	2,500	5,402
Repairs and Maintenance	-	-	950	935	270	4,381	8,100	4,015	-	2,072
Sales Tax	-	-	1,886	-	-	-	-	-	-	210
State Taxes	-	-	1,846	395	-	-	-	-	-	249
Storage Expense	-	-	-	-	-	526	263	-	-	88
Taxes - Property	-	-	-	-	5,547	-	-	-	-	616
Telephone Expense	-	-	-	-	-	-	-	700	-	78
Travel Expense	-	-	-	-	-	158	-	-	-	18
Utilities	1,607	1,067	1,295	1,999	2,207	1,898	2,248	3,959	306	1,843
Total Expense	<u>25,971</u>	<u>14,138</u>	<u>35,546</u>	<u>23,408</u>	<u>39,119</u>	<u>15,654</u>	<u>26,039</u>	<u>28,301</u>	<u>4,377</u>	<u>23,617</u>
Net Ordinary Income	<u>4,633</u>	<u>2,569</u>	<u>12,711</u>	<u>(4,746)</u>	<u>6,073</u>	<u>(4,122)</u>	<u>13,842</u>	<u>6,901</u>	<u>(149)</u>	<u>4,190</u>
Other Income/Expense										
Other Expense										
Ask My Accountant	-	-	-	-	-	-	12,110	8,257	57	2,269
Total Other Expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,110</u>	<u>8,257</u>	<u>57</u>	<u>2,269</u>
Net Other Income	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(12,110)</u>	<u>(8,257)</u>	<u>(57)</u>	<u>(2,269)</u>
Net Income	<u><u>4,633</u></u>	<u><u>2,569</u></u>	<u><u>12,711</u></u>	<u><u>(4,746)</u></u>	<u><u>6,073</u></u>	<u><u>(4,122)</u></u>	<u><u>1,732</u></u>	<u><u>(1,355)</u></u>	<u><u>(206)</u></u>	<u><u>1,921</u></u>
Re-Allocation of Cost of Goods Sold	2,971	2,971	2,971	2,971	2,971	2,971	2,971	2,971	2,971	2,971
Re-Allocation of Insurance Expense	-	-	-	-	-	-	-	-	813	90
Re-Allocation of Property Taxes	644	644	644	644	(4,903)	644	644	644	644	28
Total Re-Allocated Expenses	<u>3,615</u>	<u>3,615</u>	<u>3,615</u>	<u>3,615</u>	<u>(1,932)</u>	<u>3,615</u>	<u>3,615</u>	<u>3,615</u>	<u>4,428</u>	<u>3,089</u>
Adjusted Net Income	\$ 1,018	\$ (1,046)	\$ 9,096	\$ (8,361)	\$ 8,005	\$ (7,737)	\$ (1,883)	\$ (4,970)	\$ (4,634)	\$ (1,168)



**Schedule III**  
**Sushi, LLC**  
**Continuing Operating Expenses**

	<b><u>Oct 18</u></b>	<b><u>Nov 18</u></b>	<b><u>Dec 18</u></b>	<b><u>TOTAL</u></b>
<b>Cost of Goods Sold</b>				
Food Purchases	2,236	5,471	1,421	9,127
Restaurant Supplies	7,400	7,079	3,132	17,611
<b>Total COGS</b>	<b><u>9,636</u></b>	<b><u>12,550</u></b>	<b><u>4,552</u></b>	<b><u>26,738</u></b>
<b>Expense</b>				
Ask my Accountant	57	555	155	768
Automobile Expense	45	42	12	99
Bank Service Charges	1,015	596	778	2,389
CC Processing Fees	59	34	74	166
Computer and Internet Expenses	-	-	-	-
Contract Labor	-	1,447	3,869	5,316
Delivery Service	-	-	-	-
Dues and Subscriptions	-	-	-	-
Insurance Expense	-	3,250	-	3,250
Meals and Entertainment	-	-	-	-
Office Supplies	-	38	-	38
POS Expense	-	-	-	-
Rent Expense	-	-	-	-
Repairs and Maintenance	-	-	-	-
Sales Tax	-	-	-	-
State Taxes	-	-	-	-
Storage Expense	-	-	-	-
Taxes - Property	-	-	2,183	2,183
Telephone Expense	-	-	-	-
Travel Expense	-	-	-	-
Utilities	870	1,631	2,775	5,276
<b>Total Expense</b>	<b><u>11,682</u></b>	<b><u>20,144</u></b>	<b><u>14,397</u></b>	<b><u>46,223</u></b>
Removal of Cost of Goods Sold	(9,636)	(12,550)	(4,552)	(26,738)
Re-Allocation of Insurance Expense	813	(2,438)	813	(813)
Re-Allocation of Property Taxes	644	644	(1,539)	(251)
<b>Total Re-Allocated Expenses</b>	<b><u>(8,179)</u></b>	<b><u>(14,343)</u></b>	<b><u>(5,278)</u></b>	<b><u>(27,801)</u></b>
<b>Continuing Operating Expenses</b>	<b>3,503</b>	<b>5,800</b>	<b>9,118</b>	<b>18,422</b>



## Business Interruption Experts

Malcolm M. Dienes, LLC (“MMD”) was established in 1951 and has serviced the Gulf Coast Region for over 65 years. John Theriot is the managing partner of MMD. John is a Certified Public Accountant, Certified Forensic Accountant, and has a Masters in Accounting from the A. B. Freeman School of Business at Tulane University. Jonathan Stoltz is a certified public accountant and has a Masters in Accounting from the University of New Orleans. Jason Schellhaas is a Certified Public Accountant, Accredited in Business Valuation, and has a Masters in Accounting from Louisiana State University.

MMD is affiliated with 142 firms with 342 offices worldwide. John Theriot has served as the Chairman of the BKR Forensic Accounting Committee, and has also served on the Louisiana State Society of CPA’s Insurance Litigation Task Force. Jason Schellhaas currently serves on the Louisiana Society of CPA’s Forensic, Litigation, and Valuation Services Committee.

John has been hired as an expert on over 1,000 cases involving Business Interruption, business valuation, loss of individual and business earnings, and other tax matters. Additionally, MMD has a team of forensic accountants that has continually assisted him with the preparation of these cases. We have attached our curricula vitae to this correspondence which lists cases that we have developed and testified in involving loss of business income and business damages.

If there is any way we can assist you in servicing your clients in the aftermath of this natural disaster, please do not hesitate to contact us.

With kindest regards, we remain

Very Truly Yours,

John W. Theriot  
CPA, CFF, CRFAC,  
MACCT

Jonathan A. Stoltz  
CPA, MACCT

Jason R. Schellhaas  
CPA, ABV, MACCT

## **Business Interruption Claim Checklist**

**To calculate your insurance claim for business interruption, please provide us with the following documentation:**

- ☐ Business Insurance Policy and Claim Number
- ☐ 2016, 2017, 2018 and 2019 Federal Tax Returns
- ☐ Audited, Reviewed, or Compiled Financial Statements for 2016, 2017, 2018, and 2019
- ☐ Monthly Profit and Loss Statements for January 31<sup>st</sup>, 2016 to date
- ☐ Supporting documentation for any extra or additional expenses that have been incurred due to this catastrophe including but not limited to copies of invoices and cancelled checks
- ☐ Any other documentation that will help to substantiate your claim
- ☐ Any correspondences that you have received from the insurance company and/or its representatives

**You should also set up an account, or several accounts, in your General Ledger to efficiently keep track of any extra expenses that have and are being incurred.**

**Other information that will help us to calculate your claim will also be very useful. Other information includes:**

- ☐ What is the extent of your damage, if any?
- ☐ When did you return to business?
  - At partial operating capacity?
  - At full operating capacity?

**Our calculation will be based solely on the information that we are able to obtain from you and the provisions that are stated in your insurance policy so accurate and up to date reports are very important. We will inform you of any other information necessary to complete and substantiate your claim.**

**If you have any questions please do not hesitate to call.**



## **Sample Extra Expense List for Loss Of Income Due to Business Interruption**

The following lists some examples of “Extra Expenses” that your business may incur due to the relocation or rebuilding of the infrastructure of your business in the event of a catastrophe.

- Bonuses paid to employees for clean up, set up of new facilities, etc.
- Travel and lodging paid by the business to relocate employees.
- Expenses incurred to temporarily repair your facilities.
- Expenses incurred to rent temporary equipment.
- Expenses incurred to move inventory to a temporary location.
- Increased security expenses for damaged property.
- Accounting fees incurred to assist in calculating your business interruption claim.
- Costs incurred to set up a temporary facility where you would conduct business.
- Cost of computers or other equipment purchased in order to resume operations.

The general premise is that an extra expense can be reimbursed by your insurance company if it helps to mitigate or reduce the losses that you expect to incur. Other expenses not listed here may be considered “Extra Expenses” if they are not part of your normal operations. These other expenses will have to be analyzed to determine the reason why the expenses were incurred and if it was a direct result of the catastrophe.