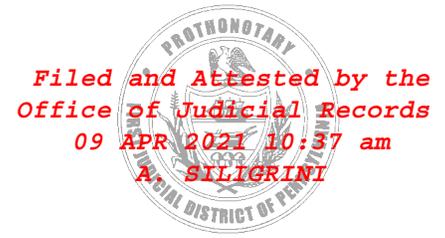


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**BRANDYWINE REALTY TRUST**  
555 East Lancaster Avenue, Suite 100  
Radnor, PA 19087

Plaintiff,

v.

**ZURICH AMERICAN INSURANCE  
COMPANY**  
1299 Zurich Way  
Schaumburg, IL 60196

**AMERICAN GUARANTY AND  
LIABILITY INSURANCE COMPANY**  
1299 Zurich Way  
Schaumburg, IL 60196

Defendants.

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY  
COMMERCE DIVISION

Docket No.

**COMPLAINT**

Plaintiff Brandywine Realty Trust (“**Brandywine**”), by way of Complaint against Defendants Zurich American Insurance Company (“**Zurich**”) and American Guaranty and Liability Insurance Company (“**American**”) (collectively, “**Insurers**”), alleges as follows:

1. This is an insurance coverage dispute.
2. Brandywine seeks coverage under its Zurich Edge Policies No. ERP0384399-01 and ERP0384399-02 (collectively, the “**Policy**”) for costs incurred during the COVID-19 Pandemic (the “**Pandemic**”) related to the decontamination, restoration, remediation, repair,

rebuilding, renovation, cleaning and/or otherwise conditioning for use of 12 different properties, including three properties in Philadelphia, Pennsylvania.

3. As the Court is likely aware, hundreds, if not thousands, of cases have been filed around the country in which policyholders seek insurance coverage for business losses sustained amid the Covid-19 pandemic (the “**Pandemic**”).

4. This case, however, is not one of them.

5. Rather, this case presents the narrower issue whether the Policy provides coverage for costs related to the decontamination, restoration, remediation, repair, rebuilding, renovation, cleaning and/or otherwise conditioning for use properties at which COVID-19 contamination has been confirmed.

6. For these losses, the Policy provides coverage.

#### **PARTIES AND JURISDICTION**

7. Brandywine is a Maryland real estate investment trust with a principal office at 555 East Lancaster Avenue, Suite 100, Radnor, Pennsylvania 19087.

8. Brandywine’s shareholders are located nationally, including in New York.

9. Zurich is an insurance company incorporated in New York with a principal office identified above.

10. American is an insurance company incorporated in New York with a principal office identified above.

11. There is not diversity jurisdiction in this case. *Americold Realty Trust v. Conagra Foods, Inc.*, 577 U.S. 378, 382 (2016).

12. This Court has jurisdiction over this matter per 42 Pa. C.S. § 931(a).

13. This Court has personal jurisdiction over the Insurers, including under 42 Pa. C.S. § 5322(a)(6), because they contracted to insure Brandywine’s properties in Pennsylvania.

14. Venue is proper in this Court under Pa. R. Civ. Pro. 2179 because, inter alia, three insured properties experienced COVID-19 contamination in this County, and Brandywine seeks to recover losses associated with those Philadelphia properties.

### **FACTUAL ALLEGATIONS**

#### ***The Zurich Policy***

15. Zurich issued the Policy for policy period June 30, 2019 through June 30, 2020. The Hallmark Policy is attached as Exhibit “A.”

16. The Policy limit is \$1 billion.

17. Brandywine paid a Policy premium in the amount of \$1,686,676.45.

18. The Policy insures each of the properties (the “**Locations**”) listed in the Schedule of Locations attached to it. Ex. A, Policy at § 2.01.

19. The Policy contains the following applicable coverages with the identified per-occurrence sub-limits: (1) Decontamination Costs/\$10,000,000.00; (2) Land and Water Contaminant Cleanup, Removal and Disposal/\$2,500,000.00; (3) Interruption by Communicable Disease/\$5,000,000.00; (4) Protection and Preservation of Property/\$2,500,000.00; (5) Indoor Air Quality Testing/\$250,000.00; and Extra Expense/\$100,000,000.00.

20. **Decontamination Coverage**– the Policy states in relevant part at Section 5.02.07: “If Covered Property is Contaminated from direct physical loss of or damage caused by a Covered Cause of Loss to Covered Property and there is in force at the time of the loss any law or ordinance regulating Contamination due to the actual not suspected presence of Contaminant(s), then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of

decontamination and/or removal of such Contaminated Covered Property in a manner to satisfy such law or ordinance.”

21. The Policy defines “**Contamination**” as follows: “Any condition of property due to the actual presence of any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease causing or illness causing agent, Fungus, mold or mildew.” Ex. A, Policy at § 7.09.

22. The Policy defines “**Contaminant(s)**” as follows: “Any solid, liquid, gaseous, thermal or other irritant, pollutant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste (including materials to be recycled, reconditioned or reclaimed), asbestos, ammonia, other hazardous substances, Fungus or Spores.” Ex. A, Policy at § 7.10.

23. **Land and Water Contamination Cleanup, Removal and Disposal** – the Policy states in relevant part at Section 5.02.17: “This Policy covers the reasonable and necessary cost for the cleanup, removal and disposal of the actual not suspected presence of Contaminant(s) from uninsured property consisting of land, water or any other substance in or on land at the Insured Location if the release, discharge or dispersal of such Contaminant(s) is a result of or damage caused by a Covered Cause of Loss to Covered Property.”

24. **Protection and Preservation of Property** – the Policy states in relevant part at Section 5.02.24 et seq.: “This Policy covers...[t]he reasonable and necessary costs incurred for actions to temporarily protect or preserve Covered Property; provided such actions are necessary due to the actual or imminent physical loss or damage due to a Covered Cause of Loss to such Covered Property...”.

25. **Interruption by Communicable Disease** – the Policy states at Endorsement 12: “This Policy also covers the reasonable and necessary cost incurred for the cleanup, removal and disposal of the actual not suspected presence of substance(s) causing the spread of such communicable disease and to restore the locations in a manner so as to satisfy such authorized government agency.”

26. **Indoor Air Quality Testing** – the Policy states at Endorsement 15: “If air quality within Covered Property changes due to direct physical loss of or damage to caused by a Covered Cause of Loss to Covered Property, then this Policy covers, the cost incurred of Indoor Air Quality Testing but no more than the limit provided for this coverage.”

27. **Extra Expense** – the Policy states at Section 4.02.03: “The Company will pay for the reasonable and necessary Extra Expenses incurred by the Insured, during the Period of Liability, to resume and continue as nearly as practicable the Insured’s normal business activities that otherwise would be necessarily suspended, due to direct physical loss of or damage caused by a Covered Cause of Loss to Property of the type insurable under this policy at a Location.”

28. The Policy defines “Extra Expense” as follows: “that amount spent to continue the Insured’s business activities over and above the expenses the Insured would have normally incurred had there been no direct physical loss of or damage caused by a Covered Cause of Loss to Property of the type insurable under this policy at a Location.” Ex. A, Policy at § 4.02.03.

### ***The COVID-19 Virus***

29. In January 2020, the United States experienced its first reported case of COVID-19 (SARS-CoV-2).

30. SARS-CoV-2 causes COVID-19, a disease that attacks the respiratory system and causes other harm to humans. SARS-CoV-2 and COVID-19 are collectively referred to herein as COVID-19.

31. COVID-19 is deadly and highly contagious.

32. COVID-19 causes physical loss of and damage to property, and causes a physical, tangible alteration to property when its presence has been confirmed.

33. COVID-19 can spread in several ways, including from person to person, through respiratory droplets, through airborne transmission, or by contact with objects or surfaces that have been damaged by, or whose value, usefulness, or normal function has been impaired or altered by, COVID-19. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html> (last viewed April 9, 2021).

34. Airborne transmission involves exposure to COVID-19 “in small droplets and particles that can linger in the air for minutes to hours” and can result in infecting individuals “who are further than 6 feet away from the person who is infected or after that person has left the space.” *Id.*

35. According to a Center for Disease Control (“**CDC**”) study published in July 2020, “droplet transmission was prompted by air-conditioned ventilation” that caused an outbreak among people who dined in the same air-conditioned restaurant. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html> (last viewed April 9, 2021).

36. The World Health Organization (“**WHO**”) has confirmed that COVID-19 can remain viable on objects or surfaces. <https://www.who.int/news-room/commentaries/detail/transmission-of-sars-cov-2-implications-for-infection-prevention->

[precautions](#) (last visited April 10, 2021); [www.cdc.gov/coronavirus/2019-ncov/more/scientific-brief-sars-cov-2.html](http://www.cdc.gov/coronavirus/2019-ncov/more/scientific-brief-sars-cov-2.html) (last visited April 9, 2021).

37. Based on (a) a study from National Institutes of Health, CDC, University of California at Los Angeles, and Princeton University scientists in the New England Journal of Medicine, (b) a study by the Commonwealth Scientific and Industrial Research Organisation (CSIRO), (c) a study in the Journal of Hospital Infection, and (d) a CDC report on Public Health Responses to COVID-19 Outbreaks, COVID-19 can remain viable on objects, surfaces, or materials for up to 28 days. <https://www.nih.gov/news-events/news-releases/new-coronavirus-stable-hours-surfaces> (last viewed April 9, 2021); <https://virologyj.biomedcentral.com/articles/10.1186/s12985-020-01418-7> (last viewed April 10, 2021); <https://www.journalofhospitalinfection.com/action/showPdf?pii=S0195-6701%2820%2930046-3> (last viewed April 9, 2021); <https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.html> (last viewed April 9, 2021).

38. During and after illness, COVID-19 particles are shed in large numbers in bodily secretions, including saliva, oral and nasal fluid, respiratory droplets, blood, feces, and urine particles.

39. COVID-19 can be introduced to surfaces by direct physical contact with such particles, contact with soiled hands, shoes, or clothing, contact with aerosolized COVID-19 (large droplet spread) released while breathing, talking, sneezing, or coughing, or contact with airborne COVID-19 that settles after disturbance of a surface damaged by COVID-19 (e.g., shaking a tablecloth at a restaurant).

40. Once an object or surface is detrimentally affected, impaired, altered, or damaged by COVID-19 transfer of COVID-19 may readily occur between inanimate and animate objects, or vice versa, and between two separate surfaces.

41. Individuals can become infected with COVID-19 by contacting surfaces or objects detrimentally affected, impaired, altered, or damaged by COVID-19 or through airborne transmission after the infected person was present. (<https://www.cdc.gov/coronavirus/2019-ncov/more/scientific-brief-sars-cov-2.html>) (last viewed April 9, 2021).

42. COVID-19 - both its presence and the prospect of its presence - is a risk of direct physical loss of or damage to property.

43. The actual presence of COVID-19 physically harms property, causes a physical, tangible alteration, and seriously and detrimentally affects, impairs, damages, or alters its value, usefulness, or normal function, rendering the property nonfunctional for its normal use and/or uninhabitable.

44. The actual presence of COVID-19 physically alters property and its existence on objects or surfaces render them unsafe or unusable for their normal use.

45. The presence of COVID-19, a noxious substance, in the air at a property renders the property unusable, uninhabitable, or unfit for its normal occupancy or use.

### ***The Pandemic***

46. On January 30, 2020, the WHO declared the COVID-19 outbreak a Public Health Emergency of International Concern.

47. The first known deaths in the United States occurred in February 2020, and there were reported instances of the virus in all 50 states by March 2020.

48. On March 11, 2020, the WHO declared COVID-19 to be a pandemic.

49. A pandemic is an outbreak of a disease that affects a wide geographic area and infects an exceptionally high proportion of the population.

50. On March 13, 2020, the President of the United States declared a nationwide emergency in response to COVID-19.

51. Drastic measures have been taken to protect both human life and property during the Pandemic.

52. Every state within the United States has declared a state of emergency, and many states have ordered non-essential businesses to suspend operations during the Pandemic.

53. On or around April 1, 2020, Pennsylvania mandated the closure of all non-life-sustaining businesses. The City of Philadelphia had already had a similar order in place since March 16, 2020.

54. The following states in which insured properties are located have enacted similar executive orders (together, with the Pennsylvania order, the “**Civil Closure Orders**”) that have required the suspension, in whole or in part, of operations at Insured Locations and/or requirements for the continued use and/or operation of Insured Locations that were permitted to remain in use:

- a. New Jersey (March 21, 2020);
- b. New York (March 22, 2020);
- c. Virginia (March 23, 2020);
- d. DC (March 24, 2020);
- e. Maryland (March 30, 2020); and
- f. Texas (April 2, 2020).

55. As a result of the Pandemic and/or the Civil Closure Orders, Brandywine sustained losses associated with decontamination, restoration, remediation, repair, rebuilding, renovation,

cleaning and/or otherwise conditioning for use properties at which COVID-19 contamination was confirmed.

56. The COVID-19 virus directly physically harmed, altered and/or damaged the Insured Locations by causing a physical, tangible, alteration that can seriously and detrimentally affect, impair, damage, or alter a property's value, usefulness, or normal function, rendering a property non-functional for its normal occupancy or use absent measures to decontaminate, remediate, clean, repair, restore, sanitize and/or otherwise condition for use during the Pandemic.

### ***Brandywine's Claim***

57. On or about March 16, 2020, Brandywine timely notified Zurich that it had sustained, and was continuing to sustain, losses associated with decontamination, restoration, remediation, repair, rebuilding, renovation, cleaning and/or otherwise conditioning for use properties at which COVID-19 contamination had been confirmed (the "**Claim**").

58. Brandywine identified confirmed COVID-19 contamination at the following Insured Locations: (1) 701 East Gate Drive, Mr. Laurel, NJ; (2) 7300 Beaufont Springs Drive, North Chesterfield, VA; (3) 2929 Arch Street, Philadelphia, PA; (4) 555 East Lancaster Avenue, Radnor, PA; (5) 2005 Market Street, Philadelphia, PA; (6) 1676 International Drive, McLean, VA; (7) 1601 S. Mopac, Austin, TX; (8) 2275 Research Boulevard, Rockville, MD; (9) 2340 Dulles Corner Boulevard, Herndon, VA; (10) 130 N. 18<sup>th</sup> Street, Philadelphia, PA; (11) 8521 Leesburg Pike, Vienna, VA; and (12) 700 East Gate Drive, Mt. Laurel, NJ.

59. On or about April 28, 2020, American sent Brandywine a letter reserving its rights with respect to the Claim (the "**ROR Letter**"). The ROR Letter is attached as Exhibit "B."

60. The ROR Letter asserts that the Claim may not be covered because “it does not appear that the presence of the COVID-19 virus constitutes direct physical loss or damage to property.” Ex. B, ROR Letter at p. 2.

61. American additionally asserts that the Policy excludes coverage for “Contamination,” and that the “presence of the COVID-19 virus falls within the definition of Contamination.” Ex. B, ROR Letter at p. 2.

62. The ROR Letter also states that the Policy’s Communicable Disease provision may not cover the Claim because Brandywine did not experience a suspension or cessation of operations due to an ordinance or law declaring any of the Insured Locations uninhabitable. Ex. B, ROR Letter at p. 5.

63. In the ROR Letter, American refrains from taking a definitive coverage position, and it requests additional information to further investigate the Claim. Ex. B, ROR Letter at p. 5. The requested information/documents includes: “Any other locations for which you have incurred cleanup costs; Any other locations for which you assert a loss due to a civil authority order to close; For each location for which you assert a loss, explain how each has been affected; For each location closed due to a civil authority order, explain what operations have been conducted at each location since the location closed, if any; For each location that closed, identify when the location closed; Identify the costs you have incurred due to any COVID-19 clean-up, per location, including any information and documents supporting clean-up costs; Please provide all information regarding the basis for your knowledge that COVID-19 was present at each location for which you incurred clean-up costs; All information regarding any testing results and the area(s) of the positive tests for COVID-19 at any location in which you incurred clean-up costs; [and] A description of

any physical damage being claimed due to COVID-19, beyond cleaning and disinfecting.” Ex. B, ROR Letter at pp. 5 - 6.

64. Brandywine provided all requested information to the Insurers.

65. On or about October 28, 2020, American responded to the supplemental information provided by Brandywine (the “**October 28 Letter**”). The October 28 Letter is attached as Exhibit “C.”

66. In the October 28 Letter, American asserts that it had “reviewed [Brandywine’s] response to [its] request for information and [it was] unable to make a coverage determination based on this information.” Ex. C, October 28 Letter at p. 1.

67. American again contends in the October 28 Letter that “the presence of COVID-19 virus does not constitute ‘direct physical loss or damage’ to property.” Ex. C, October 28 Letter at p. 1. “This circumstance,” American contends, “effectively eliminates many coverages provided under the policy which require direct physical loss or damage to property to trigger coverage.” *Id.*

68. With respect to the Policy’s Communicable Disease coverage provision, American contends that although no direct physical damage or loss is required, Brandywine needs to demonstrate “a suspension of Brandywine’s operations caused by an order of an authorized governmental agency to enforce a law or ordinance regulating communicable disease and that the order results in a declaration that all or a portion of the location is declared uninhabitable as a result of the threat of the spread of communicable disease, such that access to the location or portions of the location is prohibited.” Ex. C, October 28 Letter at p. 1.

69. American again requests additional information to further investigate the claim, including: “Were any of Brandywine’s locations specifically ordered to close, either partially or

completely, by an authorized governmental agency? If so, please indicate those locations and provide the orders; Were any of Brandywine's locations required to close, either partially or completely, due to a broader order which applied to their location? If so, please indicate those locations and provide the orders; For any locations ordered to close, please include the length of time each location was closed; [and] Is Brandywine claiming direct physical loss of or damage to property? If so, please explain." Ex. C, October 28 Letter at p. 2.

70. On or about February 8, 2021, Brandywine, through its insurance broker, sent a letter to the Insurers demanding the payment of \$300,453.10 related to decontamination, restoration, remediation, repair, rebuilding, renovation, cleaning and/or otherwise conditioning for use of Insured Locations where COVID-19 contamination had been confirmed.

71. On March 12, 2021, American sent Brandywine a letter denying the Claim (the "**Denial Letter**"). The Denial Letter is attached as Exhibit "D."

72. In the Denial Letter, American states that Brandywine "presented no information that its business activities were suspended due to a civil authority order or that a civil authority order prohibited access to any of Brandywine's locations. Brandywine's only claim is for clean-up costs, but such costs were not caused due to a civil authority order suspending its business activities and prohibiting access to its insured locations due to the threat of COVID-19." Ex. D, Denial Letter at p. 1.

73. American further asserts that "based on the information provided, the insurance policy provides no coverage for the claimed clean-up costs under the Interruption by Communicable Disease coverage because such costs were not incurred 'to restore the locations in a manner so as to satisfy the authorized governmental agency.'" Ex. D, Denial Letter at p. 1.

74. American additionally contends that the Policy does not provide coverage for Brandywine’s clean-up costs under its Extra Expense coverage provision because Brandywine did not “present information that its business was ‘necessarily suspended, due to direct physical loss of or damage caused by a Covered Cause of Loss.’” Ex. D, Denial Letter at p. 3. Zurich asserts further that “the presence of COVID-19 does not constitute direct physical loss or damage to property.” *Id.*

75. Brandywine, however, has suffered direct physical losses of and damage to Insured Locations by virtue of the confirmed presence of COVID-19 at the locations identified in this Complaint.

76. Brandywine, moreover, has incurred covered losses related to decontamination, restoration, remediation, repair, rebuilding, renovation, cleaning and/or otherwise conditioning for use of Insured Locations at which COVID-19 contamination had been confirmed, which activities were/are necessary to restore said properties to a habitable and useable state and to remediate the physical damage caused by the actual presence of COVID-19 in the air and on surfaces within said properties.

#### **COUNT I – DECLARATORY JUDGMENT**

77. The preceding paragraphs are incorporated by reference.

78. Brandywine seeks the Court’s declaration of the parties’ rights and duties under the Policy pursuant to 42 Pa. C.S. § 7532 and Pa. R. Civ. Pro. 1602.

79. A justiciable controversy exists between Brandywine and the Insurers concerning the availability and amount of coverage under the Policy for the Claim.

80. The controversy between the Brandywine and the Insurers is ripe for judicial review.

81. Accordingly, the Brandywine seeks a declaration from the Court that the Policy provides coverage for the Claim.

**WHEREFORE**, the Brandywine requests judgment against the Insurers as follows:

- a. Declaring that the Policy provides coverage for the Claim;
- b. Declaring that the Insurers are required to reimburse Brandywine for costs related to decontamination, restoration, remediation, repair, rebuilding, renovation, cleaning and/or otherwise conditioning for use of Insured Locations at which COVID-19 contamination had been confirmed; and
- c. Awarding such other and further relief, including any equitable relief, as the Court deems just and proper.

**COUNT II – BREACH OF CONTRACT**

82. The preceding paragraphs are incorporated by reference.

83. The Policy is a valid and enforceable contract.

84. Brandywine complied with all applicable policy provisions or the Insurers waived those provisions or are estopped from asserting any purported non-compliance with those provisions.

85. The Insurers breached the Policy by improperly denying coverage to Brandywine or otherwise repudiating its obligation to cover Brandywine's losses and expenses, as expressly required under the Policy.

86. Brandywine sustained and continues to sustained damages as a result of the Insurers' breach of the Policy.

87. Brandywine is entitled to damages as a result of the Insurers' breach in an amount to be determined at trial, including compensatory and consequential damages, pre- and post-judgment interest and any other costs and relief that this Court deems appropriate.

88. To date, Brandywine has incurred damages in excess of \$343,000.00.

**WHEREFORE**, the Brandywine requests judgment against Zurich as follows:

- a. Awarding damages, including actual, compensatory, consequential, special, exemplary, and punitive, in an amount to be proved at trial in excess of \$50,000.00;
- b. Awarding pre-judgment, post-judgment, and statutory interest;
- c. Awarding attorney's fees and costs of suit incurred; and
- d. Awarding such other and further relief, including any equitable relief, as the Court deems just and proper.

### **COUNT III – BAD FAITH**

89. The preceding paragraphs are incorporated by reference.

90. The Insurers acted in bad faith both in their refusal to provide coverage, their performance of a purported investigation with respect to which its ultimate conclusion was predetermined and unalterable irrespective of the facts developed, in its handling of Brandywine's claims and in delaying issuing a coverage decision for an entire year as Brandywine continued to incur covered losses.

91. The Insurers did not have a reasonable basis for denying coverage and knew or recklessly disregarded the lack of reasonable basis in denying the claim.

92. At the outset, the Insurers' initial reactions to the Claim was to press Brandywine to respond to voluminous information requests in an attempt to create time-consuming and costly work to dissuade Brandywine from pursuing its Claim.

93. The unreasonable nature of those tactics is further demonstrated by the fact that, because the Insurers deny that the actual presence of COVID-19 amounts to physical loss or damage, the Insurers intended to deny coverage regardless of Brandywine's responses to those inquiries. For example, the Insurers asked whether any individuals infected with COVID-19 had been at Insured Locations even though the Insurers planned to deny coverage regardless of whether any such individuals had or had not been present.

94. The Insurers then unreasonably stalled and delayed its coverage determination for a year as Brandywine continued to incur covered losses.

95. Brandywine suffered damages as a result of the Insurers' bad faith.

96. Brandywine is entitled to damages as a result of the Insurers' bad faith in an amount to be determined at trial, plus pre-judgment, post-judgment, and statutory interest, punitive and exemplary damages, court costs and attorneys' fees, and any other costs and relief that this Court deems appropriate.

**WHEREFORE**, the Brandywine requests judgment against the Insurers as follows:

- a. Awarding damages, including actual, compensatory, consequential, special, exemplary, and punitive, in an amount to be proved at trial in excess of \$50,000.00;
- b. Awarding pre-judgment, post-judgment, and statutory interest;
- c. Awarding attorney's fees and costs of suit incurred; and
- d. Awarding such other and further relief, including any equitable relief, as the Court deems just and proper.

Respectfully submitted,

/s/ Jordan Rand

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Jordan Rand (Attorney I.D. No. 208671)  
**Klehr Harrison Harvey Branzburg LLP**  
1835 Market Street, Suite 1400

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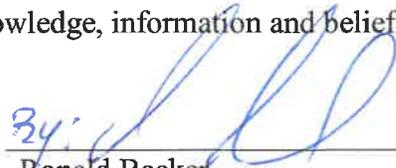
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Date: April 9, 2021

**VERIFICATION**

I, Ronald Becker, hereby declare that I am fully familiar with the averments contained in the foregoing Complaint and that I am authorized to make this verification on the plaintiff's behalf. I declare, subject to the penalties of 18 Pa. C.S.A. §4904, that the allegations in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Dated: April 9, 2021

By:   
\_\_\_\_\_  
Ronald Becker