

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

RINNIGADE ART WORKS,
Individually and on behalf of all those similarly
situated,

Plaintiff,

v.

**THE HARTFORD FINANCIAL SERVICES
GROUP, INC.; HARTFORD FIRE
INSURANCE COMPANY; and TWIN CITY
FIRE INSURANCE COMPANY,**

Defendants.

Civil Action No. 1:20-CV-10867-IT

**ANSWER, AFFIRMATIVE
DEFENSES, AND JURY DEMAND
OF TWIN CITY INSURANCE
COMPANY TO PLAINTIFF'S
COMPLAINT**

Defendant Twin City Fire Insurance Company (“Twin City”), for its Answer to the Complaint of Plaintiff Rinnigade Art Works (“Rinnigade” or “Plaintiff”), states as follows:

PRELIMINARY STATEMENT

Defendants The Hartford Financial Services Group, Inc. and Hartford Fire Insurance Company have moved to dismiss the Complaint, and thus take no part in this Answer.

RESPONSES TO PLAINTIFF'S ALLEGATIONS

1. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the allegations in Paragraph 1 and therefore denies same.

2. Twin City admits that the Policy it issued to Rinnigade is number 08 SBA AA7102 DW, the terms, conditions, and exclusions of which speak for themselves. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of remaining allegations in Paragraph 2, and therefore denies same.

3. The allegations of Paragraph 3 state legal conclusions, to which no answer is required. To the extent an answer is required, Twin City denies the allegations. The terms, conditions, and exclusions of the Policy speak for themselves.

4. The allegations of Paragraph 4 state legal conclusion to which no answer is required. To the extent that an answer is required, Twin City denies the allegations. The terms, conditions, and exclusions of the Policy speak for themselves.

5. Twin City denies the allegations in Paragraph 5. The terms, conditions, and exclusions of the Policy speak for themselves.

6. The allegations of Paragraph 6 state legal conclusions to which no answer is required. To the extent an answer is required, the allegations are denied. The terms, conditions, and exclusions of the Policy speak for themselves.

7. The allegations of Paragraph 7 state legal conclusions, to which no answer is required. To the extent an answer is required, Twin City denies the allegations. The terms, conditions, and exclusions of the Policy speak for themselves.

8. The allegations of Paragraph 8 state legal conclusions, to which no answer is required. To the extent an answer is required, Twin City denies the allegations. The terms, conditions, and exclusions of the Policy speak for themselves.

9. Twin City admits that Rinnigade paid a premium for the Policy. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the remaining allegations in Paragraph 9 and therefore denies same.

10. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the allegations in Paragraph 10 and therefore denies same.

11. The allegations of Paragraph 11 state legal conclusions to which no response is required. To the extent a response is required, Twin City denies each and every of the allegations of Paragraph 11. The terms, conditions, and exclusions of the Policy speak for themselves.

12. Twin City denies that its Policy covers Plaintiff's claim. It is without knowledge or information sufficient to form a reasonable belief regarding the truth of the remaining allegations in Paragraph 12 and therefore denies same.

13. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the allegations in Paragraph 13 and therefore denies same.

14. Defendant Hartford Financial Services Group has filed a motion to dismiss and does not join this Answer. To the extent any response is required from Defendant Twin City, Twin City admits that the principal place of business of Hartford Financial Services Group is at the specified address, and denies the allegations in Paragraph 14.

15. Defendant Hartford Fire Insurance Company has filed a motion to dismiss and does not join this Answer. To the extent any response is required from Defendant Twin City, Twin City admits the allegations in Paragraph 15.

16. Twin City admits that it is a subsidiary of Hartford Fire Insurance Company. Twin City admits that its principal place of business is at the specified address, and denies the remaining allegations in Paragraph 16.

17. Twin City admits that it sells insurance policies in Massachusetts and some of those policies insure property located in Massachusetts. The remaining allegations in Paragraph 17 assert legal conclusions to which no response is required. To the extent a response is required, Twin City denies the allegations of Paragraph 17.

18. Paragraph 18 states legal conclusions to which no response is required. To the extent a response is required, Twin City does not contest the existence of Federal Subject Matter Jurisdiction under 28 U.S.C. §1332(d), but denies that class certification is appropriate and denies that it owes the sums alleged, or any other sum. It denies that Plaintiff has standing to assert claims on behalf of members of the putative class that arise outside the Commonwealth of Massachusetts.

19. Paragraph 19 states legal conclusions to which no response is required. To the extent a response is required, Twin City does not contest venue in this District, and denies the remaining allegations of Paragraph 19.

20. Paragraph 20 states legal conclusions to which no response is required. To the extent a response is required, Twin City does not contest personal jurisdiction as to Plaintiff's individual claim, but otherwise denies the allegations of Paragraph 20. It specifically denies that it is subject to personal jurisdiction in Massachusetts with respect to any claims on behalf of out of state members of the putative class.

21. Twin City admits that the Policy renewed on February 25, 2020 and the Policy has a policy period of February 25, 2020 to February 25, 2021. Twin City admits that the scheduled premises under the Policy are defined in the Policy, the terms, conditions, and exclusions of the Policy speak for themselves. It otherwise denies the allegations of Paragraph 21.

22. The allegations of Paragraph 22 state legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the allegations in Paragraph 22. The terms, conditions, and exclusions of the Policy speak for themselves.

23. The allegations of Paragraph 23 state legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the allegations in Paragraph 23. The terms, conditions, and exclusions of the Policy speak for themselves.

24. The allegations of Paragraph 24 state legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the allegations in Paragraph 24. The terms, conditions, and exclusions of the Policy speak for themselves.

25. Twin City admits that Paragraph 25 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 25.

26. The allegations of Paragraph 26 state legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the allegations in Paragraph 26. The terms, conditions, and exclusions of the Policy speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 26.

27. Twin City admits that Paragraph 27 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 27.

28. Twin City admits that Paragraph 28 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 28.

29. Twin City admits that Paragraph 29 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 29.

30. Twin City admits that the Policy provides Extra Expense coverage and includes a section titled Extra Expense, the terms, conditions, and exclusions of which speak for themselves, but denies that Rinnigade is entitled to coverage under the Policy.

31. Twin City admits that Paragraph 31 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 31.

32. Twin City admits that Paragraph 32 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 32.

33. Twin City admits that Paragraph 33 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 33.

34. Twin City admits that Paragraph 34 purports to quote a portion of the Policy, the terms, conditions, and exclusions of which speak for themselves, but denies that Plaintiff is entitled to coverage under the Policy. Twin City denies the remaining allegations in Paragraph 31.

35. Paragraph 35 states legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the allegations in Paragraph 35. The terms, conditions, and exclusions of the Policy speak for themselves.

36. Paragraph 36 states legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the allegations in Paragraph 36. The terms, conditions, and exclusions of the Policy speak for themselves.

37. Paragraph 37 states legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the allegations in Paragraph 37.

38. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the allegations in Paragraph 38 and therefore denies same.

39. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the allegations in Paragraph 39 and therefore denies same.

40. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the allegations in Paragraph 40 and therefore denies same.

41. Twin City admits that Massachusetts Governor Baker issued the listed COVID-19 Orders, the terms of which speak for themselves. Twin City denies the allegations of Paragraph 41 to the extent that Plaintiff has misstated or mischaracterized the Orders. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the remaining allegations in Paragraph 41 and therefore denies same.

42. Twin City is without knowledge or information sufficient to form a reasonable belief regarding the truth of the allegations in Paragraph 42 regarding Plaintiff's limited operations, and therefore denies same. It denies the remaining allegations of Paragraph 42.

43. Paragraph 43 states legal conclusions to which no response is required. To the extent any response is required, Twin City denies the allegations of Paragraph 43 and denies that Plaintiff is entitled to coverage under the Policy.

44. Paragraph 44 asserts legal conclusions to which no response is required. To the extent any response is required, Twin City denies the allegations of Paragraph 44 and denies that Plaintiff is entitled to coverage under the Policy.

45. Paragraph 45 asserts legal conclusions to which no response is required. To the extent any response is required, Twin City denies the allegations of Paragraph 45 and denies that Plaintiff is entitled to coverage under the Policy.

46. Twin City admits that Rinnigade submitted a claim to Twin City. Twin City denies the remaining allegations of Paragraph 46 and denies that Plaintiff is entitled to coverage under the Policy.

47. Twin City admits that it notified Rinnigade that it denied coverage of the claim in a letter dated April 16, 2020. The remaining allegations in Paragraph 47 assert legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the remaining allegations of Paragraph 47 and denies that Plaintiff is entitled to coverage under the Policy.

48. Twin City admits that Paragraph 48 purports to quote a statement on The Hartford website, which speaks for itself. Twin City denies the remaining allegations in Paragraph 48.

CLASS ACTION ALLEGATIONS

49. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies that it has engaged in a unified course of conduct, and denies the remaining allegations in Paragraph 49.

50. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. The remaining allegations of Paragraph 50 state legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the remaining allegations in Paragraph 50 and denies that certification of any class is proper under Rule 23.

51. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders, and that Paragraph 51 purports to define the proposed classes. Twin City denies the remaining allegations in Paragraph 51 and denies that certification of these classes, or any other class is proper under Rule 23.

52. Twin City admits that Rinnigade purports to bring this case on behalf of a class as defined in the Complaint and that Paragraph 52 seeks to exclude certain persons from the class definitions. Twin City denies the remaining allegations in Paragraph 52 and denies that certification of any class is proper under Rule 23.

53. Paragraph 53 asserts legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 53 and denies that Plaintiff is entitled to coverage under the Policy.

54. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. The remaining allegations of Paragraph 54 state legal conclusions to which no answer is required. To the extent an answer is required, Twin City denies the remaining allegations in Paragraph 54 and denies that certification of any class is proper under Rule 23.

55. Paragraph 55 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 55, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

56. Paragraph 56 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 56, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

57. Paragraph 57 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 57, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

58. Paragraph 58 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 58, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

59. Paragraph 59 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 59, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

60. Paragraph 60 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 60, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

61. Paragraph 61 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 61, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

62. Paragraph 62 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 62, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

63. Paragraph 63 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 63, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

64. Paragraph 64 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 64, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

65. Paragraph 65 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 65, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

66. Paragraph 66 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 66, denies that any class may be certified, and denies that Plaintiff is entitled to coverage under the Policy.

RESPONSES TO FIRST CAUSE OF ACTION

67. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

68. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 68 and denies that certification of any class is proper under Rule 23.

69. Paragraph 69 states legal conclusions to which no response is required. To the extent a response is required, Twin City denies the allegations of Paragraph 69.

70. Twin City admits that it issued an insurance Policy to Rinnigade, and that Rinnigade paid premiums, but denies the remaining allegations as to Rinnigade. The terms, conditions, and exclusions of the Policy speak for themselves. Twin City denies all further remaining allegations in Paragraph 70.

71. Twin City denies the allegations of Paragraph 71. The terms, conditions, and exclusions of the Policy speak for themselves.

72. Paragraph 72 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 72.

73. Paragraph 73 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 73.

74. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 74.

75. Paragraph 75 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 75.

76. Twin City admits that Rinnigade purports to seek the relief requested in this action. Twin City denies the remaining allegations of Paragraph 76 and denies that Plaintiff or the putative class is entitled to coverage under the Policy.

77. Paragraph 77 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 77, and prays that the Court deny the relief requested, or any other relief.

RESPONSES TO SECOND CAUSE OF ACTION

78. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

79. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 79 and denies that certification of any class is proper under Rule 23.

80. Twin City admits that Rinnigade paid a premium for the Policy. The remaining allegations of Paragraph 80 are a legal conclusion to which no answer is required. To the extent that a response is required, Twin City denies the remaining allegations of Paragraph 80.

81. Twin City denies the allegations of Paragraph 81. The terms, conditions, and exclusions of the Policy speak for themselves.

82. Paragraph 82 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 82.

83. Paragraph 83 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 83.

84. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 84.

85. Paragraph 85 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 85 and denies that Plaintiff or the purported class is entitled to coverage under the Policy.

86. Paragraph 86 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 86.

87. Paragraph 87 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 87. Twin City prays that the Court deny the relief requested, or any other relief.

RESPONSES TO THIRD CAUSE OF ACTION

88. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

89. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 89 and denies that certification of any class is proper under Rule 23.

90. Paragraph 90 states legal conclusions to which no response is required. To the extent a response is required, Twin City denies the allegations of Paragraph 90.

91. Twin City admits that it issued a policy to Rinnigade, for which Rinnigade paid premiums. It denies the remaining allegations as to Rinnigade in Paragraph 91. The terms, conditions, and exclusions of the Policy speak for themselves. Twin City denies all remaining allegations in Paragraph 91.

92. Twin City denies the allegations in Paragraph 92. The terms, conditions, and exclusions of the Policy speak for themselves.

93. Paragraph 93 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 93.

94. Paragraph 94 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 94.

95. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 95.

96. Paragraph 96 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 96.

97. Twin City admits that Rinnigade purports to seek the relief requested in this action. Twin City denies the remaining allegations of Paragraph 97 and denies that Plaintiff or the purported class is entitled to coverage under the Policy.

98. Paragraph 98 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 98. Twin City prays that the Court deny the relief requested, or any other relief.

RESPONSES TO FOURTH CAUSE OF ACTION

99. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

100. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 100 and denies that certification of any class is proper under Rule 23.

101. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 101.

102. Twin City denies the allegations of Paragraph 102. The terms, conditions, and exclusions of the Policy speak for themselves.

103. Paragraph 103 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 103.

104. Paragraph 104 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 104.

105. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 105.

106. Paragraph 106 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 106 and denies that Plaintiff or the putative class is entitled to coverage under the Policy.

107. Paragraph 107 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 107. Twin City prays that the Court deny the relief requested, or any other relief.

RESPONSES TO FIFTH CAUSE OF ACTION

108. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

109. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 109 and denies that certification of any class is proper under Rule 23.

110. Paragraph 110 states legal conclusions to which no response is required. To the extent a response is required, Twin City denies the allegations of Paragraph 110.

111. Twin City denies the allegations of Paragraph 111. The terms, conditions, and exclusions of the Policy speak for themselves.

112. Twin City denies the allegations of Paragraph 112. The terms, conditions, and exclusions of the Policy speak for themselves.

113. Paragraph 113 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 113.

114. Paragraph 114 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 114.

115. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 115.

116. Paragraph 116 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 116.

117. Twin City admits that Rinnigade purports to seek the relief requested in this action. Twin City denies the remaining allegations of Paragraph 117 and denies that Plaintiff or the putative class is entitled to coverage under the Policy.

118. Paragraph 118 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 118. Twin City prays that the Court deny the relief requested, or any other relief.

RESPONSES TO SIXTH CAUSE OF ACTION

119. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

120. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 120 and denies that certification of any class is proper under Rule 23.

121. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 121.

122. Twin City denies the allegations of Paragraph 122. The terms, conditions, and exclusions of the Policy speak for themselves.

123. Paragraph 123 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 123.

124. Paragraph 124 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 124.

125. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 125.

126. Paragraph 126 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 126 and denies that Plaintiff or the putative class is entitled to coverage under the Policy.

127. Paragraph 127 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 127. Twin City Prays that the Court deny the relief requested, or any other relief.

RESPONSES TO SEVENTH CAUSE OF ACTION

128. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

129. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 129 and denies that certification of any class is proper under Rule 23.

130. Paragraph 130 states legal conclusions to which no response is required. To the extent a response is required, Twin City denies the allegations of Paragraph 130.

131. Twin City denies the allegations of Paragraph 131. The terms, conditions, and exclusions of the Policy speak for themselves.

132. Twin City denies the allegations of Paragraph 132. The terms, conditions, and exclusions of the Policy speak for themselves.

133. Paragraph 133 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 133.

134. Paragraph 134 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 134.

135. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 135.

136. Paragraph 136 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 136.

137. Twin City admits that Rinnigade purports to seek the relief requested in this action. Twin City denies the remaining allegations of Paragraph 137 and denies that Plaintiff or the putative class is entitled to coverage under the Policy.

138. Paragraph 138 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 138. Twin City prays that the Court deny the relief requested, or any other relief.

RESPONSES TO EIGHTH CAUSE OF ACTION

139. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

140. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 140 and denies that certification of any class is proper under Rule 23.

141. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 141.

142. Twin City denies the allegations of Paragraph 142. The terms, conditions, and exclusions of the Policy speak for themselves.

143. Paragraph 143 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 143.

144. Paragraph 144 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 144.

145. Twin City admits that Rinnigade paid a premium for the Policy. Twin City denies the remaining allegations of Paragraph 145.

146. Paragraph 146 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 146 and denies that Plaintiff or the putative class is entitled to coverage under the Policy.

147. Paragraph 147 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 147. Twin City prays that the Court deny the relief requested, or any other relief.

RESPONSES TO NINTH CAUSE OF ACTION

148. Twin City restates and incorporates by reference Twin City's responses to the proceeding paragraphs as if fully set forth herein.

149. Twin City admits that Rinnigade purports to bring this action on behalf of itself and other policyholders. Twin City denies the remaining allegations in Paragraph 149 and denies that certification of any class is proper under M.G.L. c. 93A §§ 2 and 11.

150. Paragraph 150 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 150.

151. Paragraph 151 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 151.

152. Paragraph 152 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 152.

153. Paragraph 153 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 153.

154. Paragraph 154 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 154.

155. Paragraph 155 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 155.

156. Paragraph 156 states legal conclusions to which no response is required. To the extent any further response is required, Twin City denies the allegations of Paragraph 156.

AFFIRMATIVE DEFENSES

Without assuming any burden of proof that it would not otherwise bear, Twin City asserts the following defenses. Twin City reserves the right to assert further defenses that may arise or be identified in the course of further investigation, discovery, or litigation of this action, including, in the event any class is certified, the right to advance additional defenses pertinent to class members.

1. The Complaint fails to state a cause of action upon which relief may be granted.
2. Plaintiff's claims may be barred or limited, in whole or in part, to the extent there is no direct physical loss of or direct physical damage to covered property.
3. Plaintiff's claims may be barred or limited, in whole or in part, because there is no Covered Cause of Loss, as defined in the Policy. (*See* Form SS 00 07 07 05 at 2).
4. Plaintiff's claims may be barred or limited, in whole or in part, because the interruption to Plaintiff's business, if any, was not due to the "direct physical loss of or physical damage to Covered Property... caused by or resulting from a Covered Cause of Loss." (*See* Form SS 00 07 07 05 at 1).
5. The Policy is the sole agreement between the parties, and Twin City did not breach any Policy terms. Any written directive, order or other writing not between Twin City and its policyholder cannot change, amend or supplement the contractual arrangement between the parties.
6. Twin City's obligations in the Policy are defined, limited, and controlled by the terms and conditions of the Policy, including, but not limited to, the coverages, limits, sub-limits, exclusions, endorsements, conditions, and all other terms set forth therein.
7. Plaintiff's claims may be barred or limited, in whole or in part, to the extent that Plaintiff failed to perform its obligations under the Policy.

8. Plaintiff's claims may be barred or limited, in whole or in part, to the extent Plaintiff seeks relief for damages or losses not covered by the Policy.

9. The Policy contains a General Condition titled "Insurance Under Two Or More Coverages." (Form SS 00 05 10 08 at 2). Plaintiff's claims may be limited, in whole or in part, to the extent the Insurance Under Two Or More Coverages provision is applicable to the loss or damage.

10. Plaintiff's claims may be barred or limited, in whole or in part, to the extent other insurance or contributing insurance is applicable to the alleged loss or damage.

11. Plaintiff's claims may be barred or limited, in whole or in part, by applicable deductibles, retentions, and/or limits and sub-limits (including per occurrence limits) contained in the Policy.

12. Plaintiff's claims may be barred or limited, in whole or in part, to the extent Plaintiff seeks to recover for loss incurred outside the Period of Restoration.

13. Plaintiff's claims may be barred or limited, in whole or in part, to the extent coverage is excluded by express provisions of law or public policy.

14. Plaintiff's claims may be barred or limited, in whole or in part, to the extent that conditions precedent and subsequent to the availability of insurance coverage under the Policy have not been satisfied.

15. Twin City's obligation to Plaintiff, if any, is subject to offset for recoveries by Plaintiff from other persons or entities.

16. Plaintiff's claims may be limited, in whole or in part, by the valuation provisions in the Policy.

17. The Policy contains an “Ordinance or Law” provision. (*See* Form SS 00 07 07 05 at 7-9). Plaintiff’s claims may be barred or limited, in whole or in part, to the extent that the alleged loss or damage, if any, is excluded by the Additional Exclusions portion of the Ordinance or Law provision.

18. The Policy contains an exclusion titled “Consequential Losses.” (*See* Form SS 00 07 07 05 at 17). Plaintiff’s claims may be barred or limited, in whole or in part, to the extent that the alleged loss or damages, if any, are excluded by the Consequential Losses exclusion.

19. The Policy contains an exclusion titled “Pollution.” (*See* Form SS 00 07 07 05 at 17). Plaintiff’s claims may be barred or limited, in whole or in part, to the extent that the alleged loss or damages, if any, are excluded by the Pollution exclusion.

20. The Policy contains an Additional Coverage provision for “Civil Authority.” (*See* Form SS 00 07 07 05 at 11). Plaintiff’s claims may be barred or limited, in whole or in part, by the time period and/or sub-limits, if any, applicable to the Civil Authority provision.

21. The Policy contains Additional Coverage provisions for “Extended Business Income.” (*See* Form SS 00 07 07 05 at 11). Plaintiff’s claims may be barred or limited, in whole or in part, by the time period and/or sub-limits, if any, applicable to the Extended Business Income provision.

22. The Policy contains an Additional Coverage provision for “Business Income from Dependent Properties.” (*See* Form SS 00 07 07 05 at 11-12). Plaintiff’s claims may be barred or limited, in whole or in part, by the time period and/or sub-limits applicable to the Business Income from Dependent Properties provision.

23. The Policy contains an Additional Coverage provision for “Extra Expense.” (*See* Form SS 00 07 07 05 at 10-11). Plaintiff’s claims may be barred or limited, in whole or in part, by the time period and/or sub-limits applicable to the Extra Expense provision.

24. Plaintiff’s claims may be barred or limited, in whole or in part, to the extent that Plaintiff failed to mitigate damages, if any. To the extent Plaintiff failed to take reasonable steps to mitigate Plaintiff’s alleged damages, if any, Plaintiff should be denied any recovery in this action.

25. The Policy contains an exclusion titled “Acts or Decisions.” (*See* Form SS 00 07 07 05 at 18). Plaintiff’s claims are barred or limited, in whole or in part, to the extent that the alleged loss or damage, if any, is excluded by the Acts or Decisions exclusion.

26. Plaintiff’s claims may be barred or limited, in whole or in part, by the doctrines of waiver, estoppel, and/or unclean hands.

27. Plaintiff’s claims may be barred or limited, in whole or in part, because Twin City has at all relevant times acted reasonably and in good faith.

28. Plaintiff’s claims may be barred or limited, in whole or in part, to the extent that a bona fide dispute exists regarding coverage.

29. Plaintiff’s claims may be barred or limited, in whole or in part, to the extent that Twin City had a reasonable basis to deny Plaintiff’s insurance claim.

30. Plaintiff’s claims may be barred or limited, in whole or in part, because Twin City conducted a reasonable and adequate investigation of all bases of Plaintiff’s insurance claim.

31. Plaintiff’s class claims are barred because they fail to meet the requirements for class certification under Fed. R. Civ. P. 23.

32. The court lacks personal jurisdiction over Twin City with respect to any claims on behalf of putative class members that arise outside the Commonwealth of Massachusetts.

33. Plaintiff lacks standing to represent the interests of out-of-state putative class members.

34. Plaintiff and/or purported class members who do not reside in Massachusetts lack standing to bring statutory and/or common law claims under Massachusetts law.

35. Even if not applicable to Plaintiff, some or all of the defenses asserted above may be applicable to one or more of the putative class members whom Plaintiff may seek to represent. In the event that any attempt is made to certify a class in this action, Defendant reserves the right to identify and advance any further defenses that may apply to persons other than the named Plaintiff.

36. Plaintiff's claims may be barred or limited, in whole or in part, by additional defenses that cannot now be articulated because of the generality of the pleadings, and other presently undeveloped information. Accordingly, Twin City reserves the right to supplement the foregoing defenses as may appear as this case progresses to the full extent permissible by law.

WHEREFORE, having fully answered the Complaint, Defendant prays that this Court:

- a) deny certification of the classes alleged, or any other classes;
- b) deny the relief sought in the Complaint;
- c) dismiss the Complaint in its entirety with prejudice;
- d) enter judgment in favor of Twin City, and against Plaintiff;
- e) award Defendant its costs and expenses, including attorneys' fees; and
- f) award Defendant such other and further relief as the Court deems just and proper.

JURY DEMAND

Twin City hereby demands trial by jury on all issues so triable.

Dated: July 13, 2020

Respectfully submitted,

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Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the CM/ECF system will be sent electronically to the registered participants as identified on the NEF on July 13, 2020.

/s/ Danielle Andrews Long
Danielle Andrews Long