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11 Attorneys for Plaintiff
JACOB RYAN
12

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15

16 JACOB RYAN, an individual,
17 Plaintiff,
18 vs.
19 CERTAIN UNDERWRITERS AT
LLOYD'S, LONDON subscribing to Policy
20 No. B1132HGBA19062072,
21 Defendants.
22

Case No. 2:19-CV-10017-CAS-MAA

**COMPLAINT FOR BREACH OF
CONTRACT, AND TORTIOUS
BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING**

Date: 11/22/2019
Time:
Place:
Judge:

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1 Plaintiff Jacob Ryan complains of the Defendants and alleges as follows:

2 **NATURE OF THIS ACTION**

3 1. This action arises out of the wrongful failure/refusal to pay insurance
4 benefits owed under “loss of value” disability insurance issued by the Defendants.
5

6 2. Plaintiff Jacob Ryan is a professional football player in the National
7 Football League (“NFL”). Based on his exceptional performance as a linebacker in
8 college, Mr. Ryan was drafted by the Green Bay Packers in 2015 and signed a four-
9 year “rookie deal” with the team. The 2018 season was the final year of Mr. Ryan’s
10 rookie contract and he was slated to enter free agency during the following offseason.
11

12 3. Mr. Ryan was projected to earn a lucrative free agent contract based on
13 his performance over the years and his continuing development as a player. Indeed,
14 entering the 2018 season, Mr. Ryan was projected to be a fulltime starter for the Green
15 Bay Packers based on his play the previous years (during which time he had already
16 demonstrated his skills and ability while starting 27 games at inside linebacker). His
17 performance had also earned him recognition as one of the best run-stopping
18 linebackers in the league according to independent sources, such as Pro Football
19 Focus.
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23 4. As with any NFL player in a “contract year,” the threat of injury was an
24 important consideration due to the impact it could have on Mr. Ryan’s free agent
25 prospects. Playing the 2018 season was important to further showcase Mr. Ryan’s
26 abilities and ensure that he maximized his earning potential in the free agent market.
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1 As with any prospective free agent, missing time due to injury could negatively
2 impact his earnings. With that in mind, Mr. Ryan took the precaution of purchasing
3 Athlete’s Disability Insurance with “loss of value” coverage to protect his financial
4 interests.
5

6 5. Mr. Ryan received interest from various insurers seeking his business,
7 but ultimately purchased insurance from the Defendants based on the terms offered.
8
9 In late-July 2018, the insurance was bound prior to the start of training camp and the
10 insurers immediately issued a “temporary insurance contract” acknowledging that
11 coverage was in place and effective as of June 1, 2018 (i.e., the date the insurers first
12 expressed interest in Mr. Ryan’s business and offered a quote for insuring the risk).
13

14 6. After the insurance was bound and in effect, Mr. Ryan suffered an ACL
15 injury to his right knee while participating in training camp drills. As a result of the
16 injury, Mr. Ryan was physically unable to participate in football activities during the
17 2018 NFL season and was placed on injured reserve. Rather than showcasing his
18 skills, Mr. Ryan faced more than a year of rehabilitation and was forced to enter the
19 free agent market from the disadvantageous position of a player coming back from a
20 significant injury.
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22 7. The Defendants were immediately informed of the injury (which
23 occurred just days after binding coverage) and were still in the process of
24 memorializing the final disability policy at the time. After learning of the injury,
25 however, the Defendants engaged in improper post-injury underwriting and sought to
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1 renege on the insurance protection that had already been bound and promised to Mr.
2 Ryan.

3 8. Almost a month after learning of the injury, the Defendants issued a
4 “final” disability policy to Mr. Ryan that sought to add a new “right knee” exclusion
5 with *retroactive* effect. Despite being “on the risk” at the time of the injury and
6 collecting nearly \$150,000 in premiums, the Defendants sought to add this exclusion
7 as part of an improper effort to shirk their obligations with respect to a covered injury.
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10 9. Mr. Ryan objected to this misconduct and reiterated that the Defendants
11 would be responsible for providing disability coverage in the event his injury resulted
12 in a loss of value during the offseason. Among other things, Mr. Ryan sent a letter to
13 the Defendants reminding them of their obligations:
14

15 The insurers cannot add a ‘right knee’ exclusion *after* the insurance was
16 already in place and I already suffered a season-ending knee injury
17 implicating their coverage obligations. Doing so would render the
18 insurance utterly worthless and illusory.... The principal reason I
19 invested in the insurance was to guard against the risk that an injury
20 might negatively impact my free agent prospects during the offseason.
21 Having suffered such an injury, I expect the insurers to honor their
22 obligations and provide coverage to the extent I am unable to secure a
23 free agent contract of the magnitude projected prior to my injury.... The
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1 insurers undoubtedly recognize that it would be improper to use a
2 covered injury as a basis for rewriting coverage

3 The Defendants had no response to these admonishments and did not dispute the
4 impropriety of their post-injury exclusion.
5

6 10. During the offseason, Mr. Ryan was unable to secure a free agent
7 contract commensurate with his pre-injury projections notwithstanding his diligent
8 efforts towards rehabilitation and recovery throughout the year. Instead, Mr. Ryan
9 was only able to secure a short-term contract with the Jacksonville Jaguars, worth
10 millions of dollars less than pre-injury projections.
11

12 11. On July 27, 2019, Mr. Ryan formally submitted a “loss of value” claim to
13 the Defendants requesting the coverage owed under his disability insurance. The
14 Defendants have responded to his claim with delay, spurious information requests,
15 and a series of misstatements and assertions that reflect a failure to investigate in good
16 faith and/or a purposeful contorting of the facts in an effort to shirk their obligations.
17

18 12. The Defendants’ failure/refusal to pay the benefits owed to Mr. Ryan
19 constitutes a breach of his disability insurance, and the Defendants have acted in bad
20 faith, maliciously and/or with a conscious disregard for Mr. Ryan’s rights.
21

22 13. Therefore, Mr. Ryan files this complaint seeking damages for breach of
23 contract stemming from the Defendant’s wrongful failure/refusal to provide coverage.
24 Mr. Ryan also seeks damages for the Defendants tortious breach of the implied
25 covenant of good faith and fair dealing in connection with same.
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PARTIES

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2 14. Plaintiff Ryan currently resides in Jacksonville, Florida during the NFL
3 season, and spends a substantial portion of the offseason training with Proactive
4 Sports Performance in Orange County, California each year. Mr. Ryan is
5 professionally represented by the Athletes First sports agency year-round. Athletes
6 First is located in Laguna Hills, California.
7

8
9 15. Upon information and belief, Defendants Certain Underwriters at Lloyds,
10 London, are an association of underwriters and/or individual insurance companies
11 organized and existing under the laws of a foreign sovereign (the United Kingdom)
12 that sold or subscribed to the disability insurance, and consist of Syndicate 3334
13 (Hamilton Underwriting, Ltd), Syndicate 5678 (Vibe Syndicate Management, Ltd.),
14 Syndicate 2468 (Neon Underwriting, Ltd.), Syndicate 4711 (Apen Managing Agency,
15 Ltd.), Syndicate 2786 (Everest Re Group, Ltd.), Syndicate 1729 (Dale Underwriting
16 Partners), Syndicate 780 (Riverstone Managing Agency, Ltd.), Syndicate 1225
17 (AEGIS). Upon information and belief, the Defendants are authorized to transact, and
18 are transacting, business in the State of California and the County of Los Angeles,
19 through their respective agents.
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JURISDICTION AND VENUE

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25 16. This Court has subject matter jurisdiction over this action pursuant to
26 28 U.S.C. § 1332. Complete diversity of citizenship exists between the parties, and
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1 the amount in controversy is in excess of Seventy-Five Thousand Dollars
2 (\$75,000.00), exclusive of interest, attorney's fees, and costs.

3 17. This Court has personal jurisdiction over Defendants because they
4 conduct business activities within the territorial confines of this judicial district and
5 division. The disability insurance also contains a "Service of Suit" clause in which
6 the Defendants contractually agreed to submit to the jurisdiction of any court of
7 competent jurisdiction within the United States, and to accept service of process
8 through the law firm of Foley & Lardner LLP for actions in California.
9

10
11 18. Venue is proper in this judicial district and division pursuant to 28 U.S.C.
12 § 1391(a) and (b) because a substantial part of the events and omissions giving rise to
13 this claim occurred in this district, including the sale and delivery of the disability
14 insurance through the Defendants' agent/producer in Los Angeles, California.
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16

17 **GENERAL ALLEGATIONS**

18 **A. The Insurance Purchase**

19 19. In 2018, Mr. Ryan was in the final year of his rookie contract with the
20 Green Bay Packers and slated to become a free agent at the end of the season. As a
21 prospective free agent, he was projected to secure a lucrative free agent contract based
22 on his skills and performance. Entering the season, Mr. Ryan was expected to be a
23 fulltime starter for the Green Bay Packers and was recognized as one of the best run-
24 stopping linebackers in the league per independent sources, such as Pro Football
25 Focus.
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1 20. As with any prospective free agent, the threat of injury was an important
2 consideration due to the impact it could have on Mr. Ryan’s potential earnings.
3 Accordingly, Mr. Ryan took the precaution of purchasing athletes disability insurance
4 with “loss of value” coverage to protect his financial interests.
5

6 21. Mr. Ryan received interest from various insurers seeking his business,
7 but ultimately purchased insurance from the Defendants based on the terms offered.
8 The disability insurance was bound on July 25, 2018 (just prior to the start of the
9 Green Bay Packers’ training camp practices, which began on July 26, 2018 that year).
10

11 22. On July 28, 2018, Mr. Ryan received a “Certificate of Conditional
12 Coverage” from the Defendants’ agent/producer. The certificate was a self-described
13 “temporary insurance contract” that acknowledged coverage was in place and
14 effective as of June 1, 2018 (i.e., the date the Defendants first expressed interest in Mr.
15 Ryan’s business and offered a quote to insure him). Pursuant to the insurance
16 contract, the Defendants agreed to provide Mr. Ryan up to \$5 million in “loss of
17 value” coverage to the extent his earnings over the ensuing 4 years was less than \$24
18 million (or \$6 million per year) due to injury.
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22 23. The Defendants bound coverage and issued this “temporary insurance
23 contract” without requiring any application or medical records in advance. Instead,
24 the Defendants were content to request such information after binding and put their
25 reliance in a preexisting condition exclusion to limit coverage in the interim. The
26 preexisting condition exclusion focused solely on injuries that required medical
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1 treatment during the *eighteen months prior to June 1, 2018* and “*resulted in a period*
2 *of Total Disability of not less than five consecutive days.*” Mr. Ryan had no injuries
3 meeting these criteria, and thus, he proceeded to participate in training camp practices
4 with the expectation that his interests were fully protected.
5

6 24. Mr. Ryan also took comfort in the Defendants’ purported experience
7 protecting athletes in his position. Among other things, the Defendants market
8 themselves as appreciating the financial risks facing professional athletes each time
9 they put on a uniform. (“*Athletes make their living putting their bodies on the line*
10 *each time they slip on the uniform.... [A]thletes need to protect their salaries and their*
11 *personal assets. Fortunately we offer a variety of insurance products to meet your*
12 *needs....*”). Accordingly, Mr. Ryan put on his uniform and participated in training
13 camp activities with the expectation that the Defendants would stand by their
14 obligations and protect him in the event of injury.
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18 **B. Mr. Ryan Suffers An Injury During Training Camp**

19 25. On July 30, 2018, Mr. Ryan suffered an injury to his right knee while
20 participating in training camp drills. The Defendants were immediately informed of
21 the injury. The injury was widely reported by national news outlets and Mr. Ryan
22 independently notified the Defendants while submitting the completed “application”
23 and medical authorization forms that were requested after binding. (Despite having
24 30 days to complete and return these forms, Mr. Ryan submitted completed forms to
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1 the Defendants within a mere 3 days of receiving them from the Defendants'
2 agent/producer).

3 26. On July 31, 2018, an MRI revealed that Mr. Ryan had suffered an ACL
4 tear that required surgery and extensive rehabilitation. As a result of the injury, he
5 was physically unable to participate in football during the 2018 NFL season and was
6 placed on injured reserve. Rather than showcasing his skills, Mr. Ryan faced more
7 than a year of rehabilitation and was ultimately forced to enter the free agent market
8 from the disadvantageous position of a player coming back from a significant injury.
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11 **C. The Defendants Attempt to Shirk Their Coverage Obligations**

12
13 27. After learning of Mr. Ryan's injury, the Defendants engaged in improper
14 post-injury underwriting and sought to renege on the insurance protection that had
15 already been bound and promised to Mr. Ryan.
16

17 28. At the time of the injury, the Defendants were already in the process of
18 preparing a disability policy for Mr. Ryan that incorporated their standard policy
19 wordings and was subject to the same narrow preexisting condition exclusion
20 identified in the temporary insurance contract provided to Mr. Ryan at binding.
21

22 29. On information and belief, after learning of Mr. Ryan's injury, the
23 Defendants spent two weeks searching for a basis to avoid coverage under the terms
24 of the preexisting condition exclusion. After determining that there was no valid basis
25 for applying the exclusion, however, the Defendants changed tact and sought to
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1 unilaterally change the insurance terms in an attempt to avoid their coverage
2 obligations.

3 30. On August 16, 2018, the Defendants added an endorsement to the
4 disability policy that purported to delete the original (inapplicable) preexisting
5 condition exclusion and replace it with a new purported “right knee” exclusion.

6 Despite adding the endorsement three weeks after binding, the Defendants backdated
7 the endorsement in an illegitimate attempt to apply the new “right knee” exclusion
8 retroactively and renege on the coverage that was already in place at the time of Mr.
9 Ryan’s injury.

10 31. The Defendants’ improper addition of this endorsement sought to render
11 the disability insurance worthless and illusory. Mr. Ryan had already suffered a
12 season-ending injury and was unable to participate in football as a result. Thus, it was
13 impossible for him to experience another injury implicating the insurance.

14 Meanwhile, the Defendants continued to retain the \$149,840.00 in premium payments
15 they had collected from Mr. Ryan.

16 32. On August 30, 2018, the Defendants issued a purported “final” disability
17 policy to Mr. Ryan that contained the post-injury endorsement and highlighted the
18 Defendants’ improper attempts to avoid coverage for the first time.

19 33. Mr. Ryan objected to the Defendants’ misconduct and reiterated that they
20 would be responsible for providing disability coverage in the event his injury resulted
21 in a loss of value during the upcoming offseason. Among other things, on December
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1 3, 2018, Mr. Ryan sent a letter to the Defendants highlighting the impropriety of their
2 attempts to rewrite the coverage and reiterating his expectation that the Defendants
3 would honor their obligations. The Defendants had no response to these
4 admonishments and did not dispute the impropriety of their post-injury attempts to
5 change the coverage.
6

7 34. On information and belief, the Defendants' misconduct is part of a
8 deliberate pattern and practice that the Defendants have taken when selling disability
9 insurance coverage to college and professional athletes. *See Rawleigh Williams, III v.*
10 *Underwriters at Lloyd's, London*, Case No. 18-1225-1 (Ark. Cir. Ct., Wash. Cnty.)
11 (filed May 1, 2018).
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14 **D. The Defendants Failure to Pay Mr. Ryan's Loss of Value Claim**

15 35. During the offseason, Mr. Ryan was unable to secure a free agent
16 contract commensurate with his pre-injury projections notwithstanding his diligent
17 efforts towards rehabilitation and recovery throughout the year. Instead, Mr. Ryan
18 was only able to secure a short-term contract with the Jacksonville Jaguars, worth
19 millions of dollars less than pre-injury projections. Rather than securing a 4-year free
20 agent deal worth \$24 million, Mr. Ryan was forced to sign a potential 2-year contract
21 (the second year is optional for the team), worth at most \$8 million in salary and
22 signing/roster/reporting bonuses.
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26 36. Due to complications from his injury, Mr. Ryan remained unable to
27 participate in football activities and continued to incur additional loss of value during
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1 the initial months of the 2019 season. Still unable to participate in football activities
2 during those months, Mr. Ryan was unable to earn roster bonuses forming a material
3 part of his contract with the Jaguars.
4

5 37. On July 27, 2019, Mr. Ryan formally submitted a claim to the
6 Defendants requesting coverage for the “loss of value” he incurred as a result of the
7 ACL injury he suffered during the period of insurance. Mr. Ryan provided supporting
8 information and documents with his submission, including another signed medical
9 authorization form allowing the Defendants to obtain medical records directly from
10 his medical providers.
11

12 38. On August 13, 2019, the Defendants’ adjuster requested that Mr. Ryan
13 complete a third (and entirely redundant) medical authorization form for the purported
14 purpose of obtaining his medical records from his medical providers. Yet again, Mr.
15 Ryan completed and returned the requested authorization form.
16
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18 39. On September 18, 2019, the Defendants sent a letter refusing to confirm
19 coverage for Mr. Ryan’s loss of value claim. Instead, the Defendants sought to justify
20 their delay and refusal to confirm coverage on a purported lack of medical records,
21 which if true, was, on information and belief, an issue entirely of the Defendants’ own
22 making. On information and belief, the Defendants did not diligently investigate the
23 claim and seek to obtain medical records directly from the medical providers despite
24 receiving multiple authorization forms affording such access and representing that this
25 step would be taken.
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1 40. The Defendants also based their refusal to confirm coverage on a series
2 of misstatements and misleading assertions regarding the insurance and the facts
3 surrounding its purchase. For example, the Defendants spuriously suggested that Mr.
4 Ryan submitted his premium payment, application, and medical authorization forms
5 “two months” late, when in reality, he provided all of these items within mere days.
6 After binding the insurance coverage, the Defendants’ agent/producer sent an invoice,
7 the application, and the medical authorization forms to Mr. Ryan on July 28, 2018.
8
9 Mr. Ryan completed and returned the requested forms within three (3) days of receipt,
10 and paid the \$149,840.00 premium within four (4) days of receiving the invoice.
11
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13 41. Moreover, the Defendants continued to rely on their August 16, 2018
14 endorsement and confirmed that the purported “right knee” exclusion was the product
15 of improper post-injury underwriting. Indeed, the Defendants confirmed the
16 endorsement was prompted by the Defendants’ consideration of events after the
17 effective date of coverage, which would not have implicated the narrow preexisting
18 condition exclusion that existed at the time of Mr. Ryan’s ACL injury.
19
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21 42. On October 29, 2019, Mr. Ryan sent a letter to the Defendants addressing
22 their misstatements, expressing concern about their handling of the claim, and
23 reiterating his demand for “loss of value” coverage. Among other things, Mr. Ryan
24 expressed disappointment with the Defendants’ apparent lack of diligence and failure
25 to seek medical records directly from his medical providers in accordance with the
26 multiple authorizations the Defendants had received and their prior representation that
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1 this was being done. Mr. Ryan highlighted that the medical providers are the best
2 source of such information, and encouraged the Defendants to seek any additional
3 information from the medical providers without further delay. He also provided the
4 medical records in his possession to expedite the process.
5

6 43. As of the date of this filing, the Defendants continue to engage in
7 unnecessary delay, refuse to confirm coverage, and have failed to pay the “loss of
8 value” benefits owed to Mr. Ryan under the insurance.
9

10 **FIRST CAUSE OF ACTION**

11 **(Breach of Contract)**

12
13 44. Mr. Ryan realleges and incorporates by reference herein each allegation
14 contained in paragraphs 1 through 43, above.

15 45. Mr. Ryan and the Defendants entered into a binding and enforceable
16 insurance contract. Mr. Ryan fully performed all or substantially all of the things
17 required of him under the insurance, or was excused from his performance. All
18 conditions required for the Defendants’ performance under the insurance have
19 occurred. The Defendants have breached the terms of the insurance by, among other
20 things:
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22

- 23 A. Wrongfully refusing to confirm coverage for Mr. Ryan’s claim;
24
25 B. Wrongfully refusing to pay the benefits owed for Mr. Ryan’s claim;
26
27 C. Failing to promptly and diligently investigate the claim;
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1 D. Repudiating the terms of the insurance contract that was bound and in
2 effect; and

3 E. Purporting to impose terms not present in the insurance contract that was
4 bound and effective at the time of Mr. Ryan's injury.
5

6 46. As a direct and proximate result of the Defendants' acts, Mr. Ryan has
7 been damaged in an amount in excess of the Court's jurisdictional limits. These
8 damages include the benefits due under the athletes disability insurance,
9 compensatory damages, general damages, special damages, benefit of the bargain
10 damages, interest, costs and attorneys' fees, all of which Mr. Ryan seeks to recover.
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13 **SECOND CAUSE OF ACTION**

14 **(Tortious Breach of Duty of Good Faith and Fair Dealing)**

15 47. Mr. Ryan realleges and incorporates by reference herein each allegation
16 contained in paragraphs 1 through 46, above.
17

18 48. Implied in the athletes disability insurance contract sold to Mr. Ryan is a
19 covenant that the Defendants would act in good faith and deal fairly with Mr. Ryan,
20 would do nothing to interfere with the rights of Mr. Ryan to receive the benefits due
21 under the insurance contract, and would give at least the same level of consideration
22 to Mr. Ryan's interests as the Defendants give to their own.
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25 49. In the course of dealing with Mr. Ryan, the Defendants breached the
26 implied covenant of good faith and fair dealing by, among other things:

27 A. Wrongfully refusing to confirm coverage for Mr. Ryan's claim;
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- 1 B. Wrongfully refusing to pay the benefits owed for Mr. Ryan's claim;
- 2 C. Failing to promptly and diligently investigate the claim;
- 3 D. Misrepresenting the applicable terms and conditions of coverage;
- 4 E. Repudiating the terms of the insurance contract that was bound and in
- 5 effect;
- 6 F. Purporting to impose terms not present in the insurance contract that was
- 7 bound and effective at the time of Mr. Ryan's injury;
- 8 G. Engaging in improper post-injury underwriting;
- 9 H. Seeking to render the insurance worthless and illusory;
- 10 I. Ignoring California law and industry standards; and
- 11 J. Giving greater consideration to their own interests than Mr. Ryan's
- 12 interests.

13 50. The Defendants did the things and committed the acts alleged above for
14 the purpose of consciously withholding from Mr. Ryan the rights and benefits to
15 which Mr. Ryan was entitled under the insurance contract, and without considering
16 the interests of Mr. Ryan to at least the same extent as the Defendants considered their
17 own interests. The Defendants' acts were inconsistent with the reasonable
18 expectations of their insured, contrary to established claims practices and legal
19 requirements, and constitute bad faith.
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26 51. As a direct and proximate result of the Defendants' acts, Mr. Ryan has
27 been damaged in an amount in excess of the Court's jurisdictional limits. These
28

1 damages include the benefits due under the insurance contract, compensatory
2 damages, general damages, special damages, benefit of the bargain damages, punitive
3 damages, costs and attorneys' fees, all of which Mr. Ryan seeks to recover in this
4 action.
5

6 52. Pursuant to the holding in *Brandt v. Superior Court*, 37 Cal. 3d 813
7 (1985), Mr. Ryan is entitled to recover all attorneys' fees and costs that he has
8 reasonably incurred, and is incurring, in his efforts to obtain the insurance benefits
9 that the Defendants seek to wrongfully withhold, and are withholding, in bad faith,
10 plus interest, in an amount to be proven at trial.
11
12

13 53. The Defendants' conduct has been despicable and done with a conscious
14 disregard of Mr. Ryan's rights, constituting oppression, fraud, and/or malice, in that
15 the Defendants have engaged in a series of acts designed to deny the benefits owed to
16 Mr. Ryan under the insurance contract. The Defendants have ignored Mr. Ryan's
17 interests and concerns with the requisite intent to injure within the meaning of
18 California Civil Code section 3294. Therefore, Mr. Ryan is entitled to recover
19 punitive damages from the Defendants in an amount sufficient to punish and make an
20 example of the Defendants and deter similar conduct.
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23 **CONDITIONS PRECEDENT**
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25 54. All conditions precedent have been performed or have occurred as
26 required.
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REQUEST FOR JURY TRIAL

Mr. Ryan hereby demands that this matter be heard before a jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Mr. Ryan respectfully prays for judgment entered against the Defendants,
as follows:

ON THE FIRST CAUSE OF ACTION

1. For damages, plus interest, according to proof at the time of trial.

ON THE SECOND CAUSE OF ACTION

2. For damages, including reasonable attorneys’ fees and expenses incurred in obtaining the benefits due to Mr. Ryan under the disability insurance contract, plus interest, according to proof at the time of trial.
3. For punitive damages in an amount to be determined at the time of trial.

ON ALL CAUSES OF ACTION

4. That judgment be entered in favor of Mr. Ryan and against the Defendants;
5. For costs of suit incurred herein; and
6. For such other, further, and/or different relief as may be just and proper.

1 DATED: November 22, 2019 BLANK ROME LLP

2
3 By: s/JULIA K. HOLT

4 Julia K. Holt
5 James R. Murray
6 Omid Safa
7 Dominique Meyer

8 Attorneys for Plaintiff
9 JACOB RYAN
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