

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

MARGARET HARRIS)	
)	
Plaintiff,)	
)	
v.)	CASE NO. 2:20-CV-00492
)	
ALIERA HEALTHCARE, INC., n/k/a)	
THE ALIERA COMPANIES, INC.)	
)	
Defendant.)	

NOTICE OF REMOVAL

Defendant Alieria Healthcare, Inc., n/k/a The Alieria Companies, Inc. (“Alieria”) hereby removes this action from the Circuit Court of Milwaukee County, Wisconsin, to the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division, pursuant to 28 U.S.C. § 1332, 1441(b), and 1446. In support of this removal, Alieria states as follows:

1. On February 27, 2020, Plaintiff Margaret Harris (“Harris”) commenced an action against Alieria in the Circuit Court of Milwaukee County, Case No. 2020-CV-001602, styled *Margaret Harris v. Alieria Healthcare, Inc., n/k/a The Alieria Companies, Inc.* (the “State Court Action”).

2. Alieria was served with the Complaint in the State Court Action via process server on March 6, 2020. A copy of the State Court Action’s docket is attached hereto as Exhibit 1. True and correct copies of all process, pleadings and orders served in 2020-CV-001602 or contained in the file of the Circuit Court of Milwaukee County, Wisconsin are attached as Exhibit 2.

3. Alieria has not appeared nor filed any pleadings, papers, or responsive motions in the State Court Action. There are no other named parties in the State Court Action other than Harris and Alieria, and no consent to this removal is required by any other person or entity.

4. Alieria received notice of the State Court Action on March 6, 2020, when it was served with process, and this Notice of Removal is filed within thirty (30) days after receipt of a copy of the initial pleading. Accordingly, this Notice of Removal is timely pursuant to 28 U.S.C. 1446(b).

5. Harris is a citizen of the State of Wisconsin. (*See* Ex. 2, at ¶ 1.)

6. Alieria is a foreign corporation with its principal place of business in Atlanta, Georgia. (*See id.* at ¶ 2.)¹

7. This case is a civil action that is subject to removal pursuant to 28 U.S.C. §§ 1441 and 1446 based on diversity jurisdiction. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. This action is between citizens of different states, and the amount in controversy exceeds \$75,000. (*See* Ex. 2, at ¶¶ 15, 19, and Ex. A thereto.) Harris demands payment from Alieria for \$144,762.86, plus interest, costs, and punitive damages. (*See id.* ¶¶ 28-42, Demand for Relief, and Ex. A.)

8. Venue is appropriate in the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division because the State Court Action was originated within this judicial district and division. *See* 28 U.S.C. § 1441(a).

¹ Paragraph 2 of the Complaint identifies Alieria as a foreign corporation and sets out its street address without including the city, state, and zip code. Ex. A to the Complaint, Harris's demand letter to Alieria, shows Alieria's full address, which is 900 Hammond Drive, Ste. 700, Atlanta, GA 30328.

9. Promptly after filing this Notice of Removal, Alera will give notice of the filing of this Notice of Removal to the Circuit Court of Milwaukee County and to Harris through her attorneys pursuant to 28 U.S.C. § 1446(d).

10. By this Notice of Removal, Alera does not waive and hereby expressly reserves any defenses it may have, including, but not limited to, any defenses that may be asserted pursuant to Rule 12 of the Federal Rules of Civil Procedure.

WHEREFORE, Defendant The Alera Companies, Inc. hereby removes and gives notice of removal of this action from the Circuit Court of Milwaukee County to the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division.

Respectfully submitted on March 26, 2020.

/s/ Kristen P. Watson

Kristen P. Watson

*Attorney for Defendant
The Alera Companies, Inc.*

OF COUNSEL:
BURR & FORMAN LLP
420 North 20th Street
Suite 3400
Birmingham, AL 35203
Telephone: (205) 251-3000

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing **NOTICE OF REMOVAL** has been filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

/s/ Kristen P. Watson _____
OF COUNSEL

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

Place an "X" in the appropriate box (required): Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

Margaret Harris

(b) County of Residence of First Listed Plaintiff Milwaukee
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Anthony Nudo Guttormsen, Terry & Nudo, LLC
4003 80th Street, Suite 101, Kenosha, WI 53142
(262) 842-2338

DEFENDANTS

Aliera Healthcare, Inc., n/k/a The Aliera Companies, Inc.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Kristen P. Watson Burr & Forman LLP
420 N 20th Street, Ste 3400, Birmingham, AL 35203
(205) 251-3000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY - <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1441 and 1446

Brief description of cause:

breach of contract and bad faith by insurance company

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

03/26/2020

SIGNATURE OF ATTORNEY OF RECORD

/s/ Kristen P. Watson

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

FILED _____

JUDGE _____

MAG. JUDGE _____

Exhibit 1

Milwaukee County Case Number 2020CV001602 Margaret Harris vs. Alera Healthcare, Inc.

Case summary

Filing date 02-27-2020	Case type Civil	Case status Open - Electronic filing
Class code description Other-Contract	Responsible official Murray-43, Marshall B.	Branch ID 43

Party summary

Party type Plaintiff Defendant	Party name Harris, Margaret Alera Healthcare, Inc.	Party status
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Parties

Plaintiff: Harris, Margaret

Date of birth	Sex	Race
----------------------	------------	-------------

Address (last updated 02-27-2020)

██████████ Milwaukee, WI 53213 US

Attorneys

Attorney name Nudo, Anthony	Guardian ad litem No	Entered 02-27-2020
---------------------------------------	--------------------------------	------------------------------

Defendant: Alera Healthcare, Inc.

Date of birth	Sex	Race
----------------------	------------	-------------

Address (last updated 02-27-2020)

990 Hammond Drive, Ste. 700, Atlanta, GA 30328 US

Also known as

Name The Alera Companies Inc.	Type Now known as	Date of birth
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Court activities

Date 05-27-2020	Time 04:00 pm	Location Courthouse, Room 208	Description Calendar call	Type Court	Court official Murray-43, Marshall B.
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Court record

Date	Event	Court official	Court reporter	Amount
02-27-2020	Exhibit			
02-27-2020	Jury demand			
02-27-2020	Jury fee paid			\$72.00
	Additional text:			
	Adjustment Number: 20A 026119, Payable Number: 843808, Receipt Number: 20RP008621, Amount: \$72.00			
02-27-2020	Filing fee paid			\$289.00
	Additional text:			
	Adjustment Number: 20A 026119, Payable Number: 843808, Receipt Number: 20RP008621, Amount: \$289.00			
02-27-2020	Case initiated by electronic filing			
02-27-2020	Summons and complaint	Murray-43, Marshall B.		

Exhibit 2

FILED

02-27-2020

John Barrett

Clerk of Circuit Court

2020CV001602

Honorable Marshall B.

Murray-43

Branch 43

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

Margaret Harris vs. Alera Healthcare, Inc.

**Electronic Filing
Notice**

Case-No: 2020CV001602
Class Code: Other-Contract

ALIERA HEALTHCARE, INC.
990 HAMMOND DRIVE, STE. 700
ATLANTA GA 30328

Case number 2020CV001602 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

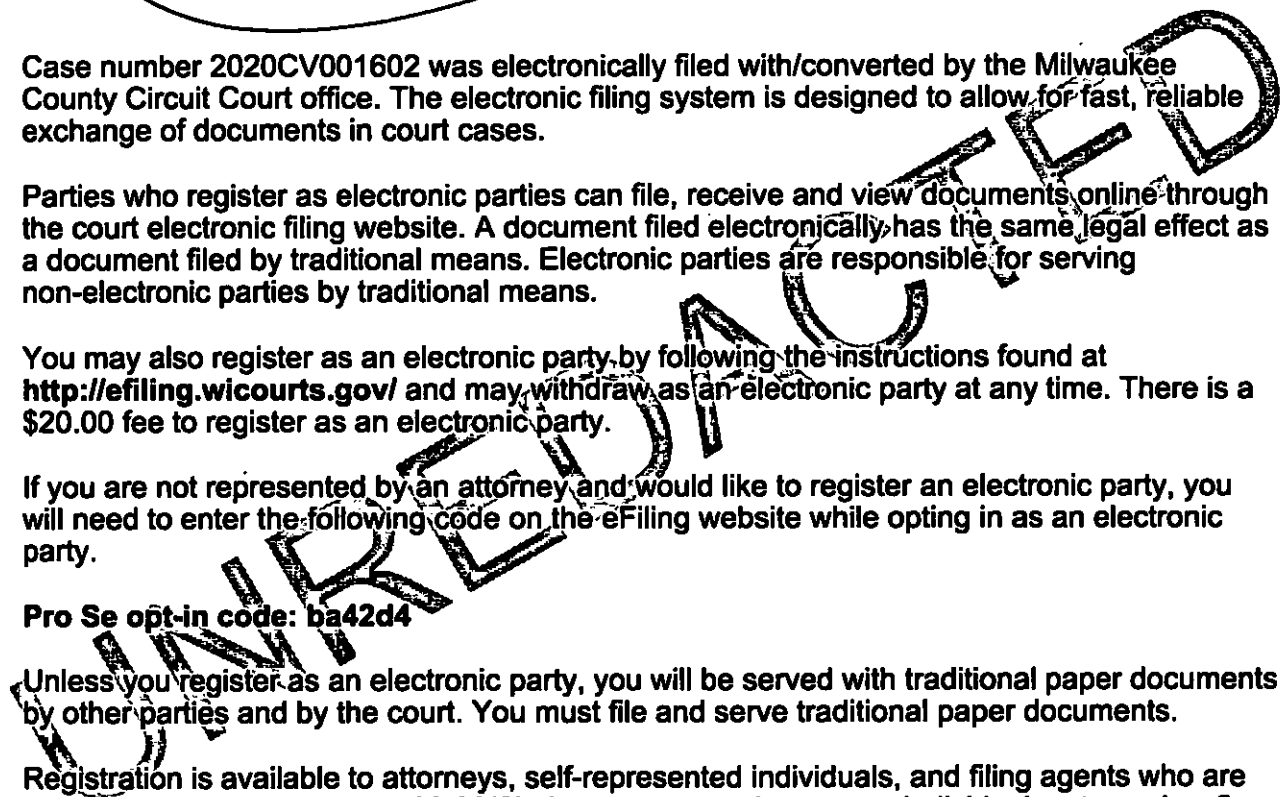
Pro Se opt-in code: ba42d4

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: February 27, 2020



FILED
02-27-2020
John Barrett
Clerk of Circuit Court
2020CV001602
Honorable Marshall B.
Murray-43
Branch 43

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

MARGARET HARRIS
1316 N. 70th St.
Wauwatosa, WI 53213-2816

Plaintiff,

-v-

ALIERA HEALTHCARE, INC.
n/k/a THE ALIERA COMPANIES INC.
990 Hammond Drive, Ste. 700
Atlanta, GA 30328,

Case Code: 30303
Other – Contracts

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a Defendant:

You are hereby notified that the Plaintiff, **MARGARET HARRIS**, has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the court, whose address is Kenosha County Courthouse, 912 56th Street, Kenosha, WI 53140, and Guttormsen, Terry & Nudo, LLC, Plaintiff's attorney, whose address is 4003 80th Street, Suite 101, Kenosha, WI 53142. You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.


Dated: February 26, 2020.

GUTTORMSEN, TERRY & NUDO, LLC
Attorneys for the Plaintiff, Margaret Harris

By: 

Anthony Nudo, Attorney at Law
State Bar Number: 1055242

DRAFTED BY:

 GUTTORMSEN, TERRY & NUDO, LLC
Anthony Nudo, Attorney at Law
SBN: 1055242
4003 80th Street, Suite 101
Kenosha, WI 53142
Telephone: (262) 842-2338
Facsimile: (262) 584-9949
Email: Anthony@LawMidwest.com

FILED
02-27-2020
John Barrett
Clerk of Circuit Court
2020CV001602
Honorable Marshall B.
Murray-43
Branch 43

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

MARGARET HARRIS
1316 N. 70th St.
Wauwatosa, WI 53213-2816

Plaintiff,

-v-

ALIERA HEALTHCARE, INC.
n/k/a THE ALIERA COMPANIES INC.
990 Hammond Drive, Ste. 700
Atlanta, GA 30328,

Case Code: 30303
Other – Contracts

Defendant.

COMPLAINT

NOW COMES the above mentioned Plaintiff, MARGARET HARRIS, by and through her attorneys, Guttormsen, Terry and Nudo, LLC, by Anthony Nudo, as and for a Complaint against the above named Defendant, ALIERA HEALTHCARE, INC. n/k/a THE ALIERA COMPANIES INC., hereby alleges and shows to the Court as follows:

PARTIES

1. The Plaintiff, MARGARET HARRIS, is an adult resident of the State of Wisconsin residing at [REDACTED] Wauwatosa, WI 53213-2816.
2. The Defendant, ALIERA HEALTHCARE, INC., is a foreign business corporation doing business in the State of Wisconsin with a principal place of business located at 990 Hammond Drive Ste. 700. ALIERA HEALTHCARE, INC. changed its name to THE ALEIRA COMPANIES INC. on or about October 7, 2019. The Defendant filed its name change with the Wisconsin Department of Financial Institutions on October 17, 2019. The registered agent for the

Defendant is CT Corporation System, 301 S. Bedford Street, Suite 1, Madison, WI 53703.

FACTS COMMON TO ALL CLAIMS

3. The Defendant, at all times relevant to this action, was and is engaged in the business of providing comprehensive healthcare insurance in the State of Wisconsin.

4. The Defendant, at all times relevant to this action, was and is licensed with the Wisconsin Office of the Commissioner of Insurance as an intermediary firm under license number [REDACTED] 4007.

5. The Defendant, at all times relevant to this action, was and is an “insurer”, as that term is defined under Wis. Stat. § 600.03(27).

6. The Plaintiff purchased and the Defendant issued comprehensive healthcare insurance policy number [REDACTED] 3106 (the “Policy”).

7. The Policy provides the Plaintiff and her immediate family healthcare coverage, at least, in the amount of \$139,662.86 for medical bills for injuries sustained by the insured.

8. The Plaintiff paid the Defendant a monthly insurance premium for the Policy.

9. The Policy was initially effective from May 15, 2018 through May 15, 2019.

10. The Plaintiff paid for the Policy as required under the terms of the Policy.

11. The Defendant cancelled the Plaintiff’s policy without proper notice on June 26, 2019 and back-dated the cancellation to May 14, 2019.

12. The Defendant terminated the Policy contrary to Wis. Stat. § 631.36, which required the Defendant to provide the Plaintiff notice of cancellation or nonrenewal at least 60 days prior to the expiration of the Policy.

13. The Defendant did not provide the Plaintiff notice of termination or cancellation as required under Wisconsin law.

14. The Policy was automatically renewed which extended the policy from May 15, 2019 through May 15, 2020 due to the Defendant's failure to deliver notice as required under Wisconsin law.

15. The Plaintiff incurred medical expenses in the amount of \$139,662.86, which were covered expenses under the terms of the Policy, and continues to accrue.

16. The Defendant accepted payment for the Policy.

17. The Plaintiff sustained injury and loss within the term of the Policy.

18. The Plaintiff's injury and loss were covered under the Policy.

19. The Plaintiff asserted a claim against the Policy for medical expenses covered thereunder. Further, the Plaintiff demanded payment for the same. A true and correct copy of the Plaintiff's demand letter is attached hereto as Exhibit A.

20. The Defendant denied the Plaintiff's claim.

FIRST CAUSE OF ACTION
Declaratory Judgment – pursuant to Wis. Stat. § 806.04

21. The Plaintiff repeats and realleges all paragraphs of this Complaint as fully set forth herein.

22. The Plaintiff suffered injury and loss covered under the Policy.

23. The Plaintiff submitted a claim to Defendant in a timely manner.

24. The Plaintiff has a reasonable expectation that Defendant would pay Plaintiff's claim under the Policy and Wisconsin law.

25. Based upon information and belief, the Defendant has been unreasonable in its denial of the Plaintiff's claims under the Policy and Wisconsin law.

26. An actual controversy exists between Plaintiff and Defendant regarding the enforceability of the Policy under Wisconsin law.

27. The Plaintiff is entitled to a declaration regarding the enforceability of the Policy and the scope of damage that would be covered under the Policy.

**SECOND CAUSE OF ACTION
Breach of Contract**

28. The Plaintiff repeats and realleges all paragraphs of this Complaint as fully set forth herein.

29. The Policy obligates Defendant to pay Plaintiff for certain types of damage including but not limited to medical bills caused by injuries sustained requiring medical attention.

30. The Defendant has breached the contract by failing to fully pay the Plaintiff all amounts owed under the Policy.

31. That Defendant's failure to pay the Plaintiff the funds owed under the Policy has caused and will cause damages to the Plaintiff.

32. The Policy obligates Defendant to provide notice of cancellation.

33. The Defendant has breached the contract by terminating the Policy without providing timely notice of cancellation to the Plaintiff.

34. The Defendant's wrongful termination of the Policy caused a lapse of coverage on the Property and has caused and will cause damages to the Plaintiff.

**THIRD CAUSE OF ACTION
Bad Faith by Insurance Company**

35. The Plaintiff repeats and realleges all paragraphs of this Complaint as fully set forth herein.

36. Coverage under the Policy is not fairly debatable.

37. The Defendant, in denying Plaintiff's claim for benefits under the Policy, either knew or recklessly failed to ascertain that the Policy was not terminated.

38. The Plaintiff is entitled to payment under the Policy, and the Defendant, in denying Plaintiff's claim for benefits under the Policy, either knew or recklessly failed to ascertain that the claim should have been paid.

39. The Defendant acted in bad faith by failing to pay Plaintiff for her claim.

40. The Defendant's failure to pay Plaintiff's claim has caused and will cause Plaintiff to incur damages, including attorney's and expert's fees.

FOURTH CAUSE OF ACTION
Punitive Damages – Contrary to Wis. Stat. § 895.043

41. The Defendant acted maliciously toward Plaintiff or in an intentional disregard of the rights of the Plaintiff.

42. The Defendant's act or course of conduct was (a) deliberate; (b) an actual disregard of the Plaintiff's right to a property right or some other right; and (c) sufficiently aggravated to warrant punishment by punitive damages.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

A. For all actual, compensatory, direct, consequential, and incidental damages related to this action, including actual attorney's fees, to Plaintiff.

B. For the Court to declare Plaintiff's right to coverage under the Policy pursuant to Wis. Stat. § 806.04 and award such amounts that are required under the terms of the Policy to compensate Plaintiff for her losses.

C. If parties claiming rights, subrogation, or reimbursement fail to participate in the prosecution of this action as provided under Wisconsin law, then for extinguishment of those alleged rights.

D. In the alternative, if parties claiming subrogation or reimbursement do appear and

participate in this matter, then for a determination of the rights of any party claiming subrogation rights, including, but not limited to, a determination that those rights are subject to Plaintiff being made whole by any settlement or by funds available to satisfy any claim or judgment in this matter.

E. For Punitive Damages under Wis. Stat. § 895.043 for the Defendant's intentional conduct as alleged herein in an amount to be determined by the trier of fact;

F. For all costs, disbursements, and attorney's fees related to this action.

G. For such other and further relief as the Court deems appropriate.

Pursuant to Wis. Stat. § 805.01, demand is hereby made for a twelve person jury.


Dated: February 26, 2020.

GUTTORMSEN, TERRY & NUDO, LLC
Attorneys for the Plaintiff, Margaret Harris

By: 

Anthony Nudo, Attorney at Law
State Bar Number: 1055242

DRAFTED BY:

 GUTTORMSEN, TERRY & NUDO, LLC
Anthony Nudo, Attorney at Law
SBN: 1055242
4003 80th Street, Suite 101
Kenosha, WI 53142
Telephone: (262) 842-2338
Facsimile: (262) 584-9949
Email: Anthony@LawMidwest.com

FILED

02-27-2020

G
N
GUTTORMSEN, TERRY & NUDO, LLC

Kenosha (262) 842-2030

4003 80th Street, Suite 100, Kenosha, WI 53142

Burlington (262) 757-7700

Clerk of Circuit Court

2020CV001602

Anthony Nudo
Anthony@LawMidwest.comHonorable Marshall B.
Murray-43
Branch 43

November 26, 2019

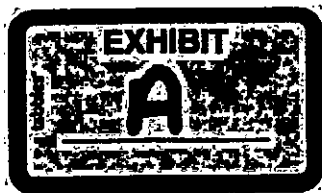
VIA EMAIL ONLY compliance@alieracompanies.comMs. Susan Hammerschmidt
Alier Healthcare, Inc.
990 Hammond Drive, Ste 700
Atlanta, GA 30328Re: Margaret Harris
Plan ID No. [REDACTED] 3106

Dear Ms. Hammerschmidt:

Please be advised that the undersigned represents Margaret Harris in the referenced healthcare plan. Ms. Harris has retained this office to pursue action against you regarding your unlawful termination of the referenced plan. Specifically, you canceled Ms. Harris' healthcare plan contrary to Wisconsin Insurance Law. As you know, you are an insurer, as that term is defined under Wis. Stat. § 600.03(27). As an insurer in the State of Wisconsin you are subject to all Wisconsin Insurance Laws.

You canceled Ms. Harris' healthcare plan without the notice required under Wis. Stat. § 631.36. I encourage you to review this statute. You were required to provide at least 60 days' notice prior to the date of expiration provided in Ms. Harris' policy. That simply did not happen. My client has suffered a pecuniary loss based on your unlawful actions. Specifically, she has incurred over \$139,000.00 of medical bills and more than \$5,000.00 in attorney's fees based on the unlawful termination.

A demand is made upon you to tender payment in the sum of \$144,762.86 to my trust account no later than December 16, 2019 by close of business day. Should payment or adequate arrangements not be made by that date, my client has authorized me to proceed with litigation in this matter. My client would sincerely desire to avoid litigation; however, the choice is entirely yours. I look forward to your prompt attention to this matter.



Ms. Hammerschmidt
November 26, 2019
Page 2

Sincerely,

GUTTORMSEN, TERRY & NUDO, LLC



Anthony Nudo

AN/fa
Enclosures
Cc: Margaret Harris
Sue Howard, via email
(sue.howard@alieracompanies.com)

FILED
02-27-2020
John Barrett
Clerk of Circuit Court
2020CV001602
Honorable Marshall B.
Murray-43
Branch 43

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

MARGARET HARRIS,

Plaintiff,

-v-

ALIERA HEALTHCARE, INC,


Defendant.

JURY DEMAND

NOW COMES the above-named Plaintiff, by her attorneys, GUTTORMSEN, TERRY & NUDO, LLC, by Anthony Nudo, hereby requests a trial by a jury of twelve (12) persons in the above-entitled matter. Tendered herewith is the jury fee in the amount of Seventy-Two Dollars and No/100's (\$72.00).


Dated this 27th day of February, 2020.

GUTTORMSEN, TERRY & NUDO, LLC
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