

LAW OFFICE OF RHONDA HILL WILSON, P.C.
BY: Rhonda Hill Wilson, Esquire
Attorney I.D. No.34813
Two Penn Center Plaza - Suite 820
1500 John F. Kennedy Boulevard
Philadelphia, PA 19102
(215) 972-0400



Attorney for Plaintiffs

Rhonda Hill Wilson, Esquire

and

The Law Office of Rhonda Hill Wilson, P.C.:
Suite 820
1500 John F. Kennedy Boulevard
Philadelphia, PA. 19102

Plaintiffs,

vs.

The Hartford
Hartford Fire Insurance Company
The Hartford Casualty Company
One Hartford Plaza
Hartford, Connecticut 06155

and

USI Insurance Services, LLC
555 Pleasantville Road
Briarcliff Manor, New York 10510

and

USI Affinity Colburn Insurance Service
One International Plaza Dr, Suite 400
Philadelphia, PA 19113

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

June Term, 2020

No:

CIVIL ACTION - COMPLAINT

DECLARATORY, INJUNCTIVE RELIEF AND BREACH OF CONTRACT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO
TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND
OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
1101Market Street, 11th Floor
Philadelphia, PA 19107-2911

AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias, de plazo al partir de la fecha de la demanda y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogodaro y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de este demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE.
SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE
DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME PRO
TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA
ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR

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Defendants.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

June Term, 2020

No:

**COMPLAINT IN CIVIL ACTION FOR DAMAGES,
DECLARATORY RELIEF AND INJUNCTIVE RELIEF**

Plaintiffs Rhonda Hill Wilson, Esquire and The Law Office of Rhonda Hill Wilson, P.C. file this Complaint against The Hartford Defendants and their agents, the USI Insurance Services LLC and the USI Affinity Colburn Insurance Service, and allege as follows:

1. Plaintiff Rhonda Hill Wilson is an attorney and is the sole owner of the Law Office of Rhonda Hill Wilson, P.C., which at all times relevant hereto was located and operating at Suite 820, Two Penn Center, 1500 John F. Kennedy Boulevard and doing the business of law in the City and County of Philadelphia, Commonwealth of Pennsylvania. The Law Office of Rhonda Hill Wilson, P.C. has been established and doing the business of law since 1994 and Rhonda Hill Wilson has been working at the law firm since that time.

2. The Hartford Defendants in this action are The Hartford, which is a corporation incorporated in the State of Delaware, with its principal place of business located at One Hartford Plaza, Hartford, Connecticut 06115 and the Hartford Casualty Insurance Company, also incorporated in the State of Delaware with its principal office located at 8910 Purdue Road, Indianapolis, Indiana 46268.

3. Defendant USI Insurance Services, LLC is a foreign corporation located at 555 Pleasantville Road, Briarcliff Manor, New York 10510 and is a corporation authorized to do business and/or transact the business and/or sale of insurance products in the Commonwealth of Pennsylvania and the City and County of Philadelphia as a licensed property insurance broker-agents and/or casualty insurance broker-agents of the Hartford Insurance Companies.

4. Defendant USI Affinity Colburn Insurance service is a insurance agency located at

One International Plaza Drive, Suite 400, Philadelphia, Pennsylvania 19113 and is a licensed property insurance broker-agents and casualty insurance broker-agents authorized to do business and/or transact the business and/or sale of insurance products in the Commonwealth of Pennsylvania and the City and County of Philadelphia as a licensed property insurance broker-agents and/or casualty insurance broker-agents of the Hartford Insurance Companies. Hereinafter, USI Affinity Colburn Insurance and USI Insurance Services, LLC are referred to as the USI Defendants.

5. Prior to 2019, Plaintiffs obtained and maintained Spectrum Business Owner's Policy No. 44 SBA TI8966 (the "Policy") from the Hartford Defendants through their agents, the USI Defendants from which included business interruption coverage to protect its business and owner/employees from business losses. Specifically, there was coverage under this policy for the period of June 16, 2019 to June 16, 2020. See Exhibit "A".

6. In breach of the insurance contract and obligations, the USI Defendants and Hartford Defendants took in Plaintiffs' annual premium payments, which Plaintiffs dutifully and regularly paid, and The Hartford Defendants denied Plaintiffs' business loss insurance claims arising from the interruption of Plaintiffs' business caused by the several governmental COVID Closure Orders.

7. The Hartford Defendants denied the Plaintiffs' claims notwithstanding the plain language of the Policy, which provides coverage for such losses.

8. The Policy provides coverage for, inter alia, loss of Business Income and Extra Expense Coverage and includes the following extensions that is coverage for loss due to actions of a Civil Authority, extended business income and coverage for fungi, bacteria and virus.

9. On March 11, 2020, the World Health Organization (WHO) declared the outbreak a global pandemic.

10. According to the WHO: "People can catch COVID- from others who have the virus. The disease can spread from person to person through small droplets from the nose or mouth which are spread when a person with COVID-19 coughs or exhales. These droplets land on objects and surfaces around the person. Other people can then catch COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. People can also catch COVID-19 if they breathe in droplets from a person with COVID-19 who coughs out or exhales droplets." Because the Coronavirus that causes COVID-19 is contained in and transmitted by droplets that land indiscriminately on the surfaces of property with potentially fatal consequences, it unquestionably causes physical damage and loss.

11. On March 17, 2020, the New England Journal of Medicine, one of the world's leading peer-reviewed medical journals, published a study that describes severe acute respiratory syndrome coronavirus 2 (SARS-Co V-2) (the "Coronavirus"), the official name for the virus that causes COVID-19, as a virus that is transmitted by respiratory droplets that can be suspended in air for several hours. Over time, these droplets containing Coronavirus fall onto and can physically remain on surfaces, such as metal, glass, plastic, and wood, for several days. Persons who touch these surfaces, even days later, may become infected.

12. COVID-19 is a deadly infectious disease caused by the recently discovered Coronavirus known as SARS-CoV-2. It first emerged in or about December 2019. Because this Coronavirus is highly transmissible, it has been and is rapidly spreading throughout the world, including in the Commonwealth of Pennsylvania, the States of New Jersey and New York

13. According to the U.S. Centers for Disease Control and Prevention ("CDC"): "COVID-19 seems to be spreading easily and sustainably in the community ('community spread') in many affected geographic areas" in the United States.

14. On or about March 19, 2020, the Law Office of Rhonda Hill Wilson, P.C. was forced to close the office because of a series of orders issued by the Mayor of the City and County of Philadelphia, the Governor of the Commonwealth of Pennsylvania, the Supreme Court of Pennsylvania and the President Judge of the Philadelphia Court of Common Pleas ("Closure Orders"). The Closure Orders prohibited the operation of business that were not life sustaining in the City and County of Philadelphia and in the Commonwealth of Pennsylvania and the Court of the Commonwealth of Pennsylvania due to the Corona virus Disease 2019 ("COVID-19") pandemic. In addition, the functions of the Pennsylvania Court were closed unless there was emergency business.

15. The Civil Authority provision of the Policy's Special Property Coverage Form reads, in pertinent part: Civil Authority (1) This insurance is extended to apply to the actual loss of Business Income you sustain when access to your "scheduled premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "scheduled premises."

16. There was a direct and actual loss to Plaintiffs as a result of the COVID or Corona Virus and there was a Covered Cause of Loss to property under the Policy, as the Coronavirus that was proliferating onto virtually every surface and object in, on, and around the building located at 1500 John F. Kennedy Boulevard, Philadelphia, Pennsylvania including Suite 820 and its surrounding environs was then causing, and is continuing to cause, direct physical damage and

loss in and to the immediate area of Plaintiffs premises which are the "scheduled premises."

17. While the Policy was in force, Plaintiffs sustained, and continue to sustain, losses due to the presence of COVID-19 at, in, on, and/or around Plaintiffs' premises described in the Policy.

18. While the Policy was in force, Plaintiffs sustained and continue to sustain, losses due to the presence of COVID-19 on surfaces, furniture, merchandise, and/or other items of physical property located at Plaintiffs' premises described in the Policy and the premises that house the Plaintiffs' office.

19. While the Policy was in force, Plaintiffs sustained, and continue to sustain, losses due to the spread of the COVID-19 in the community (the "Pandemic").

20. While the Policy was in force, Plaintiffs sustained, and continue to sustain, losses due to the civil authority orders issued as set forth by Mayor of the City and County of Philadelphia, the Governor of the Commonwealth of Pennsylvania and the Supreme Court of Pennsylvania.

21. COVID-19 can and does live on and/or remain contagious and active on floors, walls, furniture, desks, tables, chairs, countertops, computer keyboards, touch screens, cardboard packages, clothing, fixtures, mobile phones, iPads, tablets, laptop computers, elevators and other items of physical property for a period of time.

22. COVID-19 can be transmitted by way of human contact with surfaces and items of physical property on which COVID-19 particles are physically present.

23. COVID-19 can be and has been transmitted by human to human contact and interaction at premises.

24. The presence of any COVID-19 particles causes physical harm to property so as to impair its value, usefulness and/or normal function.

25. The presence of COVID-19 renders property physically unsafe and unusable, resulting in the physical loss of the property.

26. The presence of people infected with or carrying COVID-19 particles renders property in their immediate vicinity physically unsafe and unusable, resulting in the physical loss of the property.

27. The State of Colorado issued a Public Health Order indicating that "COVID-19 ... *physically contributes to property loss, contamination, and damage ..* .".

28. The City of New York issued an Emergency Executive Order in response to COVID-19 and the Pandemic, in part "because the virus physically is causing property loss and damage."

29. Broward County, Florida issued an Emergency Order acknowledging that COVID-19 "is physically causing property damage."

30. The State of Washington issued a stay at home Proclamation stating the "COVID-19 pandemic and its progression ... remains a public disaster affecting life, health, [and] property ..".

31. The State of Indiana issued an Executive Order recognizing that COVID-19 has the "propensity to physically impact surfaces and personal property." which is important since Defendant The Hartford Casualty Company is based in Indiana.

32. The City of New Orleans issued an order stating "there is reason to believe that COVID-19 may spread amongst the population by various means of exposure, including the

propensity to attach to surfaces for prolonged period of time, thereby spreading from surface to person and causing property loss and damage in certain circumstances."

33. The State of Illinois issued an Executive Order describing COVID-19's "propensity to physically impact surfaces and personal property."

34. The State of North Carolina issued a statewide Executive Order in response to the Pandemic not only "to assure adequate protection for lives," but also to "assure adequate protection of... property."

35. COVID-19 and the Pandemic have caused and continue to cause direct physical loss of and damage to property.

36. It is probable that COVID-19 particles have been present at Plaintiffs' building and premises described in the Policy during the Policy period.

37. It is probable that COVID-19 particles have been present on surfaces, furniture, and other items of physical property located at Plaintiffs' premises described in the Policy during the Policy period.

38. It is probable that people infected with COVID-19 have been present at Plaintiffs' premises described in the Policy during the Policy period.

39. It is probable that people carrying COVID-19 particles on or about their person have been present at Plaintiffs' premises described in the Policy during the Policy period.

40. It is probable that airborne COVID-19 particles have been present at Plaintiffs' premises described in the Policy during the Policy period.

41. Plaintiffs have suffered the direct physical loss of items of physical property located at their premises described in the Policy as the result of the presence of COVID-19

particles and/or the Pandemic and/or the civil authority orders referenced herein and due to the Closure Orders, Plaintiffs have suffered and continue to suffer substantial lost business income and other financial losses.

42. Plaintiff submitted a timely insurance claim(s) to Defendants on or about April 12, 2020.

43. By letter dated the next day, April 13, 2020, the Hartford Defendants advised Plaintiffs, they had had "completed [its] investigation" and denied Plaintiffs coverage under the Policy.

**RHONDA HILL WILSON, ESQUIRE and THE LAW OFFICE
OF RHONDA HILL WILSON, P.C. v. DEFENDANTS
DECLARATORY JUDGMENT ACT**

COUNT I

44. Plaintiffs incorporate by reference Paragraphs 1-43 as if set forth at length herein.

45. There is a dispute about whether Plaintiffs are entitled to coverage under the Policy for their losses sustained and to be sustained in the future. Accordingly, Plaintiffs are entitled to declaratory relief from this Court.

46 . Plaintiffs are entitled to and demand a declaration pursuant to 42 Pa. C.S.A. § 7531 et seq. that:

(1) Plaintiffs sustained a direct physical loss of and/or damage to property at its premises described in the Policy as a result of COVID-19 and/or the Pandemic;

(2) the presence of the COVID-19 virus is a covered cause of loss under the Policy;

(3) the Pandemic is a covered cause of loss under the Policy;

(4) the losses incurred by Plaintiff as the result of the orders issued by the Mayor of Philadelphia, Governor of Pennsylvania, the Pennsylvania Supreme Court and the President Judge of the Philadelphia Court of Common Pleas are covered losses under the Policy as Orders of Civil Authorities;

(5) Defendants have not and cannot prove the application of any exclusion or limitation to the coverage for Plaintiffs losses alleged herein;

(6) Plaintiffs are entitled to coverage for its past, present and future Business Income loss(es) and Extra Expense resulting from the COVID-19 virus and/or the Pandemic for the time period set forth in the Policy;

(7) Plaintiffs have coverage for any substantially similar civil authority order in the future that limits or restricts access to Plaintiffs' premises; and

(8) any other issue that may arise during the course of litigation that is a proper issue on which to grant declaratory relief.

WHEREFORE, Plaintiffs seek judgment against the Defendants, as set forth above, plus interest, costs, and attorney fees as allowed by law.

**RHONDA HILL WILSON, ESQUIRE and THE LAW OFFICE
OF RHONDA HILL WILSON, P.C. v. THE HARTFORD AND USI DEFENDANTS
BREACH OF CONTRACT**

COUNT II

47. Plaintiffs hereby incorporates by reference Plaintiffs' paragraphs 1 through 46 of the Plaintiffs' Complaint as if same were set forth at length herein.

48. At all times relevant hereto, there existed a valid contract by and between

Plaintiffs and the Defendants. See Exhibit "A" Insurance Contract.

49. At all times relevant, Plaintiffs have paid all premiums and performed all its obligations under the Policy.

50. Defendants have a contractual duty to provide Plaintiffs with insurance coverage under specified provisions of the Policy, as alleged by Plaintiffs herein. For monies paid, Plaintiffs were entitled to recover from Defendants losses incurred.

51. As noted above, the Civil Authority provision of the Policy makes clear that

"[t]his insurance is extended to apply to the actual loss of Business Income you sustain when access to your 'scheduled premises' is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your 'scheduled premises.'" Policy, Special Property Coverage Form § A.5.q.

52. Policy also expressly provides coverage to pay for lost business income, regardless of whether the loss was the result of a civil authority order. The Policy states, in pertinent part:

o. Business Income

(1) 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 physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.

(4) Business Income means the:

* * *

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or physical damage had occurred; and (b) Continuing normal operating expenses incurred, including payroll.

(5) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities . . .
Policy, Special Coverage Property Form § A.5.o.

53. As a result of the March 19, 2020 Orders and the Orders thereafter, Plaintiffs closed their business and filed a claim for business interruption with Hartford. Plaintiffs' claim was denied.

54. Plaintiffs' insurance Policy covers the extraordinary losses experienced by Plaintiffs and its employees during this crisis. The Policy specifically includes "Civil Authority" coverage for business interruptions caused by "order of a civil authority," "Lost Business Income & Extra Expense Coverage," "Extended Business Income" coverage, and "Business Income Extension for Essential Personnel" coverage, as well as "Limited Fungi, Bacteria, Or Virus Coverage."

55. On or about April 12, 2020, Plaintiffs filed a claim with Hartford requesting coverage under the Policy in connection with the lost Business Income due to the Closure Orders and the damage caused by the presence of the Coronavirus in and around the Insured Premises.

56. On April 13, 2020, Hartford issued written correspondence to Plaintiffs stating that it was denying the claim without any inspection or review of the Premises or without regard to the cause of harm to the Plaintiffs.

57. On information and belief, the Hartford Defendants and the USI Defendants accepted the Policy premiums paid by Plaintiffs with no intention of providing any coverage under the Civil Authority and other provisions providing coverage for losses from closure orders issued by civil authorities and from a virus.

58. Failure on the part of the Defendants to pay for the losses sustained by the

Plaintiffs constitutes a breach of contract.

59. Plaintiffs are further entitled to delay damages and interest due to the breach of contract by Defendants, whereby Plaintiffs were entitled to the recovery of benefits due to the COVID pandemic.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of \$50,000.00, plus costs, interest, attorney fees, delay damages and such other relief as this Honorable Court may deem appropriate.

**RHONDA HILL WILSON, ESQUIRE and THE LAW OFFICE
OF RHONDA HILL WILSON, P.C. v. THE HARTFORD DEFENDANTS**

COUNT III

STATUTORY BAD FAITH CLAIM PURSUANT TO 42 PA. C. S. § 8371

60. Plaintiffs hereby incorporates by reference Plaintiffs' paragraphs 1 through 59 of the Plaintiffs' Complaint as if same were set forth at length herein.

61. At all times relevant hereto, The Hartford Defendants had a duty of good faith and fair dealing towards its insureds, the Plaintiffs.

62. In evaluating the obligations pursuant to the policy in question, the Hartford Defendants have not acted in a fair, timely and diligent fashion and have not acted in good faith.

63. At all times material hereto, the Hartford Defendant breached its duty of good faith and fair dealing towards its insureds.

64. In light of the seriousness of the injuries to Plaintiffs, Defendants have without a reasonable basis and without justification, refused to pay to Plaintiffs on coverage for which the Plaintiffs paid and to which they are entitled.

65. The Hartford Defendants have acted with ill will and refusing to offer any or all coverage.

66. The Hartford Defendants acted with improper motivation, including financial gain, and refusing to offer any or all coverage.

67. According to data from ratings firm A.M. Best Co., the insurance industry as a whole has \$18.4 billion in net reserves for future payouts. But industry trade groups like the American Property Casualty Insurance Association (APCIA) say they do not have the funds to pay out the claims from a pandemic. For the insurance industry, the goal is to generate revenues by charging high premiums for insurance while avoiding paying anything on legitimate claims by small businesses.

68. The actions of the Hartford Defendants the denial of Plaintiffs' claims was willful and/or malicious and made with reckless indifference to the plight of its insureds.

69. In evaluating its obligations and duties under the policy, Defendants have failed to accord the interests of Plaintiffs with the same faithful consideration given its own interests.

70. Defendants lacked a reasonable basis to deny coverage to Plaintiffs and knew or recklessly disregarded its lack of a reasonable basis.

71. Defendants did not investigate the claim or has investigated the claim in bad faith.

72. Accordingly, Plaintiffs are entitled to compensatory and punitive damages under Pennsylvania statutory law, 42 Pa. C. § 8371, under common law and existing case law.

73. On information and belief, the Hartford Defendants rejected Plaintiffs claims in bad faith as part of a policy to limit its losses during this pandemic, notwithstanding that the Policy provides coverage for losses from closure orders issued by civil authorities and from a

virus.

74. Plaintiffs are entitled to an award of punitive damages against Defendants.

75. Plaintiffs are entitled to an award of attorneys fees and costs against Defendants.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of \$50,000.00, plus costs, interest, attorney fees, delay damages and such other relief as this Honorable Court may deem appropriate.

**RHONDA HILL WILSON, ESQUIRE and THE LAW OFFICE
OF RHONDA HILL WILSON, P.C. v. THE HARTFORD AND USI DEFENDANTS
COUNT IV**

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

76. Plaintiffs hereby incorporates by reference Plaintiffs' paragraphs 1 through 75 of the Plaintiffs' Complaint as if same were set forth at length herein.

77. When Hartford issued and USI Defendants sold the Spectrum Business Owners Policy, they undertook and were bound to the covenants implied by law that they would deal fairly and in good faith with Plaintiffs, and not to engage in any acts, conduct, or omissions that would impair or diminish the rights and benefits due Plaintiffs, according to the terms of the Policy.

78. Upon information and belief, the Defendants breached the implied covenant of good faith and fair dealing arising out of Policy by, unreasonably and in bad faith, denying Plaintiffs insurance coverage to which they are entitled under the Policy.

79. In committing the above-referenced breach, the Defendants intended to and did vex, damage, annoy, and injure Plaintiffs. Said conduct was intentional, willful, and with conscious disregard of Plaintiffs' rights, and was malicious, oppressive and/or fraudulent.

80. As a direct and proximate result of the above-referenced breach, Plaintiffs have had to retain attorneys to enforce its right to the insurance coverage to which it is entitled under the Policy and has thereby been injured and damaged.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of \$50,000.00, plus costs, interest, attorney fees, delay damages and such other relief as this Honorable Court may deem appropriate.

**RHONDA HILL WILSON, ESQUIRE and THE LAW OFFICE
OF RHONDA HILL WILSON, P.C. v. THE HARTFORD AND USI DEFENDANTS**

COUNT V

FRAUDULENT MISREPRESENTATION

81. Plaintiffs hereby incorporates by reference Plaintiffs' paragraphs 1 through 80 of the Plaintiffs' Complaint as if same were set forth at length herein.

82. Defendants committed actionable fraud against Plaintiffs by way of affirmative misrepresentations and the concealment of material facts. For example, Defendants affirmatively misrepresented that there was full coverage for business interruption whenever there was a business interruption cause by physical damage.

83. Defendants represented in their advertisements that they provided business income insurance that acts as business interruption coverage or income protection coverage if you cannot open your business for a time.

84. At all relevant times, Defendants knew and concealed from the Plaintiffs that there was a policy that Defendants would not pay any claims during a pandemic or for governmental orders, notwithstanding the express provision for such coverage in the Policy.

85. Defendants made or approved materially false and misleading statements to

Plaintiffs when it sold Plaintiffs the Policy.

86. Defendants made the foregoing false statements and misrepresentations that omitted and concealed material facts despite being aware of their falsity.

87. Plaintiffs reasonably and actually relied on Defendants' misrepresentations and concealments.

88. As a direct and proximate result of such unlawful conduct, Plaintiffs have suffered, and will continue to suffer, damages in an amount to be proven at trial.

89. Defendants' actions were undertaken intentionally and in conscious disregard of Plaintiffs' rights, and were malicious, fraudulent, and oppressive.

90. Plaintiffs are entitled to damages, and they should be awarded exemplary and punitive damages in an appropriate amount to punish Defendants and to deter similar fraudulent conduct in the future.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of \$50,000.00, plus costs, interest, attorney fees, delay damages and such other relief as this Honorable Court may deem appropriate.

**RHONDA HILL WILSON, ESQUIRE and THE LAW OFFICE
OF RHONDA HILL WILSON, P.C. v. THE HARTFORD DEFENDANTS
AND USI DEFENDANTS**

COUNT VI

UNJUST ENRICHMENT

91. Plaintiffs hereby incorporates by reference Plaintiffs' paragraphs 1 through 90 of the Plaintiffs' Complaint as if same were set forth at length herein.

92. By their deceptive, misleading, bad faith and unlawful conduct alleged herein,

Defendants unjustly received a benefit at the expense of Plaintiffs.

93. It is unjust to allow Defendants to retain the profits from its deceptive, misleading, bad faith and unlawful conduct alleged herein without providing compensation to Plaintiffs.

94. Defendants acted with conscious disregard for the rights of Plaintiffs.

95. Plaintiffs are entitled to restitution of, disgorgement of, and/or the imposition of a constructive trust upon, all profits, benefits, and other compensation obtained by Defendants from its deceptive, misleading, bad faith and unlawful conduct.

96. As a result of Defendants' conduct, as set forth above, Plaintiffs may lose the financial benefit of the amounts that Plaintiffs paid for those portions of the business Policy that were illegal, unfair, or deceptive.

97. By their wrongful acts and omissions, Defendants, and each of them, were unjustly enriched at the expense of and to the detriment of Plaintiffs.

98. Defendants were unjustly enriched through the offering of insurance coverages within the Policy that purport and appear at first glance to provide certain coverages, such as the Limited Virus Coverage, but when read according to their plain meaning, lead to absurd requirements that are impossible to satisfy, such as only covering losses caused by virus that were created by windstorms, hail, aircraft, falling objects, and other phenomena and events that are incapable of creating a virus.

99. In the event such plain meaning of the Policy is applied (it should not be), it would be against equity to permit Defendants to retain the payments that they received from Plaintiffs for any such aspect of the Policy.

100. It is an illegal, deceptive, unfair, and/or fraudulent business practice to induce

Plaintiffs or any other businesses to purchase insurance coverage that will never cover a loss.

101. As a direct and proximate result of Defendants' conduct, Plaintiffs have been damaged and are entitled to restitution in an amount to be determined.

102. Plaintiffs seek restitution from Defendants and seek an order from this Court disgorging all monies paid to Defendants as a result of the illegal, deceptive, unfair, and/or fraudulent business practices.

103. Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of \$50,000.00, plus costs, interest, attorney fees, delay damages and such other relief as this Honorable Court may deem appropriate.

**RHONDA HILL WILSON, ESQUIRE and THE LAW OFFICE
OF RHONDA HILL WILSON, P.C. v. THE DEFENDANTS**

COUNT VII

INJUNCTIVE RELIEF

104. Plaintiffs hereby incorporates by reference Plaintiffs' paragraphs 1 through 103 of the Plaintiffs' Complaint as if same were set forth at length herein. .

105. Upon information and belief, Plaintiffs allege that, unless enjoined by order of the Court, Defendants will continue to operate their companies for their sole benefit and to the detriment of Plaintiffs. No adequate remedy exists at law for the injuries alleged herein, and Plaintiffs will suffer great and irreparable injury if Defendants' conduct is not immediately enjoined and restrained.

106. Defendants wrongfully denied Plaintiffs' insurance claim based on erroneous interpretations of the Policy, in order avoid their financial obligations to Plaintiffs thereunder.

107. Given the likely extended time period of the regional presence of the Coronavirus and COVID-19 cases, such as the Court of Common Pleas of Philadelphia County likely closure to the public until September 2020 and the likely continued effect of the Closure Orders, Plaintiffs will almost certainly have similar insurance claims in the future, and Defendants will almost certainly apply the same or similar erroneous interpretations of the Policy to wrongfully deny coverage.

108. If Defendants' conduct in this manner is not restrained and enjoined, Plaintiffs will suffer great and irreparable harm, as it has already paid for the Policy in full, and Defendants seem committed to continuing their unfair and unlawful business practices of erroneously denying Plaintiffs' claims.

109. Defendants will continue to act in their own self-interest and to commit the acts that have damaged Plaintiffs, and that continue to do so.

110. Plaintiffs have no adequate remedy at law for the threatened injury.

WHEREFORE, Plaintiffs demand judgment in their favor in an amount in excess of \$50,000, plus injunctive relief interest, costs, attorneys' fees, delay damages, punitive damages and such other relief as this Honorable Court may deem appropriate.

Dated: **June 15,** 2020



Rhonda Hill Wilson, Esquire
Attorney ID #: 34813

VERIFICATION

I, Rhonda Hill Wilson, Esquire, hereby verify that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: June 15, 2020


Rhonda Hill Wilson, Esquire