

✓ This quote is Correct

Quote from your brief:

Quote from source citation:

Source Citation: [McTernan v. City of York, 564 F.3d 636](#)

⊗ This quote is Incorrect

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Quote from source citation:

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Quote from source citation:

Source Citation: [Ashcroft v. Iqbal](#), 556 U.S. 662, 678

✓ This quote is Correct

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Quote from source citation:

Source Citation: [Ashcroft v. Iqbal, 556 us 662, 678](#)

⊘ This quote is Incorrect

Quote from source citation:

"Cited document not found"

6 ☐ This quote is Incorrect


Quote from your brief:

...Id. In that case, Judge Pappert dismissed the bad faith claim, holding that plaintiff's allegations were insufficient to ..."

Quote from source citation:

"No matching quote found in Id."

Source Citation: [Davis v. Malloy, 2017 usdistlexis 1](#)


7 ☐ This quote is Incorrect

Quote from your brief:

...State Farm Mut. Auto Ins. Co., supra, this Court noted that bad faith claims are fact specific, and that in order to survive a motion to dismiss, a plaintiff must plead specific facts. 2019 U.S. Dist. LEXIS 24085, at *8 (E.D. Pa. 2019). A plaintiff cannot merely say that an insurer acted unfairly, but must specify what acts were unfair. Id. But allegations that, at their core, say no more than "insurer negotiated unfairly because it negotiated unfairly," ... or "insurer acted in bad faith by acting in bad faith," fall far short of meeting that critical pleading threshold.

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8 ☐ This quote is Incorrect

Quote from your brief:

...faith claims are fact specific, and that in order to survive a motion to dismiss, a plaintiff must plead specific facts. 2019 U.S. Dist. LEXIS 24085, at *8 (E.D. Pa. 2019). A plaintiff cannot merely say that an insurer acted unfairly, but must specify what acts were unfair. Id. But allegations that, at their core, say no more than "insurer negotiated unfairly because it negotiated unfairly;" or "insurer acted in bad faith by acting in bad faith," ... fall far short of meeting that critical pleading threshold.

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9 ☐ This quote is Incorrect The pinpoint page in your citation is Incorrect


Quote from your brief:

...This court has consistently dismissed bad faith counts at the preliminary stage, where, as here, the Complaint failed to include sufficient factual averments. See, e.g., Kosmalski v. Progressive Preferred Ins., 2018 U.S. Dist. LEXIS 74124 (E.D. Pa. 2018) ("Absent additional facts regarding Kosmalski's insurance claim and the accompanying investigation, negotiations, or communications in support of the contention that Progressive's conduct was unreasonable and reckless, the Court is unable to infer bad faith on the part of Progressive." ...); Pasqualino v. State Farm Mut. Auto. Ins. Co., 2015 U.S. Dist. LEXIS 69318 (E.D. Pa. 2015) (Motion to dismiss granted and bad faith claim dismissed).

Quote from source citation:

"Absent additional facts regarding Kosmalski's insurance claim and the accompanying investigation, negotiations, or communications in support of the contention that Progressive's conduct was unreasonable and reckless, the Court is unable to infer bad faith on the part of Progressive."

Source Citation: [Kosmalski v. Progressive Preferred Ins., 2018 U.S. Dist. LEXIS 74124](#)

10 ☐ This quote is Incorrect


Quote from your brief:

...System.Linq.Enumerable.TakeRangeFromEndIterator>d_281`1[System.Char] "The Court finds that Defendant has demonstrated good cause for the issuance of a protective order. Plaintiff seeks to depose named personnel to gather information about the evaluation of his UIM claim. However, information about claims handling is not relevant to a breach of contract claim..." (Emphasis added.) " ...In Schwendinger-Roy v. State Farm, supra, the plaintiff filed suit for UIM benefits - a contract claim like the one at issue here. State Farm filed a motion in limine to preclude evidence regarding its alleged breach of the insurance contract and improper claims handling. The Court granted the motion and precluded evidence regarding State Farm's handling of the claim as well as its alleged breach.

Quote from source citation:

"No matching quote found in v. State Farm, supra."

Source Citation: [Johnson v. United States, 56 fappx 1](#)

11 ☐ This quote is Incorrect

Quote from your brief:

...System.Linq.Enumerable.TakeRangeFromEndIterator>d_281`1[System.Char] "The Court finds that it makes sense to separate out the UIM claims from the bad faith claims in this matter. The UIM claims require determination of liability and assessment of the plaintiff's injuries. The process that the insurer went through in investigating the plaintiff's claim is not relevant to that issue..." ...Here, Plaintiff's allegations and inferences in Paragraphs 15, 16 and 17, relating to the Liberty Mutual's conduct and claims handling, would only be material and pertinent if they bore some relevance to the underlying issues of liability, negligence, and/or causation and extent of damages from the motor vehicle accident. But they don't.

Quote from source citation:

"Cited document not found"