

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

REINOL A. GONZALEZ, D.M.D., P.A.,)
individually and on behalf of all others similarly)
situated,)
)
Plaintiff,)
)
v.)
)
THE HARTFORD FINANCIAL SERVICES)
GROUP, INC., and SENTINEL)
INSURANCE COMPANY, LTD.,)
)
Defendants.)
)
)
_____)

C/A NO.: 1:20-CV-22151-JEM

**DEFENDANT THE HARTFORD FINANCIAL SERVICES GROUP, INC.’S
MOTION TO DISMISS THE COMPLAINT AND INCORPORATED
MEMORANDUM OF LAW**

Defendant, The Hartford Financial Services Group, Inc. (“HFSG”), hereby moves to dismiss Plaintiff’s putative class action complaint (“Complaint”) with prejudice pursuant to Federal Rules of Civil Procedure 12(b)(1), 12(b)(2), and 12(b)(6), for lack of Article III standing, lack of personal jurisdiction, and failure to state a claim upon which relief can be granted.

INTRODUCTION

This insurance coverage dispute arises from the COVID-19 pandemic. By this Motion, HFSG seeks dismissal for a simple reason: it did not issue the policy in dispute.¹

Plaintiff, the owner/operator of a dental practice in Davie, Florida, seeks to recover from its property insurer, Sentinel Insurance Company, Ltd. (“Sentinel”) for alleged losses resulting from the COVID-19 public health emergency. All the claims against HFSG fail for this

¹ Defendant Sentinel Insurance Company, Ltd. is filing a separate Motion to Dismiss pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

fundamental reason: it is not a party to the insurance contract at issue. Plaintiff therefore lacks Article III standing to sue HFSG with respect to this dispute, as plaintiff has no injury fairly traceable to HFSG. Moreover, the Court does not have personal jurisdiction over HFSG. HFSG is not “at home” in Florida so as to permit the exercise of general jurisdiction, nor does it have any connection with Florida with respect to this contractual dispute. Finally, HFSG has no contractual obligations under the contract of insurance because it is not a party to the contract. Simply put, HFSG cannot breach obligations it does not have.

That Plaintiff has brought this case as a putative class action does not save its claims. Plaintiff’s claims against HFSG must stand on their own, independent of any claims that absent class members might possess. HFSG cannot have breached contracts to which it was not a party to, and cannot have caused injury to Plaintiff.

STATEMENT OF FACTS

I. PLAINTIFF’S ALLEGATIONS

Plaintiff is the owner/operator of a dental practice located in Davie, Florida. *See* Compl. ¶ 1. Plaintiff purchased an insurance policy from Sentinel (“Policy”). The Policy, attached as Exhibit A to the Complaint, shows the insurer as Sentinel. Doc. 1-1 at 13. Plaintiff alleges that that it suffered a loss when it “was forced to suspend operations at the dental practice, as a result of COVID-19”. *See* Compl. ¶ 42. Based on these purported losses, Plaintiff submitted a claim to Sentinel under Policy, which Sentinel denied. *See* Compl. ¶ 9.

Notwithstanding the designation of Sentinel as the insurer under the Policy, Plaintiff refers to all action taken with respect to the Policy as being performed by “Defendants” collectively. While Plaintiff makes conclusory allegations that “Defendants,” including HFSG, have been involved in “conducting, engaging in, and/or carrying on business in Florida”, “breaching a contract in this state”, and “contracting to insure property in Florida”, *id.* ¶ 18, the Complaint does

not contain any specific allegations of Florida-based conduct by HFSG with respect to Plaintiff. In reality, HFSG is a financial holding company for its subsidiary writing companies that does not itself issue or underwrite any policies of insurance. Its relationship to its subsidiaries is described in its Form 10-K:

As a holding company, The Hartford Financial Services Group, Inc. is separate and distinct from its subsidiaries and has no significant business operations of its own. The holding company relies on the dividends from its insurance companies and other subsidiaries as the principal source of cash flow to meet its obligations, pay dividends and repurchase common stock.

See Exhibit 1 at p. 6.

Plaintiff admits that HFSG is not a Florida company and does not have its principal place of business in Florida. The Complaint alleges that “Defendant the Hartford Financial Services Group, Inc., is a Connecticut corporation with its principal place of business in Hartford, Connecticut.” Compl. ¶ 12. The Complaint states further: “Defendant Sentinel Insurance Company, Limited is a Connecticut corporation with its principal place of business in Hartford, Connecticut. Defendant Sentinel is a wholly-owned subsidiary of Defendant the Hartford.” Compl. ¶ 13. The Complaint thus recognizes that the two defendants are distinct corporate entities, and that they have a parent/subsidiary relationship. It nowhere alleges a factual basis by which corporate separateness should be disregarded. The Complaint does not contain a single allegation of specific conduct by HFSG with respect to Plaintiff.

LEGAL STANDARD

Before addressing the merits of this case, the Court must first be assured that it has subject-matter jurisdiction over the dispute. See *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 94–95 (1998). Plaintiff bears the burden of establishing that it has Article III standing to assert the claims in the lawsuit. See *id.* at 103–04. “It is not enough that a named plaintiff can establish a case or controversy between himself and the defendant by virtue of having standing as to one of

many claims he wishes to assert.” *Prado-Steiman ex rel. Prado v. Bush*, 221 F.3d 1266, 1280 (11th Cir. 2000). Rather, “each claim must be analyzed separately,” and the named plaintiff must show that he has standing to assert each claim against each defendant. *Id.* (quoting *Griffin v. Dugger*, 823 F.2d 1476, 1483 (11th Cir. 1987)). When a plaintiff fails to establish that he has standing to assert a claim against a particular defendant, the claim must be dismissed as to the defendant under Rule 12(b)(1). *See Flat Creek Transp., LLC v. Fed. Motor Carrier Safety Admin.*, 923 F.3d 1295, 1301 (11th Cir. 2019) (affirming dismissal based on lack of standing).

Plaintiff also bears the “burden of establishing that personal jurisdiction is present.” *Oldfield v. Pueblo De Bahia Lora, S.A.*, 558 F.3d 1210, 1217 (11th Cir. 2009). To meet its burden, Plaintiff must set forth specific facts that support the exercise of personal jurisdiction over each defendant. *See Ware v. Citrix Sys., Inc.*, 258 So. 3d 478, 482 (Fla. 4th DCA. 2018). This requires Plaintiff to plead sufficient jurisdictional facts to bring the action within the ambit of Florida’s long-arm statute and due process requirements. *See, e.g., Venetian Salami Co. v. Parthenais*, 554 So. 2d 499, 502 (Fla. 1989).

Finally, Plaintiff must “state a claim upon which relief can be granted” against each defendant. Fed. R. Civ. P. 12(b)(6). A properly pled complaint must provide “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2); *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). While Rule 8 does not require detailed factual allegations, it demands more than “labels and conclusions” or a “formulaic recitation of the elements of a cause of action.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citation omitted). “Factual allegations must be enough to rise above the speculative level.” *Twombly*, 550 U.S. at 555. Thus, to survive a motion to dismiss, Plaintiff’s Complaint must contain sufficient factual matter to “state a claim to relief that is plausible on its face.” *Iqbal*, 556 U.S. at 678 (citation

omitted). The Complaint's allegations must generally be assumed to be true, but "when exhibits attached to a complaint 'contradict the general and conclusory allegations of the pleading, the exhibits govern.'" *Gill ex rel. K.C.R. v. Judd*, 941 F.3d 504, 514 (11th Cir. 2019) (quoting *Griffin Indus., Inc. v. Irvin*, 496 F.3d 1189, 1206 (11th Cir. 2007)).

ARGUMENT

Plaintiff attempts to stretch this Court's subject matter and personal jurisdiction far beyond its limits by asserting claims against HFSG. HFSG did not issue the insurance policy on which Plaintiff bases its claims, and did not deny Plaintiff's insurance claims on its Policy. HFSG is a company that is incorporated and located outside of Florida. For these and the other reasons discussed below, the Court should dismiss the claims against HFSG with prejudice.

I. PLAINTIFF VIOLATES STANDARDS OF NOTICE PLEADING BY MAKING UNDIFFERENTIATED ALLEGATIONS AGAINST HFSG

A pleading defect that permeates the Complaint, and which supports dismissal under Rules 12(b)(1), 12(b)(2), and 12(b)(6), is Plaintiff's use of the term "Defendants." Rather than making specific allegations about HFSG, Plaintiff attempts to group HFSG with the entity that wrote its Policy, Sentinel, by labeling both defendant entities as "Defendants" and asserting its allegations and claims against "Defendants." *See, e.g.*, Compl. ¶¶ 3-4, 9-10.

While Plaintiff asserts that the defendant entities are affiliates, *id.* ¶ 13, it recognizes that each is a distinct corporate entity, *id.* ¶¶ 12-13. Not only is HFSG not a party to Plaintiff's insurance policy, the Complaint does not contain a single allegation of specific conduct by HFSG. This imprecise pleading violates the requirements of Federal Rule of Civil Procedure 8(a)(2) by failing to give HFSG adequate notice of the claims asserted against it. This alone is grounds for dismissal. *See, e.g., Joseph v. Bernstein*, 612 F. App'x 551, 555 (11th Cir. 2015) (per curiam) (affirming dismissal of complaint that "indiscriminately" grouped defendants together); *E.E.O.C.*

v. Gargiulo, Inc., No. 205CV460FTM29SPC, 2006 WL 752825, at *2 (M.D. Fla. Mar. 22, 2006) (dismissing complaint because “plaintiff cannot simply lump its individual assertions together in a group pleading”).

Setting aside Plaintiff’s deficient pleading, the only proper defendant to this action is Sentinel because, as demonstrated by both the allegations in the Complaint and Policy that was attached to the Complaint, Sentinel wrote the relevant policy and issued the denial that is the subject of this lawsuit.

II. PLAINTIFF DOES NOT HAVE STANDING TO ASSERT CLAIMS AGAINST HFSG

Plaintiff does not have standing to sue HFSG because it does not have a contract with HFSG and its injury is not traceable to HFSG.

To satisfy Article III standing requirements, Plaintiff must show (1) that it “suffered an injury in fact” (2) that is “fairly traceable” to Defendants’ alleged action and (3) “that is likely to be redressed by a favorable judicial decision.” *Flat Creek Transp.*, 923 F.3d at 1300 (citation omitted); *see Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560–61 (1992). Standing requires Plaintiff at least to state “general factual allegations of injury resulting from [Defendants’] conduct.” *Bischoff v. Osceola Cty.*, 222 F.3d 874, 878 (11th Cir. 2011). “That a suit may be class action . . . adds nothing to the question of standing, for even named Plaintiffs who represent the class must allege and show that they personally have been injured, not that injury has been suffered by other, unidentified members of the class to which they belong and which they purport to represent.” *Simon v. E. Ky. Welfare Rights Org.*, 426 U.S. 26, 40 n.20 (1976) (citation and internal quotation marks omitted). If Plaintiff cannot establish sufficient injury from a defendant, it lacks standing with regard to that defendant. *See Salcedo v. Hanna*, 936 F.3d 1162 (11th Cir. 2019); *see also Franze v. Equitable Assurance*, 296 F.3d 1250, 1253–54 (11th Cir. 2002) (holding that, without

individual standing to raise a legal claim against a specific defendant, a named representative may not raise the claim on behalf of a class); *Bowen v. First Family Fin. Servs., Inc.*, 233 F.3d 1331, 1339 n.6 (11th Cir. 2000) (“The fact that this suit was brought as a class action does not affect the Plaintiff’ burden of showing that they individually satisfy the constitutional requirements of standing.”).

Plaintiff fails to allege that any injury it purportedly suffered is traceable to any conduct of HFSG. While Plaintiff asserts contract-based claims based on the denial of insurance coverage for its purported COVID-19 related losses, it does not have an insurance contract with HFSG. Its insurance contract is with Sentinel. *See* Doc. 1-1 at 13.

Courts within this Circuit have long observed that a plaintiff cannot sue insurers with which it has no contract. *Bradshaw v. Integon Nat’l Ins. Co.*, No. 19-24806-CIV, 2019 WL 6716364, at *2 (S.D. Fla. Dec. 10, 2019) (“As a nonparty to the insurance policy, [plaintiff] lacks standing to bring a claim for breach of the policy.”); *Fireman v. Travelers Cas. & Sur. Co. of Am.*, No. 10-81564-CIV, 2011 WL 743069, at *1 (S.D. Fla. Feb. 24, 2011) (entities that are not subsidiaries of insured do not have standing to sue under insurance contract); *Gasslein v. National Union Fire Ins. Co. of Pittsburgh*, 918 F.Supp. 383 (M.D. Fla. 1995) (victim of securities fraud by insured could not directly sue insurer on fidelity bond). *See also American Empire Ins. Co. of South Dakota v. Fidelity & Deposit Co. of Maryland*, 408 F.2d 72 (5th Cir.1969) (fidelity bond is indemnity insurance policy which insures only the named corporations). In *Morrow v. Allstate Indemnity Company*, the Middle District of Georgia addressed putative class claims that were very similar in nature to Plaintiff’s claims. No. 5:16-CV-137 (HL), 2017 WL 1196441 (M.D. Ga. Mar. 29, 2017). There, as here, the Plaintiff sued both the insurance company that issued their insurance policy, Allstate Indemnity Company, and a series of other non-issuing Allstate companies on

behalf of a purported class of insureds who had been denied insurance coverage. *Id.* at *1. The court found that the Plaintiff did not have standing to sue the non-issuing Allstate companies because they had not suffered any “injury at the hands of the non-issuing Defendants.” *Id.* at *12. As a result, the court dismissed the non-issuing Allstate companies. *Id.* The same should be the case here. *See, e.g., Anderson v. Am. Family Ins. Co.*, No. 5:15-CV-475 (MTT), 2016 WL 3633349, at *9 (M.D. Ga. June 29, 2016) (dismissing claims against non-issuing companies for failure to demonstrate standing).²

III. THE COURT LACKS PERSONAL JURISDICTION OVER HFSG

The Court also should dismiss the claims against HFSG because the Court lacks personal jurisdiction over HFSG. To establish that this Court has jurisdiction over HFSG, Plaintiff must establish either general or specific jurisdiction. *See Madara v. Hall*, 916 F.2d 1510, 1516 n.7 (11th Cir. 1990) (discussing the two types of personal jurisdiction); *Jones v. Jack Maxton Chevrolet, Inc.*, 484 So.2d 43 (Fla. 1st DCA 1986) (plaintiff has the initial burden to plead facts to establish personal jurisdiction over the defendant in its complaint).

Plaintiff have failed to demonstrate that HFSG is subject to general jurisdiction in Florida. A corporation is subject to general jurisdiction where its “affiliations with the State are so ‘continuous and systematic’ as to render [it] essentially at home in the forum State.” *Bristol-Myers Squibb Co. v. Superior Ct. of Cal.*, 137 S. Ct. 1773, 1780 (2017) (quoting *Goodyear Dunlop Tires Ops., S.A. v. Brown*, 564 U.S. 915, 919 (2011)). “One reason for requiring a more rigorous showing to establish general jurisdiction is because jurisdiction under section 48.193(2) does not

² *See also, e.g., Mahon v. Ticor Title Ins. Co.*, 683 F.3d 59, 66 (2d Cir. 2012) (holding plaintiff lacked standing to sue a related title insurer); *Easter v. Am. W. Fin.*, 381 F.3d 948, 962 (9th Cir. 2004) (finding no standing for borrowers in class action for claims against defendants who never held a named plaintiff’s loan); *Barry v. St. Paul Fire and Marine*, 555 F. 2d 3, 13 (1st Cir. 1977) (finding no error in district court’s grant of summary judgment to insurers where there was no evidence plaintiff bought policy from those insurers).

require that a lawsuit's cause of action arise from activity within Florida, or that there be any connection between the claim and the defendant's Florida activities." *Trs. of Columbia Univ. v. Ocean World, S.A.*, 12 So.3d 788, 792 (Fla. 4th DCA 2009). The "paradigm" forums for general jurisdiction are a corporation's place of incorporation and principal place of business. *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014). Only in an "exceptional case" could general jurisdiction be available anywhere else. *Id.* at 139 n.19.

Plaintiff has not and cannot satisfy the general jurisdiction standard with respect to HFSG. The Complaint acknowledges that HFSG is not a Florida company and does not have its principal place of business in Florida. Compl. ¶ 12. While the Complaint coyly alleges activity in Florida including "Defendants conducting, engaging, in and/or carrying on business in Florida," "Defendants contracting to insure property in Florida," and "Defendants also purposefully availed themselves of the opportunity of conducting activities in the state of Florida by marketing their insurance policies and services within the state," *id.* ¶ 18, the Complaint does not provide any specific details about the quantum and frequency of business that HFSG allegedly conducts in Florida. It also does not attempt to make any jurisdictional showing on an entity-by-entity basis and instead relies on group allegations about the purported contacts of "Defendants" with Florida. Courts in the Eleventh Circuit have found this type of non-specific, conclusory pleading insufficient to establish personal jurisdiction. *See Snow v. DirecTV, Inc.*, 450 F.3d 1314, 1318 (11th Cir. 2006) (finding vague and conclusory allegations insufficient to establish a prima facie case of personal jurisdiction); *Catalyst Pharm., Inc. v. Fullerton*, 748 F. App'x 944, 946 (11th Cir. 2018) ("Vague and conclusory allegations do not satisfy" a plaintiff's burden to "make out a prima facie case of jurisdiction"); *Leon v. Cont'l AG*, 301 F. Supp. 3d 1203, 1216 & n.6 (S.D. Fla. 2017) (finding general allegations that defendant "conduct[ed] substantial business in this District"

insufficient to allege specific jurisdiction under the Florida long-arm statute because the complaint contained “no detail to support this statement,” which left the court “unable to infer which of [defendant’s] contacts with Florida support[ed] specific personal jurisdiction”).

“A foreign corporation cannot be subject to general jurisdiction in a forum unless the corporation’s activities in the forum closely approximate the activities that ordinarily characterize a corporation’s place of incorporation or principal place of business.” *Carmouche v. Tamborlee Mgmt., Inc.*, 789 F.3d 1201, 1205 (11th Cir. 2015). As a result, the Complaint’s allegations are insufficient to demonstrate that HFSG is “at home” in Florida so as to permit the exercise of general jurisdiction. *See Daimler*, 571 U.S. at 137.

Plaintiff also has failed to demonstrate that HFSG is subject to specific jurisdiction in this case. The specific jurisdiction inquiry “focuses on the relationship among the defendant, the forum, and the litigation.” *Walden v. Fiore*, 571 U.S. 277, 283–84 (2014) (citation and internal quotation marks omitted). “In order for a state court to exercise specific jurisdiction, ‘the suit’ must ‘aris[e] out of or relat[e] to the defendant’s contacts with the forum.’” *Bristol-Myers Squibb Co.*, 137 S. Ct. at 1780 (quoting *Daimler*, 571 U.S. at 127) (emphasis omitted). “For a State to exercise jurisdiction consistent with due process, the defendant’s suit-related conduct must create a substantial connection with the forum State.” *Walden*, 571 U.S. at 284. The “relationship” between the suit-related conduct and the forum “must arise out of contacts that the ‘defendant [it]self’ creates with the forum State.” *Id.* (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985)) (emphasis omitted).

Here, HFSG has no connection to this Florida-based dispute. There are no specific allegations that the conduct of HFSG gave rise to Plaintiff’s claims. Nor could there be, as Plaintiff alleges no dealings whatsoever with HFSG. HFSG did not issue the Policy or incur any

responsibility under the Policy. *See generally* Doc. 1-1. Plaintiff make no specific allegation that HFSG took any action whatsoever in Florida with respect to Plaintiff or with regard to the denial of coverage for purported COVID-19 related losses. Plaintiff, therefore, has failed to plead facts showing a basis for personal jurisdiction over HFSG. *See Oldfield v. Pueblo De Bahia Lora, S.A.*, 558 F.3d 1210, 1222 (11th Cir. 2009) (“[A] fundamental element of the specific jurisdiction calculus is that plaintiff’s claim must ‘arise out of or relate to’ at least one of defendant’s contacts with the forum.” (citation omitted)).

Plaintiff’s decision to bring a putative class action does not entitle the plaintiff to drag before this Court defendants they could not otherwise sue. As with individual actions, in class actions, jurisdiction is based on a defendant’s contacts with the forum state and actions giving rise to the named Plaintiff’s causes of action. *See Feldman v. BRP US, Inc.*, No. 17-CIV-61150, 2018 WL 8300534, at *4 (S.D. Fla. Mar. 28, 2018) (“A putative class representative seeking to hale a defendant into court . . . must have personal jurisdiction over that defendant just like any individual litigant must[.]” (quoting William B. Rubenstein, *2 Newberg on Class Actions* § 6:25 (5th ed.))). Because there is no basis for personal jurisdiction over HFSG, the claims against it must be dismissed.

IV. PLAINTIFF HAS NOT STATED A CLAIM AGAINST HFSG

In addition to failing to adequately plead the facts necessary to establish jurisdiction and standing, Plaintiff fails to state a claim upon which relief can be granted against HFSG for at least three reasons.

No Contractual Relationship: Plaintiff fails to allege that it has a contractual relationship with HFSG. To state a claim for breach of contract or to obtain a declaratory judgment under a contract, Plaintiff must establish that it has a valid contract with HFSG. *See Whetstone Candy Co. v. Kraft Foods, Inc.*, 351 F.3d 1067, 1073 (11th Cir. 2003). Plaintiff has not and cannot do so.

This is because HFSG does not have an insurance contract with Plaintiff and did not otherwise agree to insure Plaintiff. The Policy is a contract between Plaintiff and Sentinel. *See* Doc 1-1 at 13. HFSG cannot be liable under a contract to which it is not a party. *See, e.g., Norfolk S. Ry. Co. v. Groves*, 586 F.3d 1273, 1281–82 (11th Cir. 2009) (“Furthermore, it is a tenet of contract law that a third-party cannot be bound by a contract to which it was not a party.”); *R/V Beacon, LLC v. Underwater Archeology & Expl. Corp.*, No. 14-CIV-22131, 2014 WL 4930645, at *3 (S.D. Fla. Oct. 1, 2014) (dismissing breach of contract claims against owner of corporation which was not a party to contract).³

No Specific Wrongful Conduct Alleged: Plaintiff does not allege any specific conduct of HFSG giving rise to its claims. As discussed above, the Complaint only contains undifferentiated references to “Defendants.” These undifferentiated references do not state a claim against HFSG. *See Petrovic v. Princess Cruise Lines, Ltd.*, No. 12-21588-CIV, 2012 WL 3026368, at *5 (S.D. Fla. July 20, 2012) (dismissing complaint due to the plaintiff’s “grouping” of defendants because “[t]he nature of [p]laintiff’s allegation, and against whom they are lodged, must be made clear”).⁴

³ This is not the first time an insured has attempted to sue a Hartford entity with which it does not have an insurance contract. In those case, the courts have routinely dismissed the claims against the non-writing Hartford entities. *See, e.g., LV Diagnostics, LLC v. Hartford Fin. Servs. Grp.*, No. 2:17-CV-1371 JCM (PAL), 2018 WL 651327, at *2 (D. Nev. Jan. 31, 2018); *Chaichian v. Hartford Fin. Servs. Grp.*, No. 1:16-CV-01026, 2016 WL 4480038, at *2 (W.D. Ark. Aug. 3, 2016), *report and recommendation adopted*, 2016 WL 4467910 (W.D. Ark. Aug. 23, 2016); *NBL Flooring, Inc. v. Trumbull Ins. Co.*, No. CIV.A. 10-4398, 2014 WL 317880, at *3–4 (E.D. Pa. Jan. 28, 2014); *Engel v. Hartford Ins. Co. of the Midwest*, No. 2:11-CV-01103-RCJ, 2012 WL 275200, at *2 (D. Nev. Jan. 31, 2012); *Winkler v. Hartford Fin. Servs. Grp.*, No. 2:10-CV-02222-RLH-LRL, 2011 WL 1705559, at *2 (D. Nev. May 3, 2011).

⁴ Again, other courts that have encountered group pleading against non-writing Hartford entities, like the group pleading in Plaintiff’s Complaint, have dismissed the claims. *See, e.g., Gauthier v. Twin City Fire Ins. Co.*, No. 2:14-CV-00693, 2015 WL 12030498, at *3 (W.D. Wash. July 15, 2015).

No Coverage: Plaintiff fail to allege facts to show that any of their purported losses are covered by the Policy. Sentinel, which is the actual insurer under the Policy, is filing a separate motion to dismiss that explains why the Policy does not cover the losses claimed by Plaintiff. HFSG incorporates the arguments made in support of that motion to dismiss by reference. For the same reasons stated in support of that motion to dismiss, the claims against HFSG should be dismissed.

CONCLUSION

For all of the foregoing reasons and others appearing on the record, HFSG respectfully requests that the Court dismiss with prejudice all claims asserted against it in the Complaint.

Dated this 7th day of August, 2020.

Respectfully submitted,

By: /s/ James M. Kaplan

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CERTIFICATE OF SERVICE

This document is being filed with the Court electronically via the ECF system. The requirements of service and proof of service of this document are satisfied by the automatic notice of filing sent by the CM/ECF software in accordance with the Local Rules of this Court on this 7th day of August 2020.

By: /s/ James M. Kaplan
JAMES M. KAPLAN