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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

UNITED GROUP IMPORTS, INC.,	:	DOCKET NO.
	:	
Plaintiff,	:	
	:	COMPLAINT AND
v.	:	DEMAND FOR JURY TRIAL
	:	
HARTFORD INSURANCE GROUP,	:	
	:	
Defendant.	:	
_____	:	

Plaintiff United Group Imports, Inc. (“United”), through the undersigned attorneys, by way of complaint against the Hartford Insurance Group (“Hartford”), alleges:

1. Plaintiff has its principal place of business at 650 E. Palisade Avenue, Suite 121, Englewood Cliffs, NJ 07632.
2. Defendant Hartford is a corporation with its principal place of business at One Harford Plaza, Hartford, Connecticut 06155.

NATURE OF ACTION

3. United insured against loss of business income through an all-risk commercial property insurance policy with defendant Hartford. Hartford promised to indemnify United for, *inter alia*, actual business losses and extra expense losses incurred when its operations are involuntarily suspended, interrupted, or curtailed, or when access to the insured premises is prohibited, because of direct physical loss or damage to United’s property, or by a civil

authority order that restricts or prohibits access to United's property as a direct result of a covered cause or loss.

4. This action seeks a declaratory judgment that (i) the COVID-19 pandemic and the corresponding response by civil authorities to stop the spread of the pandemic has caused physical property loss and damage to United's insured property such as to trigger insurance coverage for, *inter alia*, business income losses, extended business income losses and extra expense losses; (ii) a limitation or exclusion for "Limited Fungi, Bacteria or Virus Coverage" does not apply to prevent coverage; (iii) there is coverage for future civil authority orders that result in future suspensions or curtailments of business operations; (iv) Hartford is liable for the losses suffered by plaintiff including, but not limited to, loss of business income, extended loss of business income, extra expenses, and loss of use of United's covered property; and (v) Hartford has unlimited liability for business income losses occurring within 12 consecutive months after the date of physical loss or physical damage, unlimited liability for extended business income losses for 30 days following the date United resumes business operations, and unlimited liability for losses sustained by order of a civil authority for 30 consecutive days after issuance of the order.

5. This action also asserts that defendant Hartford breached and anticipatorily breached its contract with United (the policy) under which it agreed to indemnify United for its business losses and extra expenses, and related losses resulting from actions taken by civil authorities to stop the spread of the COVID-19 pandemic.

JURISDICTION

6. This Court has jurisdiction over this action for declaratory relief pursuant to Article VI, Section 3, paragraph 2 of the New Jersey Constitution and R. 4:3-1(a)(5).

7. Hartford is authorized to do business in New Jersey, and generally conducts business within the State of New Jersey. The causes of action alleged arise from and specifically are related to Hartford's conducting of business in New Jersey.

VENUE

8. Venue is proper in Bergen County, New Jersey, because United's principal place of business is located in Bergen County; because United entered into the insurance policy at issue in Bergen County; and because the business/business premises covered by the policy is located in Bergen County.

FACTUAL ALLEGATIONS

9. Defendant Harford issued a "Spectrum" policy of insurance to United bearing Policy Number 13 SBA NY9099 (the "Policy"). The Policy was in effect in 2019 and was due to expire on or about April 6, 2020, but on or about February 24, 2020, Harford renewed the Policy so that it continued in effect until April 6, 2021.

10. United operated a business at the insured location, and it faithfully paid all Policy premiums to Harford for coverage of lost business income and extra expenses in the event of an involuntary business interruption. The Policy is in full force and effect.

11. The Policy includes coverage for direct physical loss or damage to covered property at the insured premises, unless specifically excluded.

12. Loss of business income and extra expenses sustained due to the necessary suspension or cessation of operations caused by physical loss or damage to the covered property is not excluded from coverage; indeed, the Policy expressly insures against such loss of business income and extra expenses.

13. The Policy also expressly insures against loss to business income when access to the covered property is prohibited by order of a civil authority as a result of physical loss or damage to the covered property.

14. In December of 2019, a cluster of nine patients with an unknown cause of viral pneumonia were found to be linked to the Huanan seafood market in Wuhan, China, where many non-aquatic animals such as birds were also on sale.

15. By January 2020, genetic sequencing from patient samples was conducted, and a novel virus, SARS-CoV-2, was identified as the cause of the pneumonia cluster.

16. The first confirmed case of the virus outside China was diagnosed on January 13, 2020 in Bangkok, Thailand, and since then the number of cases has increased worldwide.

17. On January 30, 2020 the World Health Organization (“WHO”) declared the SARS-Cov-2 virus and outbreak to constitute a public health emergency of international concern. The Virus was named COVID-19 by the WHO Director General.

18. As of April 15, 2020, the WHO reported a confirmed 1.9 million cases of COVID-19 globally and over 123,000 deaths, with the United States having more than 578,000 confirmed cases and 23,000 deaths.

19. There are no specific treatments for COVID-19, and no vaccine is currently available.

20. Several forms of transmission have been discovered by scientists. Data from published studies provide evidence that COVID-19 primarily is transmitted from people displaying symptoms (fever, cough, dyspnea, etc.) to others who are in close contact with the infected person through respiratory droplets, by direct contact, or by contact with contaminated objects and surfaces. The incubation period between exposure to the virus and symptom onset averages 5-6 days, but can be as long as 14 days. Prior to symptom onset, an infectious person can transmit the virus to another.

21. Without a vaccine to protect against COVID-19, control of the pandemic relies on measures designed to reduce human to human and surface to human exposure.

22. Because recommendations on how to reduce exposure have been ineffective to minimize the spread of COVID-19, civil authorities have issued orders closing non-essential business establishments and mandating social distancing among the population.

23. New Jersey was one of the first states to declare a state of emergency, with Governor Phil Murphy issuing an executive order on March 9, 2020, declaring a State of Emergency.

24. On March 16, 2020, the Center for Disease Control and Prevention, and members of the national Coronavirus Task Force, issued guidance styled “30 Days to Slow the Spread” in which they advised individuals to work from home, avoid shopping trips and gatherings of more than 10 people, and to avoid bars, restaurants and food courts.

25. On March 21, 2020, following the issuance of the 30 Days to Slow the Spread Guidelines, Governor Murphy issued a “stay at home” order, ordering New Jersey residents to stay at home except for necessary travel and mandated that all non-essential businesses close until further notice (the “Closure Order”).

26. Since that time, United, as well as all other non-essential businesses, has been unable to operate in the ordinary course of business and has suffered catastrophic loss of business income. To date, and over not more than a 30-day period, plaintiff has lost over \$300,000 of business income as a direct result of the Closure Order. Losses are continuing and will continue for the foreseeable future.

27. Special Property Coverage Form SS 00 07 07 05 (the “Form”) issued by Hartford provided coverage for United’s **business income losses** as follows:

(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 within 1,000 feet of the ‘scheduled premises,’ caused by or resulting from a Covered Cause or Loss.

(3) We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or physical damage.

Form at 10, Subsection o(1) and (3).

28. For purposes of the above loss of business income provisions, “suspension”

means:

(a) The partial slowdown or complete cessation of your business activities; and

(b) That a part or all of the ‘scheduled premises’ is rendered untenable as a result of a Covered Cause of Loss if coverage for Business Income applies to the policy.

29. “Period of Restoration” is defined, in relevant part, as that period that:

(a) Begins on the date of direct physical loss or physical damage caused by or resulting from a Covered Cause of Loss at the ‘scheduled premises,’ and

(b) Ends on the date when:

(1) The property at the ‘scheduled premises’ should be repaired, rebuilt or replaced with reasonable speed and similar quality;

(2) The date when your business is resumed at a new, permanent location.

Form at 24, G(12).

30. The same Form defines “Business Income” as:

(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.

Form at 10, Subsection o(4).

31. In the same Form, the Hartford provided **extended business income coverage**:

(1) 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 that period that:

(a) Begins on the date property is actually repaired, rebuilt or replaced and ‘operations’ are resumed; and

(b) Ends the earlier of:

(i) The date you could restore your ‘operations’ with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred; or

(ii) 30 consecutive days after the date determined in (1)(a) above.

Loss of Business Income must be caused by direct physical loss or physical damage at the ‘scheduled premises’ caused by or resulting from a Covered Cause of Loss.

Form at 11, subsection r.

32. In the same Form, the Policy insured against losses sustained by **order of a 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.’

(2) The coverage for Business Income will begin 72 hours after the order of a civil authority and coverage will end at the earlier of:

(a) When access is permitted to your ‘scheduled premises,’ or

(b) 30 consecutive days after the order of the civil authority.

Form at 11, subsection q.

33. The same Form provided coverage for **extra expenses**, and defines “Extra Expense” as:

(1) We will pay reasonable and 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 physical damage to property at the ‘scheduled premises,’ including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.

(3) Extra Expense means, in relevant part, expense incurred:

(a) To avoid or minimize the suspension of business and to continue operations”;

(i) At the ‘scheduled premises,’ or

(ii) At replacement premises or at temporary locations, including:

(aa) Relocation expenses; and

(bb) Cost to equip and operate the replacement or temporary location, other than those costs necessary to repair or to replace damaged stock and equipment.

(b) To minimize the suspension of business if you cannot continue ‘operations;’

We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or physical damage. This Additional Coverage is not subject to the Limits of Insurance.

Form at 10, Subsection p.

34. For purposes of Extra Expenses, “suspension” means:

(a) The partial slowdown or complete cessation of your business activities; and

(b) That a part or all of the ‘scheduled premises’ is rendered untenable as a result of a Covered Cause of Loss if coverage for Extra Expense applies to the policy.

Form at 11, Subsection p(4).

35. Causes of Loss are defined as being “Risks of Direct Physical Loss” unless the loss is excluded or limited by the Policy. Form at 2, Section A(3).

36. The Policy contains certain exclusions and limitations, but the interruption of United’s business was not caused by any of the events giving rise to exclusions or limitations set forth in the Policy.

37. Plaintiff’ Policy includes an endorsement for “Limited Fungi, Bacteria or Virus Coverage” on Form SS 40 93 07 05, which excludes coverage for loss or damage caused “by ‘fungi,’ wet rot, dry rot, bacteria and virus.” The endorsement does not apply to United’ claim against Hartford for insurance coverage.

38. United submitted a claim for coverage to defendant Hartford, but its claim was denied by letter dated April 1, 2020. Hartford wrongfully based its denial on its position that

United supposedly suffered no direct physical loss or damage to its property, and that no surrounding property suffered direct physical loss or damage for purposes of the civil authority coverage. Hartford also relied upon the Virus and Bacterial endorsement an exclusion of coverage.

39. Hartford’s denial of coverage was wrongful, in that United suffered direct physical loss or damage within the definition of the Policy. Applicable case law holds that loss of use of property that has not been physically altered constitutes “physical loss or damage” for purposes of first-party property insurance, such as that contained in the Policy.

40. As the drafter of the Policy, if Hartford had wanted to exclude from coverage as “physical loss or damage” the loss of use of property that has not been physically altered, it could have used explicit language to do so in its definition of “physical loss or damage.” It failed to do so, and any ambiguity must be resolved in favor of Hartford’s insured.

41. The “Limited Fungi, Bacteria or Virus Coverage” endorsement does not exclude United’s losses from coverage, because the losses were not caused by “‘fungi,’ wet rot, dry rot, bacteria or virus.” Rather, the proximate cause of United’s business losses was the precautionary measures taken by the State of New Jersey to halt the spread of COVID-19 in the future; the losses were not caused as a result of the virus being found in or on plaintiff’s insured property.

FIRST COUNT
(Declaratory Judgment—Business Income Coverage)

42. Plaintiff repeats all prior allegations as if fully set forth at length, and incorporates same herein.

43. The Policy is a contract under which Hartford was paid premiums in exchange for its promise to pay United’s losses for claims covered by the Policy.

44. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, yet

Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which United is entitled.

45. An actual case or controversy exists regarding United's rights and Hartford's obligations under the Policy to reimburse United for the full amount of business income losses incurred by United in connection with the suspension of its business stemming from the Closure Order and related orders which were intended to mitigate the COVID-19 pandemic.

46. United seeks a declaratory judgment from this Court declaring the following:

(a) United's business income losses incurred or to be incurred in connection with the Closure Order and related orders and the necessary interruption of its business stemming from the COVID-19 pandemic and orders intended to mitigate the pandemic are insured losses under the Policy; and

(b) Hartford is obligated to pay United for the full amount of the business income losses incurred due to the suspension or cessation of United's operations because of the Closure Order and any related orders for the 12 months following such suspension or cessation.

SECOND COUNT

(Declaratory Judgment—Extended Business Income Coverage)

47. Plaintiff repeats all prior allegations as if fully set forth at length, and incorporates same herein.

48. The Policy is a contract under which Hartford was paid premiums in exchange for its promise to pay United's losses for claims covered by the Policy.

49. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which United is entitled.

50. An actual case or controversy exists regarding United's rights and Hartford's obligations under the Policy to reimburse United for the full amount of extended business

income losses incurred by United in connection with the suspension of its business stemming from the Closure Order and related orders which were intended to mitigate the COVID-19 pandemic.

51. United seeks a declaratory judgment from this Court declaring the following:

(a) United's extended business income losses incurred or to be incurred in connection with the Closure Order and related orders and the necessary interruption of its business stemming from the COVID-19 pandemic and the orders intended to mitigate the pandemic are insured losses under the Policy; and

(b) Hartford is obligated to pay United for the full amount of the extended business income losses incurred in connection with the covered losses relating to the Closure Order and related orders for the 30 days following the resumption of United's operations.

THIRD COUNT
(Declaratory Judgment—Civil Authority Coverage)

52. Plaintiff repeats all prior allegations as if fully set forth at length, and incorporates same herein.

53. The Policy is a contract under which Hartford was paid premiums in exchange for its promise to pay United's losses for claims covered by the Policy.

54. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which United is entitled.

55. An actual case or controversy exists regarding United's rights and Hartford's obligations under the Policy to reimburse United for the full amount of civil authority losses incurred by United in connection with the suspension of its business stemming from the Closure Order which was intended to mitigate the COVID-19 pandemic.

56. United seeks a declaratory judgment from this Court declaring the following:

(a) United's civil authority losses incurred or to be incurred in connection with the Closure Order and the necessary interruption of its business stemming from the COVID-19 pandemic and the Closure Order which was intended to mitigate the pandemic are insured losses under the Policy; and

(b) Hartford is obligated to pay United for the full amount of the civil authority losses incurred in connection with covered losses relating to the Closure Order for the 30 days following issuance of the Closure Order.

**FOURTH COUNT
(Declaratory Judgment—Extra Expense Coverage)**

57. Plaintiff repeats all prior allegations as if fully set forth at length, and incorporates same herein.

58. The Policy is a contract under which Hartford was paid premiums in exchange for its promise to pay United's losses for claims covered by the Policy.

59. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which United is entitled.

60. An actual case or controversy exists regarding United's rights and Hartford's obligations under the Policy to reimburse United for the full amount of extra expense losses incurred by United in connection with the suspension of its business stemming from the Closure Order and related orders which were intended to mitigate the COVID-19 pandemic.

61. United seeks a declaratory judgment from this Court declaring the following:

(a) United's extra expense losses incurred or to be incurred in connection with the Closure Order and related orders and the necessary interruption of its business stemming from the COVID-19 pandemic and the orders intended to mitigate the pandemic are insured losses under the Policy; and

(b) Hartford is obligated to pay United for the full amount of the extra expense losses incurred or to be incurred within the 12 consecutive months following

the date of direct physical loss or physical damage to United's covered premises.

FIFTH COUNT
(Breach of Contract)

62. Plaintiff repeats all prior allegations as if fully set forth at length, and incorporates same herein.

63. United's Policy with Hartford is a contract under which Hartford was paid premiums in exchange for its promise to pay United's losses for claims covered by the Policy.

64. In the Policy, Hartford agreed to pay an unlimited amount for United's actual loss of business income sustained due to the necessary suspension of its operations during the "period of restoration" caused by direct physical loss or damage. A "partial slowdown or complete cessation" of business activities at the covered property is a "suspension" under the Policy, for which Hartford agreed to pay for loss of business income during the "period of restoration" that occurs within 12 consecutive months after the date of direct physical loss or damage.

65. In the Policy, if the necessary suspension of United's operations resulted in a business loss payable under the Policy caused by direct physical loss or physical damage at the scheduled premises caused by or resulting from a covered cause of loss, Hartford agreed to pay an unlimited amount for extended business income losses covering the period beginning when operations are resumed and ending the earlier on which (i) United could have restored operations with reasonable speed to the condition that would have existed if no direct physical loss or damage had occurred, or (ii) 30 consecutive days after operations are resumed.

66. In the Policy, Hartford agreed to insure United in an unlimited amount against actual loss of business income sustained when access to the scheduled premises is prohibited by a civil authority as a direct result of a covered cause of loss to the property in the

immediate area of United's scheduled premises, for a period beginning 72 hours after the order is issued and ending the earlier of (i) the date when access to the scheduled premises is permitted, or (ii) 30 consecutive days after the order is issued.

67. In the Policy, Harford agreed to insure and pay United in an unlimited amount for reasonable and necessary extra expenses incurred during the "period of restoration," for expenses that would not have been incurred absent a direct physical loss or physical damage to the property at the scheduled premises caused by or resulting from a covered cause of loss. Such expenses include but not limited to expenses incurred to avoid or minimize the suspension of business and to continue operations, such as relocation expenses and the cost to equip and operate at a temporary location, and expenses to minimize the suspension of business if United cannot continue operations. Harford agreed to pay such extra expenses for a period of 12 consecutive months following the date of direct physical loss or physical damage.

68. Business income under the Policy means 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 continuing normal operating expenses incurred, including payroll.

69. Causes of loss are defined as being risks of direct physical loss that are not excluded or limited by the policy.

70. The Closure Order caused direct physical loss and damage to United's covered property, requiring suspension of operations at the covered property. Losses caused by the Closure Order have thus triggered coverage under the business income, extended business income, civil authority and extra expense provisions of the Policy.

71. No exclusions or limitations in the Policy apply to United's claims for payment under the Policy.

72. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

73. By denying coverage for any business income losses, any extended business income losses, civil authority losses, extra expense losses and business losses incurred by United in connection with the Closure Order intended to mitigate the COVID-19 pandemic, Hartford has breached its coverage obligations under the Policy.

74. As a result of Hartford's breach of the Policy, United has sustained and will continue to sustain substantial damages for which Hartford is liable, in an amount to be established at trial.

SIXTH COUNT
(Anticipatory Breach of Contract)

75. Plaintiff repeats all prior allegations as if fully set forth at length, and incorporates same herein.

76. United's Policy with Hartford is a contract under which Hartford was paid premiums in exchange for its promise to pay United's losses for claims covered by the Policy.

77. In the Policy, Hartford agreed to pay an unlimited amount for United's actual loss of business income sustained due to the necessary suspension of its operations during the "period of restoration" caused by direct physical loss or damage. A "partial slowdown or complete cessation" of business activities at the covered property is a "suspension" under the Policy, for which Hartford agreed to pay for loss of business income during the "period of restoration" that occurs within 12 consecutive months after the date of direct physical loss or damage.

78. In the Policy, if the necessary suspension of United's operations resulted in a business loss payable under the Policy caused by direct physical loss or physical damage at

the scheduled premises caused by or resulting from a covered cause of loss, Hartford agreed to pay an unlimited amount for extended business income losses covering the period beginning when operations are resumed and ending the earlier on which (i) United could have restored operations with reasonable speed to the condition that would have existed if no direct physical loss or damage had occurred, or (ii) 30 consecutive days after operations are resumed.

79. In the Policy, Hartford agreed to insure United in an unlimited amount against actual loss of business income sustained when access to the scheduled premises is prohibited by a civil authority as a direct result of a covered cause of loss to the property in the immediate area of United's scheduled premises, for a period beginning 72 hours after the order is issued and ending the earlier of (i) the date when access to the scheduled premises is permitted, or (ii) 30 consecutive days after the order is issued.

80. In the Policy, Hartford agreed to insure and pay United in an unlimited amount for reasonable and necessary extra expenses incurred during the "period of restoration," for expenses that would not have been incurred absent a direct physical loss or physical damage to the property at the scheduled premises caused by or resulting from a covered cause of loss. Such expenses include but are not limited to expenses incurred to avoid or minimize the suspension of business and to continue operations, such as relocation expenses and the cost to equip and operate at a temporary location, and expenses to minimize the suspension of business if United cannot continue operations. Hartford agreed to pay such extra expenses for a period of 12 consecutive months following the date of direct physical loss or physical damage.

81. Business income under the Policy means 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 continuing normal operating expenses incurred, including payroll.

82. Causes of loss are defined as being risks of direct physical loss that are not excluded or limited by the policy.

83. The Closure Order caused direct physical loss and damage to United's covered property, requiring suspension of operations at the covered property. Losses caused by the Closure Order have thus triggered coverage under the business income, extended business income, civil authority and extra expense provisions of the Policy.

84. No exclusions or limitations in the Policy apply to United's claims for payment under the Policy.

85. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

86. In its letter of April 1, 2020 denying coverage, Hartford made clear that it will deny any and all claims for future losses that are covered by the Policy. As a result, Hartford has anticipatorily breached the Policy because United's use of the covered property has been substantially impaired and therefore would be entitled to coverage under the Policy under applicable law, but for Hartford's anticipatory breach of contract.

87. As a result of Hartford's anticipatory breach of the Policy, United has sustained and will continue to sustain substantial damages for which Hartford is liable, in an amount to be established at trial.

WHEREAS, United demands judgment against Hartford as follows:

1. Issuing a Declaratory Judgment declaring the parties' rights and obligations under the Policy;

2. Awarding United compensatory damages for Hartford's breach of the Policy in an amount to be determined at trial, together with pre- and post- judgment interest at the maximum rate allowable by law.

3. Awarding United costs and disbursements and a reasonable allowance for attorneys' fees and the fees of its experts, and reimbursement of expenses.

4. Awarding such other and further relief as the Court may deem just, proper and equitable.

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DEMAND FOR TRIAL BY JURY

Defendant demands a trial by jury of all issues.

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