

# **Exhibit A**

03/31/2020

CT Log Number 537473491

**TO:** Michael Johnson, Legal Assistant  
The Hartford  
1 Hartford Plz, HO-1-09  
Hartford, CT 06155-0001

**RE: Process Served in South Carolina**

**FOR:** Twin City Fire Insurance Company (Domestic State: IN)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** COFFEY & MCKENZIE, LLC, Pltf. vs. TWIN CITY FIRE INSURANCE COMPANY, etc., Dft.  
**DOCUMENT(S) SERVED:** -  
**COURT/AGENCY:** None Specified  
Case # 2020CP1400160  
**NATURE OF ACTION:** Insurance Litigation  
**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Columbia, SC  
**DATE AND HOUR OF SERVICE:** By Certified Mail on 03/31/2020 postmarked on 03/30/2020  
**JURISDICTION SERVED :** South Carolina  
**APPEARANCE OR ANSWER DUE:** None Specified  
**ATTORNEY(S) / SENDER(S):** None Specified  
**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/31/2020, Expected Purge Date: 04/05/2020  
Image SOP  
Email Notification, Michael Johnson MICHAEL.JOHNSON@THEHARTFORD.COM  
Email Notification, Fiona Rosenberg Fiona.Rosenberg@thehartford.com  
**SIGNED:** CT Corporation System  
**ADDRESS:** 155 Federal St Ste 700  
Boston, MA 02110-1727  
**For Questions:** 800-448-5350  
MajorAccountTeam1@wolterskluwer.com

8  
STATE OF SOUTH CAROLINA  
DEPARTMENT OF INSURANCE  
P.O. BOX 100105  
COLUMBIA, S.C. 29202-3105



9489 0090 0027 6032 6601 64

Label 630-PB, Oct. 2015  
Pitney Bowes



U.S. POSTAGE PITNEY BOWES  
ZIP 29201 \$ 006.45<sup>0</sup>  
02 4W  
0000345957 MAR. 30. 2020

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**SERVICE OF PROCESS**

TWIN CITY FIRE INSURANCE COMPANY  
c/o CT Corporation System  
2 Office Park Court, Suite 103  
Columbia, SC 29223-0000





# South Carolina Department of Insurance

Capitol Center  
1201 Main Street, Suite 1000  
Columbia, South Carolina 29201

**HENRY McMASTER**  
Governor

**RAYMOND G. FARMER**  
Director

Mailing Address:  
P.O. Box 100105, Columbia, S.C. 29202-3105  
Telephone: (803) 737-6160

March 30, 2020

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
TWIN CITY FIRE INSURANCE COMPANY  
c/o CT Corporation System  
2 Office Park Court, Suite 103  
Columbia, SC 29223-0000

Dear Sir:

On March 30, 2020, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

**You must promptly acknowledge in writing your receipt of this accepted process to [sdubois@doi.sc.gov](mailto:sdubois@doi.sc.gov). When replying, please refer to File Number 178652, Coffey & McKenzie, LLC v. TWIN CITY FIRE INSURANCE COMPANY, 2020-CP-14-00160.**

By:

Handwritten signature of David E. Belton in black ink.

David E. Belton  
Senior Associate General Counsel  
(803)737-6200

Sincerely Yours,

Raymond G. Farmer  
Director  
State of South Carolina  
Department of Insurance

Attachment

CC: Steven S. McKenzie  
Post Office Box 1292  
Manning, SC 29102

STATE OF SOUTH CAROLINA

)  
) IN THE COURT OF COMMON PLEAS

COUNTY OF CLARENDON

COFFEY & MCKENZIE, LLC,

CASE NO. 2020-CP-14-\_\_\_\_

Plaintiff,

**SUMMONS**

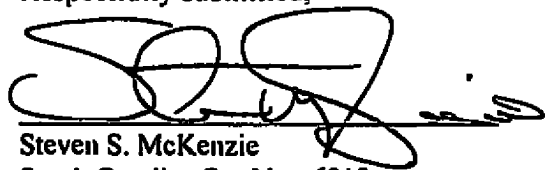
vs.

TWIN CITY FIRE INSURANCE COMPANY,  
D/B/A THE HARTFORD,

Defendant,

**YOU ARE HEREBY SUMMONED** and required to answer the complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the said complaint on the subscriber at his office, P.o. box 1292, 2 North Brooks Street, Manning, South Carolina, 29102, within thirty (30) days after service thereof exclusive of the day of such service, and if you fail to answer the complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,



Steven S. McKenzie  
South Carolina Bar No.: 6919  
2 North Brooks Street  
P.O. Box 1292  
Manning, South Carolina 29102  
803-435-8847 (Telephone)  
803-435-8915 (Facsimile)  
smckenzie@ccmlawsc.com

March 26, 2020

STATE OF SOUTH CAROLINA

)

) IN THE COURT OF COMMON PLEAS

COUNTY OF CLARENDON

)

)

COFFEY & MCKENZIE, LLC,

)

CASE NO. 2020-CP-14-\_\_\_\_

)

Plaintiff,

)

COMPLAINT  
(BAD FAITH)

)

)

vs.

)

)

TWIN CITY FIRE INSURANCE COMPANY,  
D/B/A THE HARTFORD,

)

)

)

)

Defendant,

)

)

COMES NOW, the Plaintiff, alleging and complaining of the Defendants as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. The Plaintiff is a Limited Liability Company organized and existing pursuant to the State of South Carolina.
2. Twin City Fire Insurance Company d/b/a The Hartford is an insurance company organized and existing under the laws of a State other than South Carolina; however, doing business in Clarendon County, South Carolina and throughout the United States.
3. The acts or omissions of the Defendant giving rise to this action all arose in Clarendon County, South Carolina.
4. Venue is proper and jurisdiction are proper for the foregoing reasons.

**FACTUAL BACKGROUND**

5. The Plaintiff repeats the general allegations of the complaint as if stated here verbatim.
6. On July 8, 2019, the Plaintiff and Defendant entered into a contract of insurance wherein the Defendant agreed to provide hazard insurance, business interruption insurance as well as additional insurance coverages in exchange for the Plaintiff paying to the Defendant the

sum of \$9,573.00. Said funds were tendered to the Plaintiff and the contract of insurance was issued to the Defendant on or about July 8, 2019. The coverage period for the insurance contract is from July 20, 2019 until July 20, 2021. The Plaintiff is a law firm engaging in the general practice of law located in Clarendon County, South Carolina

7. On March 9, 2020, the South Carolina Supreme Court issued an Order suspending all Court operations in the State of South Carolina because of the Covaid-19 virus. Many other non-essential State agencies were also shuttered by Order of the Governor of the State of South Carolina.
8. As a result of the closing of all Courts in the State of South Carolina and other governmental agencies, as well as the effects of this natural disaster upon the general public, the Plaintiff contacted the Defendant and reported a business interruption claim pursuant to contract of insurance between the Plaintiff and Defendant as of March 9, 2020.
9. The Defendant, through its representative/agent, verbally and immediately refused to honor the contract of insurance between the parties. The Plaintiff has not received any other communication from the Defendant since the initial claim for coverage was made.
10. On March 20, 2020, the Plaintiff lodged a complaint with the South Carolina Department of Insurance for claim denial and bad faith adjusting of the claim against the Defendant.

**FOR A FIRST CAUSE OF ACTION**  
**(Violation of S.C. Code §§ 38-59-20 and -40)**

11. The Plaintiff repeats the general allegations of the complaint as if stated again verbatim.
12. The Defendants violated one or more sections of this statute and/or other statutes prohibiting insurers' improper claims practices, bad faith, and other tortious acts.
13. The insurance commissioner has been notified and a hearing has been requested.
14. The Defendant has been notified that the Plaintiff is aware of the acts which violated codified and common law, and the Defendant has continued and continues to act in bad faith and engage in improper claim practices.
15. The Defendant's bad faith, improper claims practices, and violations of this statute have caused the Plaintiff to incur damages, including litigation costs, inability to pay medical bills, and other damages.
16. The Plaintiff is therefore informed and believes he is entitled to judgment against the Defendants for actual and punitive damages.

**FOR SECOND CAUSE OF ACTION**

**(Declaratory Judgment)**

17. All other allegations, to the extent that they are not inconsistent herewith, are hereby incorporated by reference.
18. Pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code § 15-53-10 *et seq.*, the Plaintiff seeks a judicial declaration of the rights, status, and other legal relationships of the parties to this action regarding the various claims against the Defendant. The Plaintiff seeks a declaration as to the liability of the Defendant, the nature and extent of the contractual liability of the Defendant.
19. Finally, the Plaintiff seeks a declaration from the Court that the Defendant's claim's practices constitute Bad Faith.
20. Upon information and belief, a declaration that an action against the Defendant pursuant to S. C. Code §§ 38-59-20 and -40 at this stage serves equity and is proper.

**FOR FOURTH CAUSE OF ACTION**

**(Breach of Contract)**

21. All other allegations, to the extent that they are not inconsistent herewith, are hereby incorporated by reference.
22. A contract was entered into by the parties dated July 8, 2019. The contract's period was from July 20, 2019 until July 20, 2020. The Plaintiff exercised its rights under the contract. The Defendant breached the contract of insurance by failing to pay claims agreed upon in the insurance contract.
23. The Plaintiff sustained damages and continues to sustain damages as a direct result of the breach.
24. The Plaintiff is therefore informed and believes it is entitled to judgment against the Defendant for actual damages.

**FOR FIFTH CAUSE OF ACTION**

**(Bad faith Refusal to Pay Insurance Claim)**

25. All other allegations, to the extent that they are not inconsistent herewith, are hereby incorporated by reference.



26. That the Plaintiff is informed and believes that the Defendant owed the Plaintiff a duty of good faith and fair dealing and implicitly covenanted to refrain from doing duty of good faith fair dealing and implicitly covenanted to refrain from doing anything to impair Plaintiff's rights to receive benefits under the insurance contract.
27. That Defendant, through their agents, servants and/or employees, knowing that Plaintiff's claim is wholly valid and should be paid, have wrongfully and in breach of the implied covenant of good faith and fair dealing, withheld and denied the benefits due Plaintiff. In denying it's claim for benefits, Defendant has acted wrongfully, unreasonably and in bad faith in the following respects, among others.
- a. Defendant failed and refused to make an adequate investigation before withholding benefits under the contract of insurance.
  - b. Defendant refused and continues to refuse to give reasonable interpretations to the provisions in the policy of insurance, or any reasonable application of such provisions to Plaintiff's claim and has acted to protect its own financial interest therein at the expense of Plaintiff's rights.
  - c. Defendant has failed to provide Plaintiff's claim in relation to the insurance policy, the facts or applicable law.
  - d. Defendant's refusal to pay benefits due compelled Plaintiff to engage legal counsel to initiate litigation to recover such benefits.
28. That as a direct and proximate result of the conduct of the Defendant, the plaintiff has sustained substantial compensable losses including withheld benefits, certain consequential damages, attorney fees and costs.
29. That Defendant's actions are willful, wanton and/or in reckless disregard for Plaintiff's rights and the Plaintiff is informed and believes that it is entitled punitive damages against the Defendant to be determined by the trier of facts.

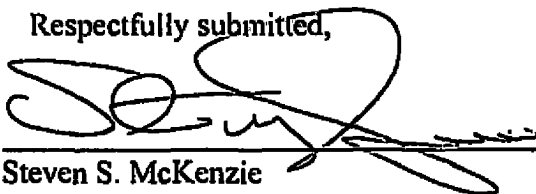
**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff prays for judgment against the Defendant and for the following:

- a. Actual damages;
- b. Compensatory damages;
- c. Consequential damages;
- d. Punitive damages;

- e. the costs of this action;
- f. attorney's fees;
- g. a declaration that the Plaintiffs suit against the Defendants is proper, and an Order declaring that the contract is binding upon the parties to this action;
- h. a trial by a jury; and
- i. for such other and further relief as the Court deems just and proper.

Respectfully submitted,



Steven S. McKenzie  
2 North Brooks  
P.O. Box 1292  
Manning, South Carolina 29102  
803-435-8847 (telephone)  
803-435-8915 (facsimile)  
smckenzie@ccmlawsc.com

March 27, 2020