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*Attorneys for Defendant Pekin Insurance
Company*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Taylor Doyle, on or behalf of herself and all
others similarly situated,

Plaintiffs,

v.

Pekin Insurance Company,

Defendant.

No. 2:22-cv-00638-JJT

**DEFENDANT PEKIN INSURANCE
COMPANY'S ANSWER TO
PLAINTIFF'S SECOND AMENDED
CLASS ACTION COMPLAINT**

NOW COMES Defendant Pekin Insurance Company ("Pekin"), by and through
undersigned counsel, and hereby submits its Answer to Plaintiff Taylor Doyle's ("Doyle")
Second Amended Class Action Complaint ("SAC") as follows:

I. INTRODUCTION

1
2 1. Defendant states that Paragraph 1 of Plaintiff's SAC is not an allegation,
3 but rather Plaintiff's version of the law, and does not require a response. To the extent
4 that any assertions set forth in Paragraph 1 are intended to allege any form of liability or
5 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

6 2. Defendant states that Paragraph 2 of Plaintiff's SAC is not an allegation,
7 but rather Plaintiff's version of the law, and does not require a response. To the extent
8 that any assertions set forth in Paragraph 2 are intended to allege any form of liability or
9 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

10 3. Defendant states that Paragraph 3 of Plaintiff's SAC is not an allegation,
11 but rather Plaintiff's version of the law, and does not require a response. To the extent
12 that any assertions set forth in Paragraph 3 are intended to allege any form of liability or
13 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

14 4. Defendant denies each and every allegation set forth in Paragraph 4 of
15 Plaintiff's SAC.

16 5. In responding to Paragraph 5 of Plaintiff's SAC, Defendant admits that
17 Plaintiff is an insured under Pekin policy number 005020575. Defendant is without
18 information sufficient to either admit or deny the remaining allegations set forth in
19 Paragraph 5 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

II. PARTIES

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21 6. Defendant is without information sufficient to either admit or deny the
22 allegations set forth in Paragraph 6 of Plaintiff's SAC, and Defendant therefore denies
23 them on this basis.

24 7. Defendant admits the allegations set forth in Paragraph 7 of Plaintiff's SAC.
25
26

III. JURISDICTION AND VENUE

8. Defendant admits Plaintiff and Pekin are citizens of different states, but denies the remaining allegations in Paragraph 8. Defendant does not dispute that this Court has jurisdiction over this matter.

9. Defendant admits the allegations set forth in Paragraph 9 of Plaintiff's SAC. Defendant does not dispute that venue is proper in this Court.

10. Defendant states that Paragraph 10 of Plaintiff's SAC is not an allegation, but rather Plaintiff's version of the law, and does not require a response. To the extent that any assertions set forth in Paragraph 10 are intended to allege any form of liability or wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

IV. GENERAL ALLEGATIONS AS TO ARIZONA LAW

11. Defendant states that Paragraph 11 of Plaintiff's SAC is not an allegation, but rather Plaintiff's version of the law, and does not require a response. To the extent that any assertions set forth in Paragraph 11 are intended to allege any form of liability or wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

12. Defendant states that Paragraph 12 of Plaintiff's SAC is not an allegation, but rather Plaintiff's version of the law, and does not require a response. To the extent that any assertions set forth in Paragraph 12 are intended to allege any form of liability or wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

13. Defendant states that Paragraph 13 of Plaintiff's SAC is not an allegation, but rather Plaintiff's version of the law, and does not require a response. To the extent that any assertions set forth in Paragraph 13 are intended to allege any form of liability or wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

14. Defendant states that Paragraph 14 of Plaintiff's SAC is not an allegation, but rather Plaintiff's version of the law, and does not require a response. To the extent

1 that any assertions set forth in Paragraph 14 are intended to allege any form of liability or
2 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

3 15. Defendant states that Paragraph 15 of Plaintiff's SAC is not an allegation,
4 but rather Plaintiff's version of the law, and does not require a response. To the extent
5 that any assertions set forth in Paragraph 15 are intended to allege any form of liability or
6 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

7 16. Defendant states that Paragraph 16 of Plaintiff's SAC is not an allegation,
8 but rather Plaintiff's version of the law, and does not require a response. To the extent
9 that any assertions set forth in Paragraph 16 are intended to allege any form of liability or
10 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

11 17. Defendant states that Paragraph 17 of Plaintiff's SAC is not an allegation,
12 but rather Plaintiff's version of the law, and does not require a response. To the extent
13 that any assertions set forth in Paragraph 17 are intended to allege any form of liability or
14 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

15 18. Defendant states that Paragraph 18 of Plaintiff's SAC is not an allegation,
16 but rather Plaintiff's version of the law, and does not require a response. To the extent
17 that any assertions set forth in Paragraph 18 are intended to allege any form of liability or
18 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

19 19. Defendant states that Paragraph 19 of Plaintiff's SAC is not an allegation,
20 but rather Plaintiff's version of the law, and does not require a response. To the extent
21 that any assertions set forth in Paragraph 19 are intended to allege any form of liability or
22 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

V. PEKIN IMPROPERLY REFUSES TO DISCLOSE AND STACK DOYLE'S COVERAGE

20. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 20 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

21. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 21 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

22. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 22 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

23. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 23 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

24. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 24 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

25. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 25 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

26. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 26 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

27. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 27 of Plaintiff's SAC, and Defendant therefore denies

1 them on this basis.

2 28. Defendant is without sufficient knowledge to either admit or deny the
3 allegations set forth in Paragraph 28 of Plaintiff's SAC, and Defendant therefore denies
4 them on this basis.

5 29. Defendant is without sufficient knowledge to either admit or deny the
6 allegations set forth in Paragraph 29 of Plaintiff's SAC, and Defendant therefore denies
7 them on this basis.

8 30. Defendant is without sufficient knowledge to either admit or deny the
9 allegations set forth in Paragraph 30 of Plaintiff's SAC, and Defendant therefore denies
10 them on this basis.

11 31. Defendant is without sufficient knowledge to either admit or deny the
12 allegations set forth in Paragraph 31 of Plaintiff's SAC, and Defendant therefore denies
13 them on this basis.

14 32. Defendant is without sufficient knowledge to either admit or deny the
15 allegations set forth in Paragraph 32 of Plaintiff's SAC, and Defendant therefore denies
16 them on this basis.

17 33. Defendant is without sufficient knowledge to either admit or deny the
18 allegations set forth in Paragraph 33 of Plaintiff's SAC, and Defendant therefore denies
19 them on this basis.

20 34. Defendant admits the allegations set forth in Paragraph 34 of Plaintiff's
21 SAC.

22 35. Defendant is without sufficient knowledge to either admit or deny the
23 allegations set forth in Paragraph 35 of Plaintiff's SAC, and Defendant therefore denies
24 them on this basis.

1 36. Defendant admits the Policy contains the language quoted in Paragraph 36
2 of the SAC. To the extent that any assertions set forth in Paragraph 36 are intended to
3 allege any form of liability or wrongdoing on the part of Defendant, the assertions or
4 allegations are specifically denied.

5 37. Defendant admits Plaintiff sent Defendant an email with the language
6 quoted in Paragraph 37 of Plaintiff's SAC. To the extent that any assertions set forth in
7 Paragraph 37 are intended to allege any form of liability or wrongdoing on the part of
8 Defendant, the assertions or allegations are specifically denied.

9 38. Defendant admits it sent Plaintiff a communication with the language
10 quoted in Paragraph 38 of Plaintiff's SAC. To the extent that any assertions set forth in
11 Paragraph 38 are intended to allege any form of liability or wrongdoing on the part of
12 Defendant, the assertions or allegations are specifically denied.

13 39. Defendant admits it sent Plaintiff a communication with the language
14 quoted in Paragraph 39 of Plaintiff's SAC. To the extent that any assertions set forth in
15 Paragraph 39 are intended to allege any form of liability or wrongdoing on the part of
16 Defendant, the assertions or allegations are specifically denied.

17 40. Defendant admits Plaintiff's counsel sent Defendant an email with the
18 language quoted in Paragraph 40 of Plaintiff's SAC. To the extent that any assertions set
19 forth in Paragraph 40 are intended to allege any form of liability or wrongdoing on the
20 part of Defendant, the assertions or allegations are specifically denied.

21 41. Defendant admits it tendered \$100,000 to Plaintiff and that it provided
22 Plaintiff a copy of the Policy. Defendant denies the remaining allegations in Paragraph
23 41 of Plaintiff's SAC, as well as any assertions set forth in Paragraph 41 that are intended
24 to allege any form of liability or wrongdoing on the part of Defendant.

1 42. Defendant admits Plaintiff's counsel sent Defendant an email with the
2 language quoted in Paragraph 42 of Plaintiff's SAC. To the extent that any assertions set
3 forth in Paragraph 42 are intended to allege any form of liability or wrongdoing on the
4 part of Defendant, the assertions or allegations are specifically denied.

5 43. Defendant admits it sent Plaintiff a communication with the language
6 quoted in Paragraph 43 of Plaintiff's SAC. To the extent that any assertions set forth in
7 Paragraph 43 are intended to allege any form of liability or wrongdoing on the part of
8 Defendant, the assertions or allegations are specifically denied.

9 44. Defendant admits it sent Plaintiff a communication with the language
10 quoted in Paragraph 44 of Plaintiff's SAC. To the extent that any assertions set forth in
11 Paragraph 44 are intended to allege any form of liability or wrongdoing on the part of
12 Defendant, the assertions or allegations are specifically denied.

13 45. Defendant admits Plaintiff's counsel sent Defendant an email with the
14 language quoted in Paragraph 45 of Plaintiff's SAC. To the extent that any assertions set
15 forth in Paragraph 45 are intended to allege any form of liability or wrongdoing on the
16 part of Defendant, the assertions or allegations are specifically denied.

17 46. Defendant admits it sent Plaintiff a communication with the language
18 quoted in Paragraph 46 of Plaintiff's SAC. To the extent that any assertions set forth in
19 Paragraph 46 are intended to allege any form of liability or wrongdoing on the part of
20 Defendant, the assertions or allegations are specifically denied.

21 47. Defendant lacks sufficient information to admit or deny the allegations in
22 Paragraph 47 of Plaintiff's SAC because the term "standard policy" is not defined.
23 Defendant therefore denies the allegations in this paragraph.

24 48. Defendant admits the Policy contains language quoted in Paragraph 48 of
25 Plaintiff's SAC, but denies each and every additional allegation set forth in Paragraph 48
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1 of Plaintiff's SAC, including any assertion that is intended to allege any form of liability
2 or wrongdoing on the part of Defendant.

3 49. Defendant admits the Policy contains language quoted in Paragraph 49 of
4 Plaintiff's SAC, but denies each and every additional allegation set forth in Paragraph 49
5 of Plaintiff's SAC, including any assertion that is intended to allege any form of liability
6 or wrongdoing on the part of Defendant.

7 50. Defendant admits the Policy contains language quoted in Paragraph 50 of
8 Plaintiff's SAC, but denies each and every additional allegation set forth in Paragraph 50
9 of Plaintiff's SAC, including any assertion that is intended to allege any form of liability
10 or wrongdoing on the part of Defendant.

11 51. Defendant admits the allegation in Paragraph 51 of Plaintiff's SAC that it
12 did not send a separate written notice to Plaintiff within 30 days of being notified of the
13 accident, but affirmatively asserts that Pekin was not legally obligated to send such
14 notification.

15 52. Defendant denies the allegations in Paragraph 52 of Plaintiff's SAC and
16 affirmatively alleges that it complied with all applicable statutory and regulatory
17 requirements regarding notice.

18 53. Defendant states that Paragraph 53 of Plaintiff's SAC is not an allegation,
19 but rather Plaintiff's version of the law, and does not require a response. To the extent
20 that any assertions set forth in Paragraph 53 are intended to allege any facts or any form
21 of liability or wrongdoing on the part of Defendant, the assertions or allegations are
22 specifically denied.

23 54. Defendant denies each and every allegation set forth in Paragraph 54 of
24 Plaintiff's SAC.

25 55. Defendant denies each and every allegation set forth in Paragraph 55 of
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1 Plaintiff's SAC.

2 56. Defendant denies each and every allegation set forth in Paragraph 56 of
3 Plaintiff's SAC.

4 57. Defendant denies each and every allegation set forth in Paragraph 57 of
5 Plaintiff's SAC.

6 58. Defendant admits each and every allegation set forth in Paragraph 58 of
7 Plaintiff's SAC.

8 59. Defendant denies each and every allegation set forth in Paragraph 59 of
9 Plaintiff's SAC.

10 60. Defendant is without sufficient knowledge to either admit or deny the
11 allegations set forth in Paragraph 60 of Plaintiff's SAC, and Defendant therefore denies
12 them on this basis.

13 61. Defendant is without sufficient knowledge to either admit or deny the
14 allegations set forth in Paragraph 61 of Plaintiff's SAC, and Defendant therefore denies
15 them on this basis.

16 62. Defendant denies each and every allegation set forth in Paragraph 62 of
17 Plaintiff's SAC.

18 63. Defendant denies each and every allegation set forth in Paragraph 63 of
19 Plaintiff's SAC.

20 64. Defendant denies each and every allegation set forth in Paragraph 64 of
21 Plaintiff's SAC.

22 65. Defendant denies each and every allegation set forth in Paragraph 65 of
23 Plaintiff's SAC.

24 66. Defendant denies each and every allegation set forth in Paragraph 66 of
25 Plaintiff's SAC.

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1 67. Defendant denies each and every allegation set forth in Paragraph 67 of
2 Plaintiff's SAC.

3 68. Defendant denies each and every allegation set forth in Paragraph 68 of
4 Plaintiff's SAC.

5 69. Defendant denies each and every allegation set forth in Paragraph 69 of
6 Plaintiff's SAC.

7 70. Defendant denies each and every allegation set forth in Paragraph 70 of
8 Plaintiff's SAC.

9 **VI. CLASS ACTION ALLEGATIONS**

10 71. Defendant denies each and every allegation set forth in Paragraph 71 of
11 Plaintiff's SAC.

12 72. Paragraph 72 of Plaintiff's SAC does not make a factual allegation to which
13 a response is required. To the extent it does, Defendant denies the proposed class, as
14 defined, or any other class Plaintiff seeks to represent, is appropriate or permissible under
15 Federal Rule of Civil Procedure 23.

16 73. Defendant denies each and every allegation set forth in Paragraph 73 of
17 Plaintiff's SAC.

18 74. Paragraph 74 of Plaintiff's SAC does not make a factual allegation to which
19 a response is required. To the extent it does, Defendant denies them.

20 75. Defendant denies each and every allegation set forth in Paragraph 75 of
21 Plaintiff's SAC.

22 76. Defendant is without sufficient knowledge to either admit or deny the
23 allegations set forth in Paragraph 76 of Plaintiff's SAC, and Defendant therefore denies
24 them on this basis.

25 77. Defendant denies each and every allegation set forth in Paragraph 77 of
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1 Plaintiff's SAC.

2 78. Defendant denies each and every allegation set forth in Paragraph 78 of
3 Plaintiff's SAC.

4 79. Defendant denies each and every allegation set forth in Paragraph 79 of
5 Plaintiff's SAC.

6 80. Defendant denies each and every allegation set forth in Paragraph 80 of
7 Plaintiff's SAC.

8 81. Defendant denies each and every allegation set forth in Paragraph 81 of
9 Plaintiff's SAC.

10 82. Defendant is without sufficient knowledge to either admit or deny the
11 allegations set forth in Paragraph 82 of Plaintiff's SAC, and Defendant therefore denies
12 them on this basis.

13 **FIRST CLAIM FOR RELIEF**
14 **(DECLARATORY JUDGMENT)**

15 83. Defendant realleges its responses to the allegations contained in Paragraphs
16 1 through 82 of Plaintiff's SAC and incorporates them by reference as though fully set
17 forth herein.

18 84. Defendant is without sufficient knowledge to either admit or deny the
19 allegations set forth in Paragraph 84 of Plaintiff's SAC, and Defendant therefore denies
20 them on this basis.

21 85. Defendant denies each and every allegation set forth in Paragraph 85 of
22 Plaintiff's SAC.

23 86. Defendant denies each and every allegation set forth in Paragraph 86 of
24 Plaintiff's SAC.

SECOND CLAIM FOR RELIEF
(BREACH OF CONTRACT)

87. Defendant realleges its responses to the allegations contained in Paragraphs 1 through 86 of Plaintiff's SAC and incorporates them by reference as though fully set forth herein.

88. Defendant is without sufficient knowledge to either admit or deny the allegations set forth in Paragraph 88 of Plaintiff's SAC, and Defendant therefore denies them on this basis.

89. Defendant denies each and every allegation set forth in Paragraph 89 of Plaintiff's SAC.

90. Defendant denies each and every allegation set forth in Paragraph 90 of Plaintiff's SAC.

91. Defendant denies each and every allegation set forth in Paragraph 91 of Plaintiff's SAC.

92. Defendant denies each and every allegation set forth in Paragraph 92 of Plaintiff's SAC.

THIRD CLAIM FOR RELIEF
(BAD FAITH AS TO THE CLASS)

93. Defendant realleges its responses to the allegations contained in Paragraphs 1 through 92 of Plaintiff's SAC and incorporates them by reference as though fully set forth herein.

94. Defendant states that Paragraph 94 of Plaintiff's SAC is not an allegation, but rather Plaintiff's version of the law, and does not require a response. To the extent that any assertions set forth in Paragraph 94 are intended to allege any form of liability or wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

1 95. Defendant states that Paragraph 95 of Plaintiff's SAC is not an allegation,
2 but rather Plaintiff's version of the law, and does not require a response. To the extent
3 that any assertions set forth in Paragraph 95 are intended to allege any form of liability or
4 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

5 96. Defendant states that Paragraph 96 of Plaintiff's SAC is not an allegation,
6 but rather Plaintiff's version of the law, and does not require a response. To the extent
7 that any assertions set forth in Paragraph 96 are intended to allege any form of liability or
8 wrongdoing on the part of Defendant, the assertions or allegations are specifically denied.

9 97. Defendant denies each and every allegation set forth in Paragraph 97 of
10 Plaintiff's SAC.

11 98. Defendant denies each and every allegation set forth in Paragraph 98 of
12 Plaintiff's SAC.

13 99. Defendant denies each and every allegation set forth in Paragraph 99 of
14 Plaintiff's SAC.

15 100. Defendant denies each and every allegation set forth in Paragraph 100 of
16 Plaintiff's SAC.

17 101. Defendant denies each and every allegation set forth in Paragraph 101 of
18 Plaintiff's SAC.

19 102. Defendant denies each and every allegation set forth in Paragraph 102 of
20 Plaintiff's SAC.

21 103. Defendant denies each and every allegation set forth in Paragraph 103 of
22 Plaintiff's SAC.

23 104. Defendant denies each and every allegation set forth in Paragraph 104 of
24 Plaintiff's SAC.

25 105. Defendant denies each and every allegation set forth in Paragraph 105 of
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1 Plaintiff's SAC.

2 106. Defendant denies each and every allegation set forth in Paragraph 106 of
3 Plaintiff's SAC.

4 **FOURTH CLAIM FOR RELIEF**
5 **(INDIVIDUAL DAMAGES FOR BAD FAITH)**

6 107. Defendant realleges its responses to the allegations contained in Paragraphs
7 1 through 106 of Plaintiff's SAC and incorporates them by reference as though fully set
8 forth herein.

9 108. Defendant denies each and every allegation set forth in Paragraph 108 of
10 Plaintiff's SAC.

11 109. Defendant denies each and every allegation set forth in Paragraph 109 of
12 Plaintiff's SAC.

13 110. Defendant denies each and every allegation set forth in Paragraph 110 of
14 Plaintiff's SAC.

15 111. Defendant denies each and every allegation set forth in Paragraph 111 of
16 Plaintiff's SAC.

17 112. Defendant denies each and every allegation set forth in Paragraph 112 of
18 Plaintiff's SAC.

19 113. Defendant denies each and every allegation in Plaintiff's SAC that is not
20 specifically admitted.

21 **AFFIRMATIVE DEFENSES**

22 In addition, without assuming the burden of proof on any matters that would
23 otherwise rest with Plaintiff, and expressly denying any and all wrongdoing, Defendant
24 alleges the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The Second Amended Complaint and each cause of action set forth therein fails to allege facts sufficient to state a claim against Defendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Waiver)

The claims set forth against Defendant in Plaintiff's Second Amended Complaint are barred, in whole or in part, by the doctrine of waiver.

THIRD AFFIRMATIVE DEFENSE

(Estoppel)

The claims set forth in Plaintiff's Second Amended Complaint are barred, in whole or in part, by the doctrine of estoppel.

FOURTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

If Plaintiff is granted the relief sought in the Second Amended Complaint, Plaintiff would reap a windfall and be unjustly enriched thereby.

FIFTH AFFIRMATIVE DEFENSE

(Insufficient Facts to Identify Defenses)

Plaintiff's Second Amended Complaint does not set forth sufficient facts to allow Defendant to determine all potential affirmative defenses. Accordingly, Defendant reserves its right to assert additional defenses when such information is ascertained through discovery and further investigation.

SIXTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Plaintiff and one or more of the putative class members failed to mitigate his, her, or its damages.

SEVENTH AFFIRMATIVE DEFENSE

(Comparative Fault)

Plaintiff's alleged damages, as well as the alleged damages of the putative class members, were the result of acts or omissions of Plaintiff, the class members, and/or non-parties for which Defendant is not responsible.

EIGHTH AFFIRMATIVE DEFENSE

(Release)

One or more of the putative class members' claims has been released.

NINTH AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

Defendant has reached an accord and satisfaction with one or more of the putative class members.

TENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

One or more of the putative class members' claims is barred by the applicable statute of limitations.

ELEVENTH AFFIRMATIVE DEFENSE

(Rule 23)

The above-captioned action may not be maintained as a class action because Plaintiff cannot satisfy the requirements of Fed. R. Civ. P. 23, including the requirements relating to numerosity, commonality, typicality, and adequacy of representation.

TWELFTH AFFIRMATIVE DEFENSE

(Improper Class)

The proposed classes are overbroad, impractical, unworkable, and unmanageable.

THIRTEENTH AFFIRMATIVE DEFENSE

(Non-Parties)

Individualized allocation of fault to non-parties, including attorneys who represented members of the putative class in resolving claims with Defendant, make class certification unworkable, unmanageable, and inappropriate.

FOURTEENTH AFFIRMATIVE DEFENSE

(Right to Assert Additional Affirmative Defenses)

Defendant reserves the right to amend their affirmative defenses to Plaintiff's Second Amended Complaint after the completion of discovery.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays for judgment against Plaintiff as follows:

1. That Plaintiff's Second Amended Complaint and all causes of action therein be dismissed in their entirety, with Plaintiff taking nothing hereby;
 2. That the Court declare that Plaintiff is not entitled to any order, damages, declaration, judgment, attorney's fees, costs, interest, or other relief whatsoever as against Defendant, including the attorney's fees and costs that Plaintiff allegedly incurred in this action;
 3. Awarding Defendant its costs and disbursements, including the attorney's fees and costs that Defendant incurred in this action; and
 4. For such other and further relief as the Court deems just and reasonable.
- For such other and further relief as the Court deems just and proper.

1 Dated: December 18, 2023

2 **FREEMAN, MATHIS & GARY, LLP**

3
4 By: /s/ Jay R. Graif – 017246
5 Jay R. Graif

6 **PAPETTI SAMUELS WEISS MCKIRGAN**

7 By: /s/ Jared Sutton - 028887

8 *Attorneys for Defendant Pekin Insurance*
9 *Company*

CERTIFICATE OF SERVICE

I hereby certify that on December 18, 2023, I electronically transmitted the foregoing document to the Clerk's Office using the CM/ECF system for filing and transmittal of Notice of Electronic filing to the following CM/ECF registrants:

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