

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

Civil Action No. \_\_\_\_\_

THE WESTERN UNION COMPANY, a Delaware corporation,

Plaintiff,

v.

ACE AMERICAN INSURANCE COMPANY, a Pennsylvania corporation,

Defendant.

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**COMPLAINT**

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Plaintiff The Western Union Company (“Western Union”) files this Complaint against Defendant ACE American Insurance Company (“Chubb”), alleging as follows:

**Nature of this Action**

1. This is an action for declaratory judgment, breach of contract and bad faith denial of coverage under C.R.S. § 10-3-1115 et seq., arising out of Chubb’s failure to fulfill its coverage obligations to Western Union under an all-risk property and business interruption insurance policy Western Union purchased from Chubb (the “All-Risk Policy”), for business interruption losses and damages sustained as a result of physical damage to property and resulting interruptions in business caused by the spread of the COVID-19 virus and orders issued by governments worldwide closing certain of Western Union’s insured properties and the premises of numerous suppliers to Western Union of premises from which Western Union agents operate.

2. Western Union seeks damages, up to the applicable limits of coverage, for Chubb's breach of its contractual obligations, as well as all damages authorized by statute for Chubb's failure to pay without reasonable basis, including two times Western Union's covered losses and its attorneys' fees and courts costs in this case.

### **The Parties**

3. Western Union is a Delaware corporation with a primary place of business in Denver, Colorado.

4. ACE American Insurance Company is incorporated under the laws of the State of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania.

### **Jurisdiction and Venue**

5. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship between Plaintiff and the Defendant and the amount in controversy, exclusive of interests and costs, exceeds \$75,000.

6. Venue of this action is properly situated in this District pursuant to 28 U.S.C. § 1391(b)(2) because the All-Risk Policy was issued to Western Union in this District and Chubb issued its denial letter to Western Union in this District.

### **Western Union's Money Movement and Payment Service Business**

7. Western Union is a leader in global money movement and payment services, providing people and businesses with fast, reliable and convenient ways to send money and make payments around the world.

8. Western Union's Consumer-to-Consumer money transfer service enables people to send money around the world, usually within minutes. Western Union's money transfer services are available through a global network of over 550,000 agent locations in more than 200 countries and territories.

9. Individual money transfers from one consumer to another are the core of Western Union's business, representing 83% of its total consolidated revenues for 2019. A substantial majority of these transfers were cross-border transactions.

10. Western Union's money transfer service is provided through one interconnected global network where a money transfer can be sent from one location to another, around the world. Most remittances are sent from one of Western Union's agent locations worldwide. Western Union's revenues are primarily derived from consideration paid by customers to transfer money. These revenues vary by transaction based upon factors such as channel, send and receive locations, the principal amount sent, whether the money transfer involves different send and receive currencies, the difference between the exchange rate set by Western Union to the consumer and the rate available in the wholesale foreign exchange market, and speed of service, as applicable.

11. Western Union's Business Solutions segment, which represented 7% of Western Union's total consolidated revenues for 2019, involves the facilitation of payment and foreign exchange solutions, primarily cross-border, cross-currency transactions, for small and medium size enterprises, and other organizations and individuals.

### **THE COVID-19 GLOBAL PANDEMIC**

12. In December 2019, during the period of the All-Risk Policy, an outbreak of illness known as COVID-19 caused by a novel coronavirus formally known as SARS-CoV-2 was first

identified in Wuhan, Hubei Province, China. In an unprecedented event that has not occurred in more than a century, a pandemic of global proportions then ensued, with the virus quickly spreading to Europe and around the world.

13. On January 30, 2020, the World Health Organization (“WHO”) declared the COVID-19 outbreak a Public Health Emergency of International Concern.

14. On March 11, 2020, the WHO declared COVID-19 a global pandemic.

15. The rapid spread of COVID-19 is due in part to the highly transmissible character of the virus. For example, as of March 1, 2020 there were 42,918 confirmed COVID-19 cases across the globe. That number increased to 747,899 confirmed cases in April and 2,421,669 cases in May. *See* <https://graphics.reuters.com/CHINA-HEALTH-MAP/0100B59S39E/index.html>.

16. As of January 8, 2021, the number of confirmed cases of COVID-19 is over 88.2 million worldwide, with over 1.9 million deaths. <https://coronavirus.jhu.edu/map.html>.

17. According to the Center for Disease Control (“CDC”), “everyone is at risk for getting COVID-19.” According to the CDC, a person may become infected by: (1) coming into close contact (about 6 feet) with a person who has COVID-19; (2) becoming exposed to respiratory droplets when an infected person talks, sneezes or coughs; and/or (3) touching surfaces or objects that have the virus on them, and then touching his or her mouth, eyes, or nose. *See* <https://www.cdc.gov/coronavirus/2019-ncov/faq.html>.

18. The incubation period for COVID-19 – the time between exposure (becoming infected) and symptom onset – can be up to 14 days. [https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ae25bc7\\_2](https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ae25bc7_2).

19. Asymptomatic individuals may also transmit the virus. *See* <https://www.cdc.gov/coronavirus/2019-ncov/faq.html>. At least 44% of all infections occur from people without any symptoms. *See* <https://www.nature.com/articles/s41591-020-0869-5>; <https://www.nbcnews.com/health/health-news/asymptomatic-covid-19-cases-may-be-more-common-suspected-n1215481>. Thus even individuals who appear healthy and present no identifiable symptoms of the disease can have and continue to spread the virus by breathing, speaking, or touching objects and surfaces.

20. According to a report in the New York Times, “[a]n infected person talking for five minutes in a poorly ventilated space can produce as many viral droplets as one infectious cough.” <https://nytimes.com/interactive/2020/04/14/science/coronavirus-transmission-cough-6-feet-around.html>. One human sneeze can expel droplets that can travel up to 27 feet at nearly a hundred miles an hour. <https://www.nationalgeographic.com/science/2020/04/coronavirus-covid-sneeze-fluid-dynamics-in-photos/>.

21. Although these virus-containing droplets are very small, they are still physical objects that can travel and attach to other surfaces and cause or threaten to cause further infections, loss or damage.

22. Current evidence suggests that SARS-CoV-2 may remain viable for hours to days on surfaces made from a variety of materials. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html>. The virus can survive and remain virulent on stainless steel and plastic for 3 to 6 days, on glass and banknotes for 3 days, and on wood and cloth for 24 hours. [https://www.thelancet.com/journals/lanmic/article/PIIS2666-5247\(20\)30003-3/fulltext](https://www.thelancet.com/journals/lanmic/article/PIIS2666-5247(20)30003-3/fulltext); <https://www.nejm.org/doi/pdf/10.1056/NEJMc2004973>. Testing of similar viruses

suggests SARS-CoV-2 can survive on ceramics and silicon for at least 5 days. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4659470/>. Studies from the National Institutes of Health support that the virus may be detected in aerosols for up to three hours, on plastic and stainless steel for up to three days, and on cardboard for up to 24 hours. <https://www.nih.gov/news-events/nih-research-matters/study-suggests-new-coronavirus-may-remain-surfaces-days>. In addition, the CDC confirmed that the virus was identified on surfaces of the Diamond Princess cruise ship a full 17 days after the cabins were vacated. <https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.htm>.

23. Without a vaccine, effective control of the spread of COVID-19 relies on measures designed to reduce human-to-human, human-to-surface, and surface-to-human exposure.

24. The presence of any SARS-CoV-2 particles renders physical premises unsafe, and thereby impairs their value, usefulness and/or normal function.

25. The presence of any SARS-CoV-2 particles causes direct physical loss and/or direct physical damage to property.

26. The presence of people infected with or carrying SARS-CoV-2 particles at premises renders premises, including property located at that premises, unsafe, resulting in direct physical loss to the premises and property.

27. As the world reacted to the oncoming pandemic, the mere threat of spread of such a deadly virus in indoor locations resulted in businesses such as the properties from which Western Union's agents operate being rendered unable to be used for their intended purposes.

28. An effective vaccine for COVID-19 was developed and approved only recently, and global distribution efforts are now underway.

**Global Response to the COVID-19 Pandemic**

29. In an effort to slow the spread of COVID-19 and as a consequence of the physical loss or damage caused by the disease, governments worldwide imposed unprecedented directives prohibiting travel, requiring certain “non-essential” or “high risk” businesses to close, and requiring residents to remain in their homes unless performing “essential” activities (“Closure Orders”).

30. The Closure Orders were in effect in numerous countries in which Western Union agents operate beginning in March 2020 and at other times thereafter during the policy period.

31. Included in many of the Closure Orders from around the world are declarations that the virus causes and has caused or imminently threatens physical loss or damage to property and human health.

32. For example, the State of Colorado’s Public Health Order, dated March 25, 2020 (“AMENDED PUBLIC HEALTH ORDER 20-24 IMPLEMENTING STAY AT HOME REQUIREMENTS”) provides:

3. There is clear evidence that some individuals who contract the COVID-19 virus have no symptoms or have mild symptoms, which means they may not be aware they carry the virus. Because even people without symptoms can transmit the disease, and because evidence shows the disease is easily spread, gatherings promote transmission of COVID-19. **COVID-19 also physically contributes to property loss, contamination, and damage due to its propensity to attach to surfaces for prolonged periods of time.**

4. The scientific evidence also shows that at this stage of the emergency, it is critical to slow transmission as much as possible to protect the most vulnerable and to prevent Colorado’s health care system from being overwhelmed. One proven way to slow the transmission is to limit interactions among people to the greatest extent practicable and increase the distance between people in the work environment. **This PHO helps to reduce the property damage caused by COVID-19 and preserves the welfare of our residents by reducing the spread of the disease in our**

**communities and our workplaces**, and preserving critical emergency and healthcare capacity in the State. (emphasis added).

33. In response to the Closure Orders, certain Western Union insured properties were closed during part of the period from March 2020 through today.

34. In response to the Closure Orders, numerous suppliers to Western Union of premises from which Western Union agents operate (“agent locations”) were forced to close those premises during at least part of the period from March 2020 through today.

35. In response to the Closure Orders, customers of Western Union were unable to access numerous Western Union insured properties and agent locations during part of the period from March 2020 through today.

36. The Closure Orders responded to the already present physical loss of or damage to property caused by COVID-19, and further presume that given the ubiquitous presence and spread of COVID-19 due to its highly contagious nature and ability to spread without being detected that the virus has caused and will continue to cause physical loss of or damage to property.

#### **The All-Risk Policy**

37. To protect against risks of property damage, threats of imminent physical property loss, and interruptions to Western Union’s business due to such risks and to protect against resulting orders of civil and military authorities that may further interrupt its business, Western Union purchased from Chubb for the period of October 1, 2019 to October 1, 2020 the All-Risk Policy, property insurance policy no. GPA D42285055 012, with a \$100 million aggregate limit. A copy of the All-Risk Policy is attached as Exhibit A hereto.



38. The limit of liability is subject to certain sublimits on a per occurrence basis within a coverage part set forth in greater detail in the All-Risk Policy’s Declarations.

39. The insurance policy at issue is an “all risk” policy, meaning that it insures against “all risk of direct physical loss, damage or destruction to property described herein occurring during the term of insurance, except as hereinafter excluded.” All-Risk Policy, § 1.

40. The terms “loss,” “damage” and “destruction” are not defined in the All-Risk Policy.

41. The All-Risk Policy defines covered property to include “[t]he interest of the Insured in all real and personal property.” All-Risk Policy, § 2(A).

42. The All-Risk Policy also provides “business interruption” coverage, insuring against

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by direct physical loss, damage, or destruction insured herein during the term of this Policy to real and personal property as described in Clause 2.A. of the Policy Provisions.

(2) If such loss occurs during the term of this Policy, it shall be adjusted on the basis of Actual Loss Sustained by the Insured, consisting of the Net Profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business, including Ordinary Payroll, and only to the extent such charges and expenses would have been incurred had no loss occurred.

All-Risk Policy, § 2(B)(1)-(2).

43. The All-Risk Policy further provides “extra expense” coverage, insuring against

(1) Extra Expense incurred resulting from direct physical loss, damage or destruction insured herein during the term of this Policy to real or personal property as described in Clause 2.A of the Policy Provisions.

(2) Extra Expense means the excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no direct physical loss, damage or destruction occurred.

All-Risk Policy, § 2(C)(1)-(2).

44. The All-Risk Policy provides additional “Time Element” coverages, including “contingent business interruption” coverage, “civil authority” coverage and “ingress/egress” coverage.

45. The All-Risk Policy’s “contingent business interruption” coverage extends to situations in which the interruption results from a supplier or customer of Western Union suffering physical loss, damage or destruction, insuring against

Direct physical loss, damage or destruction as insured herein to property of the type insured that wholly or partially prevents any direct supplier of any tier of goods and/or services to the Insured from rendering their goods and/or services, other than the services described in subparagraph (a) above, or property of the type insured that wholly or partially prevents any direct receiver of any tier of goods and/or services from the Insured from accepting the Insured's goods and/or services, such supplier or receiver to be located anywhere in the world where permitted by law.

All-Risk Policy, § 2(G)(1)(b).

46. The All-Risk Policy’s “civil authority” coverage extends to interruptions where access to Western Union’s property or the property of Western Union’s suppliers or customers is impaired by order of civil authority, insuring against

An interruption of business, whether total or partial, during the period of time not to exceed thirty (30) days, when in connection with or following a peril insured against, access to real or personal property is impaired by order or action of civil or military authority within five (5) statute miles of the Insured premises.

The provisions of this paragraph shall extend to include the Time Element extensions of coverage described under subparagraphs (1) (a), Service Interruption; (1) (b), Contingent Business Interruption and Contingent Extra Expense; and (1) (d), Leader Property.

All-Risk Policy, § 2(G)(2)(a).

47. The All-Risk Policy’s “ingress / egress” coverage extends to interruptions where ingress to or egress from Western Union’s property or the property of Western Union’s suppliers or customers is impaired by order of civil authority, insuring against

An interruption of business, whether total or partial, during the period of time when, in connection with or following a peril insured against, ingress to or egress from real or personal property is impaired.

The provisions of this paragraph shall extend to include the Time Element extensions of coverage described under subparagraphs (1) (a), Service Interruption; (1) (b), Contingent Business Interruption and Contingent Extra Expense; and (1) (d), Leader Property.

All-Risk Policy, § 2(G)(2)(b).

48. The All-Risk Policy includes an endorsement (the “State Amendatory Endorsement”) which, by its terms, “amend[s] the policy to conform to state-specific required minimum conditions and coverage” such that “the following exclusions, terms and conditions are hereby added to the policy and supersede any term or condition to the contrary in this policy unless such contrary term or condition is both lawful and less restrictive upon the Insured.”

49. One such term added to the All-Risk Policy by this endorsement with the effect of superseding any term or condition to the contrary in the All-Risk Policy is a revised definition of the word “pollutants” which specifically removes the word “virus” which appears within a superseded definition of “pollutants.”

50. The State Amendatory Endorsement is not limited in application to a particular state in geographical scope.

51. The Insurance Services Office, Inc. (“ISO”) publishes policy forms for use by the insurance industry.

52. The All-Risk Policy utilizes, in part, policy forms and language published by ISO, as reflected by the ISO copyright designation at the bottom of certain pages of the All-Risk Policy.

53. Prior to the effective date of the All-Risk Policy, ISO published and made available for use a standard virus exclusion form.

54. Chubb chose not to include the ISO standard virus exclusion form in the All-Risk Policy.

**Chubb’s Unfounded Failure to Pay Western Union’s Covered Losses**

55. The presence of virus, the community spread of virus, the threat of virus, and the above-referenced Closure Orders have operated to prohibit access to insured properties and agent locations from which Western Union’s business operates, as well as the immediate surrounding areas.

56. As a result of physical loss or damage to its insured properties and agent locations caused by the presence, community spread and threat of COVID-19 and the resulting Closure Orders, which are covered causes of loss under the All-Risk Policy, Western Union incurred losses due to the interruption of its business during the policy period.

57. Western Union incurred covered losses in its Consumer-to-Consumer money transfer service, as well as in the education-related payments solutions piece of its Business Solutions segment.

58. As there is no method to test for the presence of COVID-19 on property, as many of those afflicted with the disease are asymptomatic yet able to transmit the virus, and as individuals present at Western Union's insured properties and agent locations prior to issuance of the Closure Orders were numerous, it is statistically certain that the virus that causes COVID-19 was in and on the locations and was in and on the surrounding properties prior to issuance of the Closure Orders, and physical loss of or damage to property is thus presumed.

59. Indeed, Western Union's notice of loss specifically referenced by way of example a number of insured properties and agent locations where there were confirmed or presumptive cases of COVID-19 among personnel.

60. The actual and/or statistically certain presence of COVID-19 on and around the insured properties and agent locations triggered coverage under the All-Risk Policy.

61. The Closure Orders – issued directly as a result of physical loss of or damage to property within five miles of the insured properties and agent locations – impaired access to the insured properties and agent locations during the policy period. As a result, Western Union suffered covered business interruption / time element losses.

62. The All-Risk Policy Chubb sold to Western Union covers all risks of loss except for risks that are expressly and specifically excluded. The All-Risk Policy neither expressly nor otherwise excludes pandemics, communicable diseases or COVID-19 as a covered cause of loss.

63. On May 1, 2020, Western Union satisfied the All-Risk Policy's "Notice of Loss" provision by reporting to the Insured's claims contact at Marsh, USA for transmission to Chubb, that Western Union had suffered "Business Interruption and Time Element losses in connection

with interruption of its business operations in relation to the novel coronavirus disease COVID-19.”

64. More than 90 days later, on July 31, 2020, Chubb issued a coverage position letter stating its “reservation of rights” based on certain quoted policy provisions, but failed to confirm that Chubb would provide coverage for Western Union’s losses.

65. On August 6, 2020, Western Union promptly responded to Chubb’s July 31, 2020 letter both to respond to certain inquiries posed by Chubb and, specifically, to seek clarification from Chubb as to (i) why Chubb had not agreed that the All-Risk Policy applies to damages resulting from the Insured’s (or the Insured’s suppliers’ or customers’) physical loss of access to premises and (ii) why Chubb cited a purported definition of “pollutant” that included the word “virus” in its July 31 letter.

66. On August 17, 2020, Chubb sent a written response to Western Union’s August 6, 2020 letter. In that letter, Chubb took the position that the physical loss of access to premises by Western Union (or its suppliers or customers) did not constitute “physical loss, damage or destruction,” and thus did not trigger the insuring clause of the All-Risk Policy. In that same letter, Chubb represented that it cited a purported definition of “pollutant” that included the word “virus” solely for the purpose of advising Western Union of the potential applicability of coverage for cleanup costs under “Clause H. Decontamination Costs of Insured Property.”

67. Western Union again responded promptly on August 21, 2020 because Chubb’s August 17, 2020 letter did not provide the clarity Western Union had sought. Specifically, Western Union noted that the parties were in agreement that the All-Risk Policy covered “damage” to covered property, “destruction” of covered property *and* “loss” of covered property, each when

caused by a non-excluded peril (and Chubb has not contended that any excluded peril caused Western Union's losses).

68. Western Union further pointed out to Chubb that its apparent reading of "loss" to require structural damage to the premises or physical destruction of the premises cannot be correct because – as a number of courts have since recognized – "loss" must mean loss of physical access in order for "loss" to mean something different than structural damage to the premises or physical destruction of the premises.

69. Indeed, a growing number of courts have held that "loss" must mean something different than "damage" or "destruction," such that "loss" means (or, at minimum, could mean) when a policyholder (or a supplier to or customer of the policyholder) is prevented from using its business property for its intended purpose.

70. In its August 21, 2020 letter, Western Union further confirmed its understanding that Chubb was not claiming that the presence of a virus somehow operates to narrow the scope of the All-Risk Policy's insuring clause.

71. On October 7, 2020, Western Union sent a letter to Chubb following up on its August 21, 2020 letter, noting that Chubb had failed to respond to that letter in the prior six weeks. Western Union specifically requested that Chubb provide a full response within the week.

72. Chubb having again failed to respond in any way, Western Union sent an additional letter on October 16, 2020, again requesting that Chubb respond fully to Western Union's inquiry for clarification as to the bases of Chubb's purported "reservations" (which, are, in effect a denial of coverage) or, at minimum, that Chubb advise as to when a response would be forthcoming.

73. On November 19, 2020, Chubb finally responded through its outside counsel, again purporting to “reserve rights” but constructively denying coverage for the claim, restating Chubb’s position that loss of physical access cannot trigger the Policy’s insuring clause.

74. In that letter, Chubb also attempted to rewrite its claims handler’s prior correspondence, suggesting for the first time that the reason Chubb had cited a purported definition of “pollutant” that included the word “virus” in prior correspondence was because a purported “pollution exclusion” may be applicable to Western Union’s claim.

75. At no time has Chubb indicated that Western Union is mistaken as to its reading of Chubb’s correspondence to say that Chubb will not recognize coverage under the All-Risk Policy for Western Union’s claim absent structural damage to the premises or physical destruction of the premises.

## **CLAIMS FOR RELIEF**

### **COUNT I**

#### **(Declaratory Judgment)**

76. Plaintiff incorporates the facts set forth in all preceding paragraphs.

77. Western Union seeks a declaration, pursuant to 28 U.S.C. § 2201, that Chubb is obligated, in accordance with the terms of the All-Risk Policy, to provide insurance coverage for the losses of Western Union in relation to its insured properties and agent locations up to the applicable limits of liability.

78. An actual and justiciable controversy exists between the parties with respect to this issue because of Chubb’s refusal to perform its obligations under the All-Risk Policy.



79. A declaration of the parties' rights and obligations under the All-Risk Policy will serve to resolve the dispute between them.

**COUNT II**

**(Breach of Contract)**

80. Plaintiff incorporates the facts set forth in all preceding paragraphs.

81. The All Risk Policy constitutes a valid and enforceable contract between Western Union and Chubb.

82. Western Union performed its obligations under the All-Risk Policy, including making all required payments.

83. Western Union's claimed losses are covered under the All-Risk Policy.

84. By refusing to pay Western Union's covered losses, Chubb has breached the All-Risk Policy.

85. As a result of Chubb's breach of its duty to pay Western Union's covered losses, Western Union has suffered damages, the amount of which shall be determined at trial.

**COUNT III**

**(Statutory Bad Faith)**

86. Plaintiff incorporates the facts set forth in all preceding paragraphs.

87. Under C.R.S. § 10-3-1115, an insurer "shall not unreasonably delay or deny payment of a claim for benefits owed to or on behalf of any first-party claimant."

88. That statute provides that “an insurer’s delay or denial was unreasonable if the insurer delayed or denied authorizing payment of a covered benefit without a reasonable basis for that action.”

89. Section 10-3-1116 permits an insured whose claim has been unreasonably delayed or denied to bring an action to recover reasonable attorneys’ fees and court costs and two times the covered benefit.

90. Chubb lacked a reasonable basis to deny authorizing payment of Western Union’s covered losses.

91. As a result of Chubb’s bad faith refusal to pay Western Union’s covered losses, Western Union is not only entitled to recover compensatory damages for Chubb’s breach, but also two times its covered losses and its attorneys’ fees and courts costs in this case.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Western Union respectfully requests that the Court:

A. As to Count I, enter judgment pursuant to 28 U.S.C. § 2201 et seq. declaring that Chubb is obligated, in accordance with the terms of the All-Risk Policy, to provide insurance coverage for the losses of Western Union in relation to its insured properties and agent locations up to the applicable limits of liability;

B. As to Count II, enter judgment in favor of Western Union and against Chubb requiring Chubb to pay compensatory damages in an amount subject to proof at the time of trial, as well as all interest permitted by contract and by law;

C. As to Count III, enter judgment in favor of Western Union and against Chubb requiring Chubb to pay two times Western Union's covered losses, as well as Western Union's attorneys' fees and courts costs in this case;

D. As to all Counts, award Western Union its costs associated with this matter; and

E. As to all Counts, order such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Western Union requests a trial by jury.

Dated: January 15, 2021

Respectfully submitted,

By: /s/ Kevin McAdam

***Kevin McAdam***

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