

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
Civil Action No. 7:17-CV00001

RIGGINGS HOMEOWNERS, INC.,)	
)	
Plaintiff,)	
)	
v.)	COMPLAINT
)	
HARTFORD INSURANCE COMPANY)	
OF THE MIDWEST,)	
)	
Defendant.)	
_____)	

PLAINTIFF, COMPLAINING OF THE DEFENDANT, ALLEGES AND SAYS:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Riggings Homeowners, Inc. (“Plaintiff” or “Riggings”) is a North Carolina nonprofit corporation with its principal place of business located in New Hanover County, North Carolina. During the time periods relevant to this Complaint, Riggings also may have done business as, among other names, “The Riggings Homeowner’s Association, Inc.,” “The Riggings Homeowners’ Association, Inc.,” “Riggings Homeowners’ Association, Inc.,” “Riggings Homeowner’s Association, Inc.,” “Riggings Homeowners’ Association,” and/or “The Riggings.”

2. Pursuant to “The Riggings Condominium Declaration,” recorded on August 16, 1982 in Book 1207, beginning at Page 204, New Hanover Register of Deeds, and other documents and laws, Plaintiff has actual and apparent authority to govern, manage, maintain and repair that certain real property, including four condominium buildings located in the Town of Kure Beach, New Hanover County, North Carolina, which property is more particularly described in the above-referenced Condominium Declaration and in that certain Warranty Deed, dated September 6, 1989,

and recorded in Book 1469, beginning at Page 544, New Hanover County Register of Deeds (property hereinafter referred to as “Riggings Condominiums”).

3. Upon information and belief, Defendant Hartford Insurance Company of the Midwest (“Defendant” or “Hartford”) is a foreign corporation domiciled in the State of Indiana, with its principal office and place of business located at 501 Pennsylvania Parkway, Suite 400, Indianapolis, IN, 46280. Upon information and belief, Hartford has been and is authorized to, and has been and is doing, business in the State of North Carolina and is subject to the personal jurisdiction of this Court.

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (federal question) because the action is one arising under the laws of the United States; specifically, the National Flood Insurance Act of 1968, 42 U.S.C. §§ 4001 et seq., as amended (the “NFIA”), and federal common law. The Court has supplemental/ pendent jurisdiction over the state law claims in this action pursuant to 28 U.S.C. § 1367(a). Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) and 42 U.S.C. § 4053.

FACTUAL ALLEGATIONS

The Subject Insurance Policy

5. This action arises out of Defendant’s (and others’) unlawful interpretation and implementation of one or more flood insurance policies issued pursuant to the National Flood Insurance Program. (“NFIP”). See 42 U.S.C. § 4011 et seq. The NFIP is a federally supervised and guaranteed insurance program administered by the Federal Emergency Management Agency (“FEMA”), pursuant to the NFIA and its implementing regulations.

6. Pursuant to 42 U.S.C. § 4081(a), and other applicable sections of the NFIA and its implementing regulations (see 44 C.F.R. § 62.23), FEMA created the Write-Your-Own Program (“WYO Program”), which allows private insurers to issue and administer flood insurance policies under the NFIP to assist FEMA in its statutory duty to administer the NFIP. The WYO Program allows a private insurance company (“WYO Company”) to issue a Standard Flood Insurance Policy (“SFIP”) in its name, while also serving as fiscal agent of the United States Government.

7. Defendant Hartford is a WYO Company, and its relationship to Plaintiff with regard to all matters relevant to this Complaint is in that capacity, among other things. As a WYO Company, Hartford is responsible for arranging the lawful and proper adjustment, settlement, payment, and defense of all flood insurance claims arising under the SFIP’s it writes, including those written to Plaintiff.

8. Each of the four condominium buildings which constitute the Riggings Condominiums is covered by its own separate SFIP. The policy most directly at issue in this case is an SFIP issued to Plaintiff and administered by Defendant Hartford, policy number 99015548962015, which provided flood coverage to “Building 1” of the Riggings Condominiums during the policy term from 02/10/2015 thru 02/10/2016 (the “Policy”).

9. At all times relevant to this Complaint, Plaintiff (1) timely paid the correct premiums on the Policy; (2) fully complied with all terms and conditions of the Policy; and (3) timely furnished accurate information and statements to Defendant. At all times and in all respects, Plaintiff satisfied its obligations under the Policy.

Flood Loss/Damages Suffered by Plaintiff

10. From October 2nd through October 5th of 2015, the Town of Kure Beach, North Carolina experienced an exceptionally damaging and dangerous series of tides, rainwaters and ocean wave flooding events associated with Hurricane Joaquin. Described as a “historic flooding event,” coastal areas of North and South Carolina saw rainfall of over twenty inches, and the rainfall totals for this weather event caused it to be labeled a “1000 year flood event” for many areas of the North and South Carolina coast.

11. “Building 1” and “Building 4” of the Riggings Condominiums are directly adjacent to the waters of the Atlantic Ocean. Ocean floodwaters directly and repeatedly reached both Building 1 and Building 4, causing serious and sudden water and erosion damage, which directly undermined and substantially damaged both buildings, including serious damage to the foundation support structures. The loss and damages to Building 1 (and Building 4) were direct physical losses by or from flood within the definitions, terms, and conditions of the Policy (and the SFIP covering Building 4); are not subject to any exclusions of the Policy (and the SFIP covering Building 4); and, therefore, are covered losses under the Policy (and the SFIP covering Building 4).

12. On October 8, 2015, the building inspector for the Town of Kure Beach personally observed the direct and significant flood damage and undermining at Buildings 1 and 4, specifically noting that he was able to see the concrete subfloors of Building 1, which had become exposed due to the acute, extensive erosion and scouring away of the supporting beach profile and ground, directly caused by the repeated wave energy and flooding events produced during Hurricane Joaquin.

13. On or about October 22, 2015, almost two weeks later during which time portions of the beach profile recovered some elevation, DONAN Engineering Co., Inc. (“DONAN”) conducted a site visit and inspection of Building 1 on behalf of Defendant Hartford. In communications with Hartford, Plaintiff was informed that the DONAN engineer’s report would be made available to Plaintiff, in order to facilitate filing a claim under the Policy, within two weeks. On or about November 17, 2015, almost six weeks after the hurricane storm event, DONAN conducted a separate site visit and inspection of Building 4.

14. Although it was later revealed that the DONAN reports were first produced to Defendant Hartford as of December 9, 2015 for Building 1 and December 11, 2015 for Building 4, these reports were not provided to Plaintiff until much later.

15. Upon information and belief, Defendant Hartford deliberately withheld the information contained in the DONAN reports with the intent to frustrate Plaintiff’s timely filing of Proofs of Loss for Building 1 and Building 4, with full knowledge that Plaintiff had requested that information and was relying on it to timely and completely file its claims.

16. Without the information gathered by Defendant Hartford, Plaintiff was compelled, at significant cost, to seek its own expert opinions regarding the damage and the costs to repair. On or about December 4, 2015, Plaintiff filed its Proof of Loss as to Building 1. The Proof of Loss estimated the “Full Cost of (flood damage) Repair or Replacement” to Building 1 to be \$680,000.00. At the same time, Plaintiff filed its Proof of Loss for Building 4.

17. The amount stated in the Proofs of Loss were based on the expert reports obtained by Plaintiff (which expert reports later would be corroborated by amended/updated DONAN

reports), which showed that both Building 1 and Building 4 required leveling and supplementation or repair of the substructure of the buildings due to the direct undermining of those buildings by the wave energy and flooding events produced during Hurricane Joaquin.

18. In December of 2015 and January 2016, Plaintiff consistently communicated with Defendant's adjusters and claims agents regarding both Building 1 and Building 4. Plaintiff hired its own professional engineers to provide detailed analysis of the damages, and obtained quotes from appropriate contractors to correct and repair the damages caused by the wave energy and flooding events produced during Hurricane Joaquin.

19. On January 19, 2016, Plaintiff received a revised, proposed Proof of Loss and a "Final Report" for Building 4, substantially denying the vast majority of Plaintiff's claim on Building 4, but admitting the existence of "Covered Damage" under the SFIP covering Building 4 in the (pre-deductible) amount of \$11,455.09.

20. Plaintiff responded to the January 19, 2016 Revised Proof of Loss and Final Report for Building 4 by providing the NFIP Direct Servicing Agent with Plaintiff's independent expert research and assessments, along with the quotes for repair costs, and an updated Proof of Loss (dated January 29, 2016) estimating the "Full Cost of Repair or Replacement" to Building 4 to be \$640,013.37. At the request of the NFIP Direct Servicing Agent managing the claim on Building 4, DONAN conducted an additional review of Building 4 and its claim, incorporating the additional information provided by Plaintiff.

21. On or about February 11, 2016 Plaintiff was served by Defendant Hartford with a total denial of its claim for Building 1. The denial letter inexplicably was dated January 4, 2016 (the

“January 4, 2016 Denial Letter”), although it was not served on, provided to, or in any way noticed or delivered to Plaintiff at that time.

22. Upon information and belief, Defendant deliberately either back-dated the January 4, 2016 Denial Letter or postponed service of said letter in an attempt to hinder or prevent Plaintiff from filing a timely appeal of the denial.

23. On February 12, 2016, Plaintiff appealed Defendant Hartford’s total denial of the claim on Building 1 directly to FEMA.

24. Although Plaintiff had requested that Defendant Hartford incorporate the additional information provided by Plaintiff’s experts into its review process, Defendant Hartford refused to do so, and instead inexplicably based its total denial of Plaintiff’s claim on Building 1 solely on its original interpretations of DONAN’s initial reports.

25. However, upon review of Plaintiff’s additional materials with respect to Building 4, DONAN concluded that its initial report should be amended/updated in light of the additional available information.

26. Based on the amended/updated DONAN report, the “Covered Damage” for Building 4 ultimately was approved in the (pre-deductible) amount of \$578,034.98, directly confirming that the wave energy and flooding events produced during Hurricane Joaquin had caused covered losses to Building 4 under its SFIP.

27. All of the professional engineering assessments make clear that the mechanism of damage (i.e., wave energy and flooding events produced during Hurricane Joaquin) to Building 4

and Building 1 were the same, and the types of damage were substantially similar, as were the required repairs.

28. The claim for Building 4 was correctly amended and essentially allowed/paid in full (Plaintiff still believes that the Building 4 claim left out some relatively minor amounts of flood related repair work) once Defendant and its agents received Plaintiff's expert information and materials and, thereafter, provided a complete, lawful review under the terms of the Building 4 SFIP, which are identical in all relevant respects to the terms of the Policy covering Building 1.

29. Plaintiff's claim for Building 1 was unlawfully and improperly denied based on Defendant Hartford's knowing and willful refusal to fully or properly investigate and reasonably assess the claim on Building 1, and its refusal to consider relevant information provided by Plaintiff's experts for Building 1, which found the same damages to Building 1 as was ultimately accepted with regard to Building 4, located in the same beach profile relative to the Atlantic Ocean, and subject to the same wave energy and flood events produced during Hurricane Joaquin.

30. Upon information and belief, Defendant has a pattern and practice of wrongfully denying larger, legitimate flood insurance claims, such as Plaintiff's claim for Building 1, and such as was Defendant's initial response to Plaintiff's claim for Building 4.

31. Upon information and belief, Defendant has a pattern and practice of hindering or preventing, or attempting to hinder/prevent, the payment of legitimate claims through improper means, such as the actions and omissions described herein, and as will be further revealed during discovery.

32. As a result of Defendant's actions and omissions, Plaintiff has suffered, and continues to suffer extensive monetary damages. In addition to the actual insurance funds improperly withheld, the diminution in property values attributable to the delayed repairs, and lost rental revenue all attributable to Defendant's misconduct, the delay in repairs to Building 1 also forced Plaintiff to install needed temporary erosion control measures (sand bags) in front of Buildings 1 and 4 prior to undertaking the foundation repair work on said buildings, thereby now greatly increasing the costs of such repair work in that the sand bags will now have to be removed to perform such repair work.

33. Plaintiff's decision to install the needed sand bags (despite Defendant's unlawful delays and failure to allow claims) proved extremely wise, as these temporary erosion control structures protected Buildings 1 and 4, and the center pool complex from further flood damages that almost certainly would have occurred from the wave and tidal flooding associated with 2016 Hurricane Matthew.

FIRST CLAIM FOR RELIEF

(BREACH OF CONTRACT UNDER THE FEDERAL COMMON LAW)

34. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

35. Defendant entered into an enforceable contract of insurance (the Policy) with Plaintiff pursuant to which Defendant obligated itself to make payments for "direct physical loss by or from flood" in the amount which would make Plaintiff whole (after satisfaction of the deductible) and be sufficient to return Building 1 to its pre-flood condition, up to the Policy limits.

36. Between October 2 and October 5, 2015, Plaintiff suffered a “direct physical loss by or from flood” to Building 1. On the dates of the loss, the Policy between Plaintiff and Defendant was in full force and effect.

37. Defendant, by and through its agents, has materially breached and failed to perform its duties under the Policy by (a) denying and failing to honor Plaintiff’s satisfactory Proof of Loss on Building 1 by both incorrectly pricing damages and incorrectly interpreting coverage; (b) willfully failing to promptly and reasonably adjust the claim on Building 1; (c) failing to properly train and/or instruct its adjusters and/or agents; (d) failing to provide uniform and/or standard guidelines and/or materials to its adjusters and/or agents to properly evaluate claims; (e) willfully failing to timely provide sufficient funds for the repairs and replacements to Building 1; and (f) committing other material breaches of the Policy and/or wrongful acts or omissions to be shown at trial.

38. Plaintiff has complied with all conditions precedent to the bringing of this action, including but not limited to (a) timely paying the correct premiums on the Policy; (b) fully complying with all terms and conditions of the Policy; (c) timely providing accurate information and statements, including Proof of Loss, to Defendant; and (d) filing this action within one year of Defendant’s January 4, 2016 Denial Letter.

39. As a direct and proximate result of Defendant’s material breaches of the Policy and/or wrongful acts or omissions, Plaintiff has been damaged in an amount to be determined at trial.

SECOND CLAIM FOR RELIEF

(SPECIFIC PERFORMANCE)

40. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

41. Defendant Hartford entered into an enforceable contract of insurance (the Policy) with Plaintiff, by which it clearly and expressly agreed to provide insurance coverage for physical loss to property, contents and loss of use proximately caused by a flood. Plaintiff in turn paid Defendant Hartford substantial premiums in consideration for the agreed upon flood insurance coverage.

42. Plaintiff now has suffered severe damage to Building 1 as a proximate and direct result of the wave energy and flood events produced during Hurricane Joaquin and has consequently suffered damages to and been denied use of Building 1.

43. Plaintiff has fully performed its contractual obligations and is accordingly now entitled to specific performance of the Policy. The Court should therefore require Defendant Hartford to specifically perform its obligations under the Policy and pay all claims and damages related to the Policy for Building 1.

THIRD CLAIM FOR RELIEF

(DECLARATORY JUDGMENT)

44. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

45. Plaintiff seeks a declaratory judgment under the Federal Declaratory Judgment Act, 22 U.S.C. § 2201 *et seq.* and Fed. R. Civ. P. 57 for the purposes of determining a question of actual

controversy between the parties concerning rights, obligations, and coverages under the subject Policy.

46. Plaintiff seeks a declaration that the Policy provides full insurance coverage for all damage to Building 1, as well as the loss of use and other damages caused by the wave energy and flood events produced during Hurricane Joaquin, and that Defendant's denial of and failure to honor and pay Plaintiff's claim on Building 1 constitute willful, unlawful and grossly negligent actions and omissions, all to Plaintiff's great damage and detriment.

FOURTH CLAIM FOR RELIEF

(ESTOPPEL)

47. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

48. Defendant is precluded by the equitable doctrine of estoppel from claiming that the flood loss/damage to Building 1 described above is not covered under the Policy. Strong public policies in favor of full and lawful implementation of the NFIP allow such on the unique facts of this case, regardless of Defendant's role as a fiscal agent of the United States, for to not allow such on the facts here would invite WYO insurers, such as Defendant, to continue to engage in willful, egregious misconduct, such as that engaged in by Defendant here, with essentially no consequences.

49. The mechanism of damage (i.e., wave energy and flooding events produced during Hurricane Joaquin) to Building 4 and Building 1 were the same, and the types of damage were substantially similar, as were the required repairs. The fundamental difference between the approved and paid claim on Building 4 and the denied claim on Building 1 is that Defendant

willfully excluded and ignored the available pertinent information of Plaintiff's experts regarding Building 1, issuing a total claim denial, whereas that information was ultimately taken into consideration with respect to Building 4, resulting in a determination that the reported loss was covered by the SFIP for Building 4.

50. Defendant Hartford should be estopped and prohibited from arbitrarily claiming that the same type of loss/damage approved for Building 4 is not a covered type of loss/damage as to Building 1, particularly where Building 1 and Building 4 (i) are located in the same condominium complex, (ii) were constructed at the same time, (iii) are located on the same beach profile location relative to the flood waters of the Atlantic Ocean, (iv) were subject to the same wave energy and flooding events produced during Hurricane Joaquin, (v) suffered substantially the same types of damages, (vi) required the same types of repairs, and (vii) were issued substantively identical SFIP's.

FIFTH CLAIM FOR RELIEF

(STATE COMMON LAW NEGLIGENT MISREPRESENTATION)

51. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

52. Defendant Hartford had a duty to use reasonable care to ensure that its representations to Plaintiff concerning the Policy, and material matters relating thereto, were true and complete, and were fairly and adequately communicated to Plaintiff.

53. As described herein, in order to induce Plaintiff to procure and to pay premiums for the Policy, Defendant Hartford, by and through its agents, made various misrepresentations and material omissions to Plaintiff, including without limitation, misrepresentations and material

omissions regarding: (a) the scope of coverage under the Policy; (b) the adequacy of the Policy for Plaintiff's needs; (c) Defendant's intentions to ensure that Plaintiff would be compensated and/or made whole in the event of flood loss/damage to Building 1; (d) the methodologies used by Defendant to evaluate and pay claims; (e) the completeness of Defendant's investigations relating to the administration of Plaintiff's claim on Building 1; and (f) such other misrepresentations or material omissions as may be shown at trial.

54. Defendant Hartford breached its duty and negligently failed to exercise reasonable care in making complete and accurate representations to Plaintiff regarding the scope, terms, and conditions of the Policy; its suitability for Plaintiff's needs; Defendant's claims administration processes and methodologies; Defendant's investigation of Plaintiff's claim on Building 1; and other material matters related thereto.

55. Plaintiff reasonably and foreseeably relied, to its detriment, on Defendant Hartford's misrepresentations and material omissions, and as a direct and proximate result of said misrepresentations and material omissions, Plaintiff has been damaged in an amount in excess of \$25,000.00, the exact amount to be determined at trial.

SIXTH CLAIM FOR RELIEF

(STATE COMMON LAW UNJUST ENRICHMENT)

56. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

57. As described herein, Defendant Hartford has received substantial financial benefit from the premiums paid by Plaintiff on the Policy to provide financial protection to Plaintiff in the event of flood loss/damage to Building 1.

58. Despite realizing substantial benefit from Plaintiff, Defendant Hartford has denied and withheld payment of the insurance proceeds owed to Plaintiff for the flood loss/damage to Building 1.

59. Defendant Hartford has been unjustly enriched at Plaintiff's expense, in an amount in excess of \$25,000.00, the exact amount to be determined at trial.

SEVENTH CLAIM FOR RELIEF

(VIOLATION OF THE NATIONAL FLOOD INSURANCE ACT, CODE OF FEDERAL REGULATIONS AND FEDERAL COMMON LAW)

60. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

61. As described herein, Defendant Hartford negligently and in bad faith failed to adjust Plaintiff's claim on Building 1 properly and to compensate Plaintiff for its loss/damages to Building 1 as provided for under the Policy.

62. Through its acts and omissions described herein, Defendant Hartford, by and through its agents, has violated the NFIA, the flood insurance regulations issued by NFIP, and federal common law.

63. Defendant Hartford has violated the NFIA, flood insurance regulations, and federal common law and federal common law bad faith laws in the adjustment of Plaintiff's flood claims by, among other wrongful acts: (a) failing to timely adjust Plaintiff's flood claim as to Building 1; (b) knowingly excluding relevant information when assessing the claim; (c) denying and failing to honor Plaintiff's satisfactory Proof of Loss as to Building 1; (d) failing to properly train its adjusters and agents; (e) failing to provide its adjusters and agents with proper uniform

materials with which to properly evaluate claims; and (f) committing other violations and/or misconduct to be shown at trial.

64. As a direct and proximate result of Defendant's violations and misconduct, Plaintiff has been damaged in an amount in excess of \$25,000.00, the exact amount to be determined at trial.

EIGHTH CLAIM FOR RELIEF
(STATE COMMON LAW BREACH OF DUTY OF
GOOD FAITH AND FAIR DEALING (BAD FAITH))

65. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

66. Defendant Hartford further willfully and intentionally breached its duty of good faith and fair dealing, as well as its affirmative duty to adjust claims fairly and promptly and to make a reasonable effort to settle claims with Plaintiff by:

- a) Failing to timely provide the DONAN reports to Plaintiff;
- b) Selectively accepting and relying on the expert opinions and documented facts provided by Plaintiff and its experts with regard to Building 4 relative to Building 1;
- c) Failing to timely notify Plaintiff of its decisions and various reports and other documents;
- d) Withholding available information relevant to Plaintiff's ability to file a timely claim;
- e) Failing to properly assess and value Plaintiff's claim;

- f) Back-dating the letter denying the claim and/or delaying delivery of that letter;
- g) Failing to properly compensate Plaintiff for covered losses and damages; and
- h) Other wrongful conduct as may be discovered before trial.

67. Defendant Hartford's breaches, failure, and/or omissions constitute bad faith in that they were willful, unlawful, arbitrary and capricious, entitling Plaintiff to damages, attorney's fees, costs and penalties as allowed by law.

NINTH CLAIM FOR RELIEF

(UNFAIR AND DECEPTIVE TRADE PRACTICES

N.C. GEN. STAT. 75-1.1 et seq.)

68. Plaintiff incorporates the allegations of all foregoing paragraphs as if fully set forth.

69. At all times relevant to the facts and circumstances giving rise to this action, Defendant Hartford was engaged in activities affecting commerce. The actions of Defendant Hartford as alleged herein were acts affecting commerce within the meaning of Chapter 75 of the North Carolina General Statutes.

70. The actions of Defendant Hartford as alleged herein constitute unfair and deceptive acts or practices in violation of N.C. Gen. Stat. §§ 75-1.1. Defendant Hartford's unfair and deceptive acts include, but are not limited to, misrepresentations and material omissions, deception in the claim investigation and administration process, wrongful failures to pay due and proper amounts, and other willful, wanton, reckless, intentional, unlawful, oppressive, unscrupulous, and wrongful acts as described in this Complaint.

71. The actions of Defendant Hartford constitute unfair and deceptive trade practices in or affecting commerce as defined by N.C. Gen. Stat. § 75-1.1.

72. As a direct and proximate result of Defendant Hartford's unfair and deceptive trade practices, Plaintiff has been damaged, and continues to suffer additional damages, in an amount in excess of \$25,000.00, the exact amount to be shown at trial.

73. Pursuant to N.C. Gen. Stat. § 75-16, Plaintiff is entitled to treble compensatory damages.

74. Pursuant to N.C. Gen. Stat. § 75-16.1, Plaintiff is entitled to an award of reasonable attorney's fees.

TENTH CLAIM FOR RELIEF

(PUNITIVE DAMAGES

N.C. GEN. STAT. 1D-1 et seq.)

75. Plaintiff incorporates by reference the allegations contained in all previous paragraphs into this Claim for Relief.

76. The actions of Defendant Hartford alleged herein were intentional, willful, and wanton, and undertaken with malice and deliberate or reckless disregard for the rights of Plaintiff within the meaning of N.C. Gen. Stat. § 1D-15.

77. As a result of Defendant Hartford's actions, Plaintiff is entitled to and asks that the Court award punitive damages in an amount sufficient and appropriate to punish Defendants and deter similar future conduct.

PRAYER FOR RELIEF

For the foregoing reasons, Plaintiff requests that this Court enter a final judgment awarding to the Plaintiff against the Defendant the following:

- a) A Declaration and/or Judgment by this Court that the subject Policy provides full insurance coverage for the loss and damages to Building 1 described herein;
- b) A Declaration and/or Judgment by this Court that Defendant violated the National Flood Insurance Act, the Code of Federal Regulations implementing same, and federal common law in the adjusting, claims handling and payment of flood insurance proceeds under the Policy;
- c) An award of actual damages in an amount to be determined by the finder of fact, but in any case, in excess of \$25,000;
- d) An award of punitive damages in an amount to be determined by the finder of fact, but in any case in excess of \$25,000;
- e) An award of treble damages pursuant to North Carolina's Unfair and Deceptive Trade Practices Act;
- f) An award of pre and post-judgment interest as allowed by applicable federal or state law;
- g) The costs of this case and Plaintiff's attorneys' fees, taxed against Defendant to the extent allowed by applicable federal or state law or within the Court's inherent authority; and
- h) Any such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

This the 3rd day of January, 2017.

DAVIS HARTMAN WRIGHT PLLC
Attorneys for Plaintiff

/s/ J. Michael Genest _____

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