

Exhibit A

Complaint and Summons

20-106
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CENTURY 21 DEPARTMENT STORES, LLC,
66 PEARL RETAIL, LLC, 66 PEARL RETAIL II, LLC,
66 PEARL RETAIL ISG, LLC, 173 BWAY BLUE LLC,
262 MOTT BLUE TIC LLC, 444 86 BLUE LLC,
MIAMI DD 101 BLUE LLC, 28 NEWBURY JSRE TIC LLC,
TRUE BLUE ASSOCIATES LLC, STAR OF DAVID,
IRAYMOND-77 WARREN LLC,
SABRA ASSOCIATES LLC, 315 SEVENTH RETAIL LLC,
WEBWAY ASSOCIATES LLC, and CENTURY 21, INC.,

Plaintiffs,

-against-

STARR SURPLUS LINES INSURANCE CO.,
ALLIANZ GLOBAL RISKS US INSURANCE CO.,
AXIS SURPLUS LINES INSURANCE CO.,
LIBERTY MUTUAL FIRE INSURANCE CO.,
STEADFAST INSURANCE CO.,
ENDURANCE AMERICAN SPECIALTY INSURANCE CO.,
EVANSTON INSURANCE CO.,
LANDMARK AMERICAN INSURANCE CO.,
QBE SPECIALTY INSURANCE CO.,
GREAT AMERICAN FIDELITY INSURANCE CO.,
and CERTAIN UNDERWRITERS AT LLOYDS
SUBSCRIBING TO POLICY Nos. PG1902704,
PG1902346, PG1902696, PG1902698, PG1902707,
PG1902702, and PG1902712,

Defendants.

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Index No.:

SUMMONS

The Plaintiffs designate
New York County as the
place of trial.

The basis of venue is
Defendant's principal
place of business:
399 Park Avenue
8th Floor
New York, New York
10022

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer,

judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
July 8, 2020

WEG AND MYERS, P.C.
Attorneys for Plaintiffs
Federal Plaza
52 Duane Street, 2nd Floor
New York, New York 10007
(212) 227-4210

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COMPLAINT

Plaintiffs,

-against-

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PG1902702, and PG1902712,

Defendants.

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Plaintiffs, CENTURY 21 DEPARTMENT STORES, LLC, 66 PEARL RETAIL, LLC, 66
PEARL RETAIL II, LLC, 66 PEARL RETAIL ISG, LLC, 173 BWAY BLUE LLC, 262 MOTT
BLUE TIC LLC, 444 86 BLUE LLC, MIAMI DD 101 BLUE LLC, 28 NEWBURY JSRE TIC
LLC, TRUE BLUE ASSOCIATES LLC, STAR OF DAVID, IRAYMOND-77 WARREN LLC,
SABRA ASSOCIATES LLC, 315 SEVENTH RETAIL LLC, WEBWAY ASSOCIATES LLC,

and CENTURY 21, INC. (“Plaintiffs”), by their attorneys WEG AND MYERS, P.C., as for their Complaint herein allege as follows:

INTRODUCTION

1. Since 1961, Plaintiff Century 21 Departments Stores, LLC (“Century 21”), has been the owner and operator of discount retail department stores on the East Coast, with fourteen stores currently in operation.

2. Inspired by a World’s Fair exhibit titled “Century 21, The World of Tomorrow,” the name represents the owners’ mission to revamp the traditional retail model, allowing shoppers to access designer brands at amazing prices.

3. Century 21 has evolved from a small, discount department store into a must-see shopping destination for locals, tourists and celebrities alike, with its Cortlandt Street flagship store currently spanning six buildings in the Financial District.

4. As a result, Century 21 has become a mainstay of the lower New York shopping scene and beyond.¹

5. Due to Century 21’s success, it eventually expanded its presence and currently operates 14 large retail department stores located in four states.

6. Century 21, by and through its affiliated and subsidiary entities, the Retail Plaintiffs as hereinafter defined, has also made significant investment in real estate properties throughout North America, including specifically through the purchase of commercial real estate for rent.

7. Consistent with their desire to serve more and more of the consuming public as well as to protect their real estate investments, it was imperative that Plaintiffs procure various types of

¹ Indeed, on the hit television show Sex in the City, Sarah Jessica Parker’s character Carrie Bradshaw once observed that “Century 21, the downtown discount store, was THE best part of jury duty.”

insurance coverage in order to protect themselves from unforeseen occurrences.

8. With this insurance at hand, when various governmental entities began issuing Executive Orders which prevented Plaintiffs from continuing to operate its stores, they relied on the Defendants, who received a collective annual premium in the amount of \$1,223,444 to expeditiously adjust their claim, to provide interim payments in order to defray the daily sales losses that Plaintiffs are experiencing and review and analyze Plaintiffs’ books and records in order to calculate Plaintiffs’ ongoing losses.

9. In contrast to Plaintiffs’ expectations, Plaintiffs’ various insurance carriers failed to live up to their obligations, notwithstanding Plaintiffs timely response to all of the requests for information and documentation requested. Instead of receiving any monies, as their stores lay bare of customers, tenants failed to pay rent, and their own bills continued to mount, it was only on June 15, 2020, that Plaintiffs finally received a small portion of the monies owed to them.

10. As a result, not only have Defendants breached their contractual obligations to Plaintiffs, but they have violated their good faith and fair dealing obligations as well as failed to abide by the good faith settlement guidelines promulgated by the New York Department of Financial Services, as set forth in 11 NYCRR 216.6.

PARTIES

11. At all times hereinafter mentioned, Plaintiff CENTURY 21 DEPARTMENT STORES, LLC (hereinafter referred to as “Century 21”) was and is a domestic corporation duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 22 Cortlandt Street, New York, New York 10007.

12. At all times hereinafter mentioned, Plaintiff 66 PEARL RETAIL, LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 66 Pearl Street, New York NY, 10004.

13. At all times hereinafter mentioned, Plaintiff 66 PEARL RETAIL II, LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 66 Pearl Street, New York NY, 10004.

14. At all times hereinafter mentioned, Plaintiff 66 PEARL RETAIL ISG, LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 66 Pearl Street, New York NY, 10004.

15. At all times hereinafter mentioned, Plaintiff 173 BWAY BLUE LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 173 Broadway New York, NY 10007.

16. At all times hereinafter mentioned, Plaintiff 262 MOTT BLUE TIC LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 262 Mott Street, New York, NY 10012.

17. At all times hereinafter mentioned, Plaintiff 444 86 BLUE LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 444 86th Street, Brooklyn, NY 11209.

18. At all times hereinafter mentioned, Plaintiff MIAMI DD 101 BLUE LLC was and is a foreign limited liability company duly organized and existing under and by virtue of the laws of Delaware, having its principal place of business at 101 Northeast 40th Street, Miami FL 33137.

19. At all times hereinafter mentioned, Plaintiff 28 NEWBURY JSRE TIC LLC was and is a foreign limited liability company duly organized and existing under and by virtue of the laws of Delaware, having its principal place of business at 28 Newbury Street, Boston MA 02116.

20. At all times hereinafter mentioned, Plaintiff TRUE BLUE ASSOCIATES LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 28 Newbury St Boston MA 02116.

21. At all times hereinafter mentioned, Plaintiff STAR OF DAVID was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 28 Newbury Street, Boston MA 02116.

22. At all times hereinafter mentioned, Plaintiff IRAYMOND-77 WARREN LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 28 Newbury Street, Boston MA 02116.

23. At all times hereinafter mentioned, Plaintiff SABRA ASSOCIATES LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 253 Church Street, New York, NY 10013.

24. At all times hereinafter mentioned, Plaintiff 315 SEVENTH RETAIL LLC was and is a foreign limited liability company duly organized and existing under and by virtue of the laws of Delaware, having its principal place of business at 315 7th Avenue NY, NY 10001.

25. At all times hereinafter mentioned, Plaintiff WEBWAY ASSOCIATES LLC was and is a domestic limited liability company duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 112 Reade Street, New York, NY 10013.

26. At all times hereinafter mentioned, Plaintiff CENTURY 21, INC. (all Plaintiffs other than Century 21 hereinafter collectively referred to as “Real Estate Plaintiffs”) was and is a domestic corporation duly organized and existing under and by virtue of the laws of New York, having its principal place of business at 22 Cortlandt Street, New York, NY 10007.

27. At all times hereinafter mentioned, Defendant STARR SURPLUS LINES INSURANCE CO. (hereinafter referred to as “Starr”) was and is a foreign corporation organized and existing under and by virtue of the laws of Texas, having its principal place of business at 399 Park Avenue 8th Floor New York, New York 10022.

28. At all times hereinafter mentioned, Defendant ALLIANZ GLOBAL RISKS US INSURANCE CO. (hereinafter referred to as “Allianz”) was and is a foreign corporation organized and existing under and by virtue of the laws of Illinois, having its principal place of business at 225 West Washington Street, Suite 1800, Chicago, Illinois 60606.

29. At all times hereinafter mentioned, Defendant AXIS SURPLUS LINES INSURANCE CO. (hereinafter referred to as “Axis”) was and is a foreign corporation organized and existing under and by virtue of the laws of Illinois, having its principal place of business at 111 South Wacker Drive, Suite 3500, Chicago, Illinois 60606.

30. At all times hereinafter mentioned, Defendant LIBERTY MUTUAL FIRE INSURANCE CO. (hereinafter referred to as “Liberty”) was and is a foreign corporation organized and existing under and by virtue of the laws of Wisconsin, having its principal place of business at 175 Berkeley Street, Boston, Massachusetts, 02116.

31. At all times hereinafter mentioned, Defendant STEADFAST INSURANCE CO. (hereinafter referred to as “Steadfast”) was and is a foreign corporation organized and existing

under and by virtue of the laws of Illinois, having its principal place of business at 1400 American Lane, Schaumburg, Illinois 60196.

32. At all times hereinafter mentioned, Defendant ENDURANCE AMERICAN SPECIALTY INSURANCE CO. (hereinafter referred to as “Endurance”) was and is a foreign corporation organized and existing under and by virtue of the laws of Delaware, having its principal place of business at 750 3rd Avenue, New York, New York 10017.

33. At all times hereinafter mentioned, Defendant EVANSTON INSURANCE CO. (hereinafter referred to as “Evanston”) was and is a foreign corporation organized and existing under and by virtue of the laws of Illinois, having its principal place of business at Ten Parkway North, Deerfield, Illinois 60015.

34. At all times hereinafter mentioned, Defendant LANDMARK AMERICAN INSURANCE CO. (hereinafter referred to as “Landmark”) was and is a foreign corporation organized and existing under and by virtue of the laws of New Hampshire, having its principal place of business at 945 East Paces Ferry Road, Suite 1800, Atlanta, Georgia 30326.

35. At all times hereinafter mentioned, Defendant QBE SPECIALTY INSURANCE CO. (hereinafter referred to as “QBE”) was and is a foreign corporation organized and existing under and by virtue of the laws of North Dakota, having its principal place of business at 55 Water Street, New York, New York 10004.

36. At all times hereinafter mentioned, Defendant GREAT AMERICAN FIDELITY INSURANCE CO. (hereinafter referred to as “Great American”) was and is a foreign corporation organized and existing under and by virtue of the laws of Ohio, having its principal place of business at 301 E. Fourth St., Cincinnati, Ohio 45202.

37. At all times hereinafter mentioned, Defendant CERTAIN UNDERWRITERS AT LLOYDS, LONDON SUBSCRIBING TO POLICY Nos. PG1902704, PG1902346, PG1902696, PG1902698, PG1902707, PG1902702, and PG1902712 (hereinafter referred to as “Lloyds,” and together with all Defendants collectively “Defendant Insurers”) was and is a foreign corporation organized and existing under and by virtue of the laws of England, having its principal place of business at One Creechurch Place, London EC3A 5AF, United Kingdom.

THE NOVEL CORONAVIRUS AND ITS EFFECTS

38. It is beyond cavil that the world is currently experiencing a global pandemic from a disease caused by a novel coronavirus (specifically, SARS-COV-2) and commonly referred to as Covid-19.

39. From at least as early as December 2019, Covid-19 began spreading, first in China and then, because the disease is highly contagious, rapidly around the globe.

40. On January 30, 2020, the World Health Organization (WHO) declared the Covid-19 outbreak constituted a public health emergency of international concern.

41. Not only is SARS-COV-2 transmitted via human-to-human, but the WHO and scientific studies have confirmed that the virus can remain infectious on objects or surfaces.

42. By February 25, 2020, the Center for Disease Control (“CDC”) warned Americans that the world was on the brink of a global pandemic, effectively dismantling any notion that SARS-COV-2 would not affect the population of the United States.

43. From that point forward, COVID-19 and its damaging consequences received wide spread media attention.

44. As a result of this outbreak the Center for Disease Control began recommending that individuals stay at home and those who are not sick engage in preventive measures such as

constant hand washing and the avoidance of activities that would bring them into close proximity of people or surfaces where the virus resides.

45. Given the nature of the Plaintiffs' various businesses, the spread of the Covid-19 virus led to significant economic damages.

46. These damages resulted from damage to and from within the Plaintiffs insured premises as well as from premises within the vicinity of the various insured locations.

47. Such damage both existed on surfaces found within the insureds and surrounding premises as well as in the breathable air circulating within the insureds and surrounding premises.

48. Scientific studies suggest that the virus may remain active on surfaces for times varying from hours to days. Indeed, following an outbreak on a cruise ship, the CDC confirmed that the virus was still alive on surfaces within cabins on the ship up to seventeen days after the passengers departed the ship.²

49. In addition, human beings spread Covid-19 through the simple act of breathing in air that contains viral droplets. The New York Times recently reported that "[a]n infected person talking for five minutes in a poorly ventilated space can also produce as many viral droplets as one infectious cough."³

50. In addition, studies have verified that many individuals remain asymptomatic despite infection by Covid-19.⁴

51. Consequently, while it is possible to identify certain individuals who are suffering

² <https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.htm>

³ <https://www.nytimes.com/interactive/2020/04/14/science/coronavirus-transmission-cough-6-feet-arul.html>

⁴ <https://www.usnews.com/news/health-news/articles/2020-05-28/studies-detail-rates-of-asymptomatic-cases-of-coronavirus> (observing that 42% of infected persons in Wuhan, China were asymptomatic).

from obvious symptoms of the coronavirus, absent significant medical testing, it is impossible to distinguish between infected and non-infected members of the general public.

52. In addition to a decrease in sales as a result of the desire of customers to avoid contracting the virus while visiting Century 21’s retail locations, civil authority orders began to be issued by various states and localities where Plaintiffs maintain their stores and real estate, all of which required those properties to close their doors to the public.

53. The basis of these orders were all predicated, in part, on the effect of the presence of Covid 19 within enclosed, highly trafficked locations.

54. For example, the following relevant orders were issued by authorities in localities where the Plaintiff Century 21 operated its retail locations:

WHEREAS, on March 7, 2020, New York State Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York to address the threat that COVID-19 poses to the health and welfare of New York residents and visitors; and

...

WHEREAS, this order is given because of the propensity of the virus to spread person to person and also because the virus physically is causing property loss and damage; and

NOW, THEREFORE, pursuant to the powers vested in me by the laws of the State of New York and the City of New York, including but not limited to the New York Executive Law, the New York City Charter and the Administrative Code of the City of New York, and the common law authority to protect the public in the event of an emergency:

...

Any large gathering or event for which attendance is anticipated to be in excess of fifty people, or in excess of any number established as the maximum number permitted by an order of the Governor issued pursuant to his powers under section 29-a of the Executive Law, is cancelled or postponed.

Each employer shall reduce the in-person workforce at any work locations

by 50% no later than March 20, 2020 at 8:00 p.m., and shall further reduce its in-person workforce to the extent required by any order of the Governor issued pursuant to his powers under section 29-a of the Executive Law.

New York City Emergency Executive Order Nos. 100, 102

WHEREAS, on March 6, 2020, in response to the 2019 novel coronavirus disease, COVID-19, the Governor of Pennsylvania issued a Proclamation of Disaster Emergency; and

...

WHEREAS, on March 16, 2020, the Governor of Pennsylvania announced that the Commonwealth of Pennsylvania is imposing mitigation efforts to curtail the spread of COVID-19 uniformly across the Commonwealth, calling upon nonessential businesses (excluding business such as grocery stores and medical facilities) to close beginning at midnight Tuesday March 17, 2020; and

WHEREAS, COVID-19 is easily transmitted, especially in group settings, including by people with no symptoms or mild symptoms who may unknowingly spread the disease to others; and

WHEREAS, COVID-19 may remain viable for hours to days on surfaces made from a variety of materials located in businesses and other places, thus contaminating certain property and places; and

...

NOW, THEREFORE, James F. Kenney, Mayor of the City of Philadelphia, and Dr. Thomas A. Farley, Health Commissioner of the City of Philadelphia, pursuant to all authority granted under the Philadelphia Home Rule Charter, The Philadelphia Code and the Regulations of the Board of Health of the City of Philadelphia, hereby ORDER as follows:

Section 1. Prohibition on Operation of Non-Essential Businesses in Philadelphia

A. No person or entity shall operate a non-essential place of business.

Philadelphia Mayoral Order dated March 17, 2020

55. As a result of these and similar orders, all of which evidenced the damages being suffered by the Plaintiffs, Plaintiffs additionally suffered losses resulting from the failure of their

tenants to pay rent in a timely manner, as well as their rental obligations as a tenant.

56. Plaintiffs additionally incurred extra expense in an effort to continue operations on a limited basis through web sales and similar.

57. Plaintiffs quantified a partial loss as a result of the above by filing with Defendants a Sworn Statement in Partial Proof of Loss on May 26, 2020.

58. The Sworn Statement in Partial Proof of Loss was accompanied by detailed documentation, including Plaintiffs' business records, which reflected the losses suffered by the Plaintiffs through May 31, 2020.

THE CENTURY 21 INSURANCE PROGRAM

59. This is an action for breach of insurance contract arising from the failure of the Defendant Insurers to provide payment to Plaintiffs for its losses resulting from a slow-down in business as a result of contagious disease near its premises beginning in Paramus, New Jersey, on or about March 2, 2020.

60. On or about August 1, 2019, for good and valuable consideration, Plaintiffs procured a layered program of property insurance with a collective limit of liability in the amount of \$350 million.

61. The policies of insurance issued by each Defendant Insurer are specified on Schedule A attached hereto (the "Relevant Policies").

62. All Plaintiffs are either a named insured, an additional named insured, or otherwise extended insurance coverage under the Relevant Policies.

63. The Relevant Policies provide coverage for, *inter alia*, damage to the Plaintiffs' property, as well as losses of income due to business interruption, an order of civil authority or the inability of the public to enter Century 21's stores (ingress/egress coverage) or loss of rental value

or rental income.

64. Each of the Relevant Policies bears effective dates from August 1, 2019 to August 1, 2020.

65. Each of the Relevant Policies was in full force and effect as of March 2020, and remains in full force and effect through the filing date of this Complaint.

66. The Relevant Policies, as part of a layered program of insurance, contain generally consistent terms, with most policies agreeing to conform to the terms of the policy of insurance issued by Defendant Starr, notwithstanding anything to the contrary otherwise stated within a particular policy.

67. Each of the Relevant Policies is an “all risks” policy, meaning that a loss is covered unless a specific exclusion listed in the policy precludes coverage.

68. As stated in the Relevant Policies, other than the Allianz Policy, the Relevant Policies cover “PERILS INSURED AND TERRITORY: All Risks of physical loss of or damage to the property hereunder while in all situations anywhere in the world.”

69. The Allianz Policy, containing similar “all risk” language provides: “Subject to the terms, conditions, exclusions and limitations contained herein or endorsed hereon and in consideration of the premium paid, this “policy” covers all risks of direct physical loss or damage to Insured Property at Insured Location(s), provided such physical loss or damage occurs during the Policy Period.”

70. The Relevant Policies carry a limit of liability of “\$350,000,000 combined limit for all coverages any one loss any one location.”

71. Without limiting the generality of the foregoing, the Relevant Policies further provide specific coverage grants provided by the Relevant Policies, including both coverage for

physical property and business interruption.

72. Specifically, the Relevant Policies state:

Except as hereinafter excluded, this Policy covers:

(1) The interest of the Insured in all real and personal property including accounts receivable, valuable papers, business interruption, contingent business interruption, extra expense, contingent extra expense; etc.; all as owned or used or intended acquired, and including Insured's interest in improvements and betterments in buildings not owned by the Insured.

73. The Relevant Policies further provide:

AUTOMATIC COVER: Company agrees to provide automatic coverage on the property insured hereunder subject to Policy limits of liability, at any location acquired or newly used or reactivated including non-owned, hired, temporary, bill and hold, exhibitions and further of newly acquired Companies, by the Insured after inception of this Policy for identical perils and exposures.

74. The Allianz Policy likewise provides as follows:

Except as excluded hereinafter, Insured Property consists of property described below:

1. Real property in which the Insured has an insurable interest.

2. Personal property:

a. owned by the Insured, including the Insured's interest as a tenant in improvements and betterments.

In the event of physical loss or damage not otherwise excluded by this "policy" to such improvements and betterments, the Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary.

b. of officers and employees of the Insured.

c. of others in the Insured's custody:

(1) to the extent the Insured is under obligation to keep such property covered for physical loss or damage not otherwise excluded by this "policy"; or (2) to the extent of the Insured's legal liability for physical loss or damage not otherwise excluded by this "policy" to such property.

75. In addition to the property coverages set forth above, all of the Relevant Policies include coverage which protects the insured's income stream in case of an interruption to the

operation of Plaintiff's business and losses of income caused thereby.

76. The Business Interruption provision provides in relevant part:

This Policy covers the Insured's loss due to necessary interruption of Business as a result of damage caused directly by a peril not otherwise excluded hereunder to the property utilized by the Insured in the event the Insured is wholly or partially prevented from continuing normal business operations or services.

(1) RETAIL OPERATIONS:

(a) Loss to be computed from date of occurrence of such loss or damage until such time as the described property could with the exercise of due diligence and dispatch, be restored NEW to the same normal operating sales volume after rehabilitation under the applicable Local Ordinances, OSHA Standards, Federal Standards, Anti-Pollution Laws and insurance requirements at the time of construction as before the loss or damage and not limited by the date of expiration, if any, of this Policy, except as provided for in paragraph (e), when applicable.

If any of our retail locations sustains a damage or loss, as covered herein, which results in a partial or total interruption of business, it is understood and agreed that the amount of such loss of gross sales shall be calculated and paid to the Insured in the following manner:

- i. The loss of gross sales for the specified location during which interruption continues shall be obtained from the corresponding period of the previous year and adjusted to the date of loss as reflected by the Insured's operational reports.
- ii. If the Insured's business is interrupted for a period of 48 hours or less, the loss of gross sales to the specified location during which interruption continues shall be obtained from averaging the 6 weeks after the date of loss as reflected by the Insured's operational reports.

...

(d) Reimbursement shall be paid on basis of thirty-five (35%) percent of the loss of gross sales as determined above, subject to the policy limits of liability.

(e) Reimbursement shall likewise be made for loss of gross sales resulting from damage to another place of business not owned nor operated by the Insured but by reason of proximity has an effect on the Insured's business until such time that the non-owned property could, with the exercise of due diligence and dispatch, be restored NEW to the same condition that existed

as before the loss or damage and not limited by the date of expiration, if any, of this Policy.

(f) When determining the amount of loss, the insured shall received payment for the difference in gross sales from the date of loss to such time as they meet the level of gross sales from a corresponding period adjusted to the current year's experience.

(g) If a loss occurs at a warehouse and/or distribution center, which causes a loss of gross sales at a retail location, then the business interruption loss of gross sales at the retail store shall be calculated in the same manner and according to the same terms and conditions as stated in Clauses (a), (b), (c), (d), & (e) above even though a physical loss has not occurred at any retail location supplied by that warehouse.

...

(i) It is understood and agreed that this is a Valued Form of reimbursement calculated on gross sales, and recovery hereunder is not conditioned on gross or net earnings of the Insured. Furthermore, the value of the business interruption claim shall not be reduced in the event of a selling price claim on the insured's damaged or consequentially damaged inventory.

77. In the Allianz Policy, a similar term reads in relevant part:

This "policy" covers TIME ELEMENT loss, as provided under TIME ELEMENT COVERAGES, during the PERIOD OF LIABILITY directly resulting from physical loss or damage not otherwise excluded by this "policy" to Insured Property at Insured Location(s), or as otherwise provided in this section or endorsed hereon.

...

TIME ELEMENT COVERAGES

...

3. GROSS EARNINGS

a. The recoverable GROSS EARNINGS loss is the actual loss sustained by the Insured due to the necessary interruption of the Insured's business during the PERIOD OF LIABILITY as respects "gross earnings" less all charges and expenses that do not necessarily continue during such interruption.

78. The Allianz Policy further provides:

Extended Period of Liability

a. GROSS EARNINGS, RENTAL INSURANCE and IMPOUNDED WATER are extended to cover the additional length of time:

- (1) as would be required with the exercise of due diligence and dispatch to restore the Insured’s business to the condition that would have existed had no physical loss or damage not otherwise excluded by this “policy” occurred;
- (2) starting on the date the applicable PERIOD OF LIABILITY ends.

b. Coverage provided under this extension:

- (1) as respects GROSS EARNINGS and RENTAL INSURANCE: is subject to the Time Limit specified for EXTENDED PERIOD OF LIABILITY - GROSS EARNINGS AND RENTAL INSURANCE;
- (2) as respects IMPOUNDED WATER: is subject to the Time Limit specified for EXTENDED PERIOD OF LIABILITY - IMPOUNDED WATER.

The Time Limit starts on the date the applicable PERIOD OF LIABILITY ends.

79. The Relevant Policies have also extended their coverage for business income loss, such that income losses suffered by the insured that do not result from direct physical damage to the insureds’ property but rather from damage to their suppliers or customers are likewise covered.

80. Other than the Allianz Policy, the Relevant Policies indicate coverage as follows:

CONTINGENT BUSINESS INTERRUPTION:

(1) This Policy covers against damage or loss resulting from necessary interruption of business caused by damage to or destruction by a peril not otherwise excluded to Real or Personal property or facilities of Suppliers or Customers which wholly or partially prevents the receipt or delivery of materials to the account of the Insured and results in a necessary interruption of the Insured’s normal business operations.

(2) In the event of such damage or loss, this company shall be liable for the loss sustained by the Insured resulting directly from such interruption of business, calculated on the “Retail Operations” method stated in this Policy as applicable.

81. The Allianz Policy provides:

This “policy” is extended to cover the actual loss sustained and the EXTRA

EXPENSE incurred by the Insured during the PERIOD OF LIABILITY directly resulting from physical loss or damage not otherwise excluded by this "policy" to any property, except as excluded under EXCLUDED PROPERTY, at any "location" of direct suppliers or direct customers, provided that:

- (1) such physical loss or damage prevents:
 - (a) such direct suppliers from supplying goods or services to the Insured; or
 - (b) such direct customers from receiving goods or services from the Insured;
- (2) such direct suppliers have a contractual obligation with the Insured to supply goods or services to the Insured;
- (3) such direct customers have a contractual obligation with the Insured to receive goods or services from the Insured;
- (4) such "location" of direct suppliers or direct customers is situated within the Policy Territory.

82. For the year ending 2019, Plaintiff Century 21 had annual gross sales of \$835.38 million, including sales from eCommerce.

83. Similarly, in addition to Business Interruption coverage, the Relevant Policies also provide coverage for Extra Expense.

84. Specifically, the Extra Expense provisions of the Relevant Policies provide:

(1) This Policy is extended to cover such necessary extra expense incurred by the Insured; in order to continue operations protecting real or personal property insured for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as having been damaged or destroyed, starting with the date of such damage or destruction and not limited by the date of the termination of the Policy, if any, but subject to the Policy limits of liability.

(2) The term "Extra Expense" wherever used in this Form, is defined as the excess, if any, of the cost(s) during the period of restoration chargeable to the operation of the Insured's business, over and above cost(s) that would normally have been incurred to conduct the business had no loss occurred. There shall be no time limitation or reimbursement limitation for period of restoration. There is 100% availability of funds from first month forward.

(3) "Normal" shall mean the condition that would have existed had no loss occurred.

85. The Allianz Policy likewise provides:

The recoverable EXTRA EXPENSE loss is the reasonable and necessary

extra costs incurred by the Insured during the PERIOD OF LIABILITY as respects the following:

- (1) extra costs to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
 - (2) extra costs of temporarily using property or facilities of the Insured or of others;
- less any value remaining at the end of the PERIOD OF LIABILITY for any property obtained in connection with the above.

86. In addition to Business Interruption coverage and Extra Expense Coverage, the Relevant Policies provide coverage for a loss of Rent and Rental Values.

87. Specifically, the Rent and Rental Values provisions of the Relevant Policies provide:

- (1) This Policy shall also cover actual loss sustained by perils not otherwise excluded for loss of "Rental Income" or "Rental Value" or "Rental Expense" (all hereinafter called "Rents") subject to the Policy limits of liability.
- (2) The terms "Rents" whenever used in this Policy, shall mean the actual annual gross rent (payable or receivable) from lease of premises or equipment including value of the occupied portion or portions and the estimated annual rental of the vacant and/or unoccupied portion or portions of the buildings. If Insured occupies any portion, a fair rental value of the portion so occupied shall be considered as a part of the rents insured.
- (3) Rents includes taxes, interest and other continuing expenses required by lease, or agreement in addition to the stipulated rental value.
- (4) Loss to be computed from date of occurrence of such damage or loss, until such time as the described buildings or equipment could, with the exercise of due diligence and dispatch, be restored to the same normal condition as before the damage or loss and also, to the same level of occupancy as before the damage or loss and not limited by the date of expiration of this Policy.
- (5) Coverage hereunder extends to direct damage to one portion of the building by an insured peril which causes a tenant in an undamaged portion of the building to abate their lease or be forced to vacate the premises even though there is no direct damage to their premises.
- (6) Coverage hereunder shall apply if, after an insured event (an actual loss sustained by a peril not otherwise excluded), which occurs at either a covered location or at a location within proximity of a covered location, tenants vacate the premises due to their inability and/or unwillingness to pay their rent.
- (7) 365 day extended period of indemnity coverage to be provided.
- (8) "Normal" shall mean the condition that would have existed had no loss occurred.

88. The Allianz Policy likewise provides:

The recoverable LEASEHOLD INTEREST loss is as follows:

- (1) If the lease agreement requires continuation of rent and
 - (a) if the property is wholly untenable or unusable: the actual rent payable for the unexpired term of the lease; or
 - (b) if the property is partially untenable or unusable: the proportion of the rent payable for the unexpired term of the lease; or
- (2) If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law:
 - (a) the “lease interest” for the first three (3) consecutive calendar months following the physical loss or damage; and
 - (b) the “net lease interest” for the remaining unexpired term of the lease.

...

The recoverable RENTAL INSURANCE loss is the actual loss sustained by the Insured during the PERIOD OF LIABILITY as respects:

- (1) the fair rental value of any portion occupied by the Insured as respects real property in which the Insured has an insurable interest;
- (2) the income reasonably expected from rentals of unoccupied or unrented portions of real property in which the Insured has an insurable interest; and
- (3) the rental income from the rented portions of real property in which the Insured has an insurable interest according to bona fide leases, contracts or agreements in force at the time of physical loss or damage not otherwise excluded by this “policy” to such real property;

all not to include non-continuing charges and expenses.

89. Further, the Relevant Policies provide protection to Plaintiffs for a loss of income occasioned by the orders of a civil authority, whether it be federal, state or local, which requires the closure of property within the vicinity of an insured location, resulting from a covered peril that takes place at or near the insured locations.

90. Other than the Allianz Policy, the Relevant Policies contain a provision that provides in relevant part:

This policy is extended to include for Business Interruption loss reimbursement including Extra Expense and Rental Coverages as defined hereunder during the period of time not exceeding 60 consecutive days,

when, as a result of a peril not otherwise excluded, access to the vicinity is restricted by order of civil authority, regardless of whether any property insured by this policy shall have been damaged.

91. The Allianz Policy contains the following analogous language:

This “policy” is extended to cover the actual loss sustained and the EXTRA EXPENSE incurred by the Insured due to the necessary interruption of the Insured’s business, provided that:

- (1) the interruption directly results from an order of a civil or military authority that specifically prohibits access to Insured Location(s);
- (2) the order in (1) above is caused by physical loss or damage not otherwise excluded by this “policy” to any property, including property excluded under EXCLUDED PROPERTY; and
- (3) the property in (2) above is situated either:
 - (a) at the Insured Location(s) to which access is prohibited; or
 - (b) within the Distance Limitation specified for this extension from the Insured Location(s) to which access is prohibited.

92. All of the Relevant Policies, incorporate coverage for situations wherein the insured suffers a loss of business income because a local authority, such as a state or local government, precludes access to the insured locations.

93. The Ingress/Egress provision provides in relevant part:

This policy is extended to include Business Interruption loss including Extra Expense and Rental Coverages as defined hereunder during the period of time not exceeding 60 consecutive days, when, as a result of direct physical loss or damage to property of a type insured hereunder within five statute miles of the Insured’s premises, by a peril not otherwise excluded, ingress to or egress from the Insured’s premises is restricted.

94. The Allianz Policy contains the following language:

This “policy” is extended to cover the actual loss sustained and the EXTRA EXPENSE incurred by the Insured due to the necessary interruption of the Insured’s business, provided that:

- (1) the interruption directly results from the prevention of ingress to or egress from Insured Location(s), whether or not Insured Property at such Insured Location(s) is damaged;
- (2) the prevention in (1) above is caused by physical loss or damage not otherwise excluded by this “policy” to any property, including property excluded under EXCLUDED PROPERTY; and
- (3) the property in (2) above is situated within the Distance Limitation specified for this extension from such Insured Location(s) where ingress to

or egress from is prevented.

95. Likewise, in addition to Business Interruption coverage, the Relevant Policies also provide coverage for the loss in value of the insureds' business property as a result of the inability to sell the business property during the time period in which the business property would have commanded its maximum retail value.

96. Specifically, the Consequential Reduction in Values provisions of the Relevant Policies (other than the Allianz Policy) indicate that the Relevant Policies will:

(2) Cover consequential reduction in value of undamaged inventory located at a distribution/warehouse location which is owned and/or operated by the insured due to damage which occurs at a covered retail location, if such damage is a result of an insured peril. The valuation of such undamaged inventory shall be the insured's regular selling price.

(3) Cover consequential reduction in value of undamaged inventory located at a covered retail location due to damage which occurs at the same retail location, if such damage is a result of an insured peril. The valuation of such undamaged inventory shall be the insured's regular selling price.

97. In the Allianz Policy, the term provides:

This "policy" is extended to cover the reduction in value of personal property that is part of pairs, sets or components directly resulting from physical loss or damage not otherwise excluded by this "policy" to the other parts of pairs, sets or components.

98. The Relevant Policies specify that inventory is: "To be valued at ticketed selling price as of the date of loss. With respect to inventory which has not yet been ticketed, the intended selling price as of the date of loss. In either case; without any consideration for future markdowns. This same valuation is applicable to inventory while in transit.

99. The Relevant Policies also provide coverage for costs relating to the Plaintiffs' preparation of their claim for review by the Defendant Insurers.

100. Specifically, the Special Allowance provisions of the Relevant Policies provide:

Irrespective of any other provision in this Policy pertaining to expense sharing Company will initially reimburse Insured up to 25% (twenty-five percent) of loss - maximum \$100,000 (one hundred thousand dollars) incurred for independent service fees (including Accounting, Engineering, Legal, Adjusting, Architectural etc.) for producing and certifying particulars or details of the business, required by the Insured in order to arrive at the Loss Payable under this Policy in the event of a claim. Such special allowance shall also include any and all expenses incurred for the preparation of records or evidence to substantiate the amount of loss claimed. The Insured shall be reimbursed for the expense of furnishing a complete inventory of destroyed, damaged and undamaged property, showing in detail quantities, cost and providing the actual cost value.

101. The Allianz Policy likewise provides:

This “policy” is extended to cover the reasonable expenses, excluding the cost of using the Insured’s employees, incurred by the Insured, or by the Insured's representatives, for preparing the details of a claim resulting from a loss which would be payable under this “policy”.

102. There are no exclusions in the Relevant Policies, including the Allianz Policy, that are applicable to Plaintiff’s losses as hereinafter identified.

103. Further, the Relevant Policies specify that the Defendant Insurers “accept[] this Manuscript Wording as their own.”

104. The Relevant Policies contain the following definition:

The term "occurrence" shall mean, any one loss, disaster, casualty, or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, earth movement, volcanic eruption, riot, riot attending a strike, civil commotion, vandalism and malicious mischief, or terrorism, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which may not be earlier than the time when the first loss to covered property occurs.

105. The Allianz Policy utilizes nearly identical language, specifying:

The term “occurrence” means any loss, disaster or casualty, or series of losses, disasters or casualties arising out of one event. When the word applies to loss or losses from the perils of tornado, windstorm, “named

windstorm”, hail, riot, riot attending a strike, civil commotion, malicious mischief, “flood” or “earth movement”, if such perils are covered by this “policy”, one event will be construed to be all losses arising during a continuous period of seventy-two (72) hours. When filing a proof of loss, the Insured may elect the moment at which such seventy-two (72) hour period is deemed to have commenced, which will not be earlier than when the first loss to property or interests insured by this “policy” occurs.

106. The Relevant Policies all provide additional coverage, by way of an endorsement, which provides indemnification as a result of murder, suicide, infectious, or contagious disease occurs within a specified radius of an insured location and the insured suffers a loss of business income as a result thereof.

107. Specifically, the Relevant Policies provide:

It is hereby understood and agreed that this Policy is extended to insure loss as insured hereunder resulting from the interruption of or interference with the business carried on by the Insured at the location in direct consequence of:

(i) An outbreak of Infectious or Contagious Disease manifested by any person within 2 miles of an insured location

DEFENDANTS FAILURE TO TIMELY RESPOND TO PLAINTIFFS’ LOSSES

108. As set forth above, Plaintiffs quantified a partial loss as a result of the above by filing a Sworn Statement in Partial Proof of Loss on May 26, 2020 in which it provided Defendants with detailed documentation supporting a claim totaling \$175,585,799.47 for losses incurred through May 31, 2020 (the “SSPPL”).

109. Pursuant to Insurance Law § 216.6, the Defendant Insurers had 15 business days to accept or reject Plaintiffs’ claim.

110. Rather than substantively respond to this claim, on June 16, 2020, precisely, and not coincidentally, fifteen business days after the submission of the SSPPL, Defendants’ designated adjuster first contacted Plaintiffs for the purpose of seeking documents and information previously provided, including a request to provide such information in Microsoft Excel spreadsheet form,

together with additional requests for information.

111. Notwithstanding Defendants' delayed request for information, Plaintiffs responded the same day and offered to provide previously supplied information in Microsoft Excel spreadsheet form if the Defendants' designated adjuster would likewise agree to provide Microsoft Excel copies of any files created by him relating to the loss.

112. This offer/request was reiterated by Plaintiffs on June 17, June 22, and June 23, 2020.

113. On June 23, 2020, Defendants' adjuster finally responded and agreed to Plaintiff's request.

114. Plaintiffs provided Microsoft Excel copies of their files that same day.

115. Plaintiffs also, of their own initiative, provided copies of the available underlying data relating to the claim and in support of the conclusions contained therein.

116. To date, Plaintiffs have not been provided Defendants' Microsoft Excel files.

117. Notwithstanding same, on June 29, 2020 Plaintiffs responded to Defendant's requests for information.

118. As documented by all of the information Plaintiffs have provided to Defendants, Plaintiffs have suffered a loss in the amount of \$175,585,799.00 through May 31, 2020.

119. As this loss is ongoing, it is anticipated that the total amount of loss will significantly increase.

120. Defendants lack of a timely response to Plaintiffs' SSPPL reflects a pattern of conduct and behavior in which the Defendant Insurers have inexcusably delayed payment on claims and improperly denied coverage relating to claims for losses caused by Covid-19 and the ongoing pandemic.

121. Furthermore, the Defendant Insurers, among others in the insurance industry, have made vigorous efforts to discourage policy holders from filing or pursuing claims related to losses caused by Covid-19, SARS-CoV-19, and/or otherwise resulting from the ongoing pandemic.

122. For instance, Defendant Starr, by and through its ultimate parent company, Starr Insurance Company, has published a webpage entitled “Business Interruption Coverage Frequently Asked Questions (FAQs),” in which it blithely assures all readers that: “Ordinarily, the interruption must be caused by physical loss or damage to your property by a “covered peril” as discussed above. The presence, or the suspected or feared presence, of COVID-19 generally will not mean that property has suffered “physical loss or damage” under your policy.”⁵

AS AND FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Breach of Contract)

123. Plaintiffs repeats and re-alleges paragraphs “1” through “122”, with the same force and effect as if set forth at length herein.

124. The Relevant Policies constituted binding contracts between Plaintiff Century 21 and the Real Estate Plaintiffs on the one hand and the Defendant Insurers on the others.

125. Plaintiffs complied with all of their obligations under the Relevant Policies, including through timely notification of a loss and the filing of a Sworn Statement in Partial Proof of Loss.

126. To date, the Defendant Insurers have failed to compensate Plaintiffs in full for their losses with regard to the Sworn Statement in Partial Proof of Loss submitted to the Defendant Insurers on or about May 26, 2020.

⁵ <https://www.starrcompanies.com/coronavirus-advisory-faq/coronavirus-advisory-ok>

127. Defendant Insurers failure to compensate Plaintiffs for their loss constitutes a breach of the Relevant Policies.

128. As a result of the Defendant Insurers' breach of the Relevant Policies, Plaintiffs have suffered damages in the amount of \$175,585,799.00 through May 31, 2020 as well as ongoing economic damages.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Breach of Contract – Implied Covenant of Good Faith and Fair Dealing)

129. Plaintiffs repeats and re-alleges paragraphs “1” through “128”, with the same force and effect as if set forth at length herein.

130. Under the laws of New York, the Relevant Policies contain an implied covenant by all parties to act in good faith in fulfilling their obligations thereunder.

131. The Defendant Insurers have no reasonable basis on which to deny Plaintiffs' claim.

132. The Defendant Insurers nevertheless have failed to make a timely payment of Plaintiffs' valid claim.

133. As a direct and foreseeable result of the Defendant Insurers' baseless refusal to timely pay Plaintiffs' claim, Plaintiffs have been forced to bring this suit seeking to recover the amount due and owing to them in accordance with the terms of the Relevant Policies.

134. As a result of Defendants failure to pay Plaintiffs' claims, Plaintiffs are also entitled to the consequential damages flowing from the Defendant Insurers' improper failure to timely pay Plaintiffs' claim.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- (a) On the First Cause of Action, a money judgment against each defendant in the amount of its proportional share of the loss, totaling \$175,585,799.00, plus such additional amounts as may be proven at trial for the same loss;

- (b) On the Second Cause of Action, a judgment awarding Plaintiffs all attorneys fees and costs associated with this litigation;
- (c) Reasonable fees and costs of this action; and
- (d) For such other and further relief as to which this Court deems just and proper.

Dated: New York, New York
 July 8, 2020

Yours, etc.,

WEG AND MYERS, P.C.
Attorneys for Plaintiff

By: /Dennis T. D'Antonio/
 Dennis T. D'Antonio, Esq.
 Federal Plaza
 52 Duane Street, 2nd Floor
 New York, New York 10007
 (212) 227-4210

Index No. Year 2020
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

CENTURY 21 DEPARTMENT STORES, LLC, 66 PEARL RETAIL, LLC,
66 PEARL RETAIL II, LLC, 66 PEARL RETAIL ISG, LLC,
173 BWAY BLUE LLC, 262 MOTT BLUE TIC LLC, 444 86 BLUE LLC,
MIAMI DD 101 BLUE LLC, 28 NEWBURY JSRE TIC LLC,
TRUE BLUE ASSOCIATES LLC, STAR OF DAVID,
IRAYMOND-77 WARREN LLC, SABRA ASSOCIATES LLC,
315 SEVENTH RETAIL LLC, WEBWAY ASSOCIATES LLC,
and CENTURY 21, INC.,

Plaintiffs,

-against-

STARR SURPLUS LINES INSURANCE CO., ALLIANZ GLOBAL RISKS US INSURANCE CO.,
AXIS SURPLUS LINES INSURANCE CO., LIBERTY MUTUAL FIRE INSURANCE CO.,
STEADFAST INSURANCE CO., ENDURANCE AMERICAN SPECIALTY INSURANCE CO.,
EVANSTON INSURANCE CO., LANDMARK AMERICAN INSURANCE CO.,
QBE SPECIALTY INSURANCE CO., GREAT AMERICAN FIDELITY INSURANCE CO.,
and CERTAIN UNDERWRITERS AT LLOYDS SUBSCRIBING TO POLICY Nos. PG1902704,
PG1902346, PG1902696, PG1902698, PG1902707, PG1902702, and PG1902712,

Defendants.

SUMMONS AND COMPLAINT

Weg and Myers, P.C.
Attorneys for Plaintiffs
Federal Plaza
52 Duane Street
New York, N.Y. 10007
(212) 227-4210

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: July 8 2020

Signature /s/ Dennis T. D'Antonio/

Print Signer's Name Dennis T. D'Antonio, Esq.

Service of a copy of the within

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Notice of Entry that the within is a (certified true copy of a entered in the office of the clerk of the within named Court on

Notice of Settlement that an Order of which the within is a true copy will be presented for settlement to the Hon. _____ one of the judges of the within named Court, at _____ on _____, at _____ M.

Dated:

Weg and Myers, P.C.
Attorneys for
Federal Plaza
52 Duane Street
New York, NY 10007

TO
Attorney(s) for

SCHEDULE "A"

Layer	Insurer	Policy Number	Participation	\$ Part.
Primary \$10M	Liberty Mutual Fire Insurance Company	YS2-L9L-464440-019	15.00%	\$1,500,000
Primary \$10M	Lloyds of London AGR	PG1902704	6.00%	\$600,000
Primary \$25M	Steadfast Insurance Company	XPP-5492113-06	5.40%	\$1,350,000
Primary \$25M	Axis Surplus Lines Insurance Company	EAF624722-19	10.00%	\$2,500,000
Primary \$25M	Starr Surplus Lines Insurance Company	SLSTPTY11215019	10.00%	\$2,500,000
Primary \$25M	Lloyds of London - Houston Casualty Company	PG1902346	5.00%	\$1,250,000
Primary \$25M	Lloyds of London - SII 1945	PG1902346	1.60%	\$400,000
Primary \$25M	Lloyds of London - UUL 9797	PG1902346	2.00%	\$500,000
Primary \$25M	Lloyds of London - APL	PG1902346	4.00%	\$1,000,000
Primary \$25M	Lloyds of London - AMA 1200	PG1902696	4.00%	\$1,000,000
Primary \$25M	Lloyds of London - NEO 2468/4242	PG1902696	5.00%	\$1,250,000
Primary \$25M	Lloyds of London - CHN 2015	PG1902707	3.00%	\$750,000
Primary \$25M	Lloyds of London - ATL	PG1902698	6.00%	\$1,500,000
Primary \$25M	Lloyds of London - HDU	PG1902702	3.00%	\$750,000
Primary \$250m	Allianz Global Risks US Insurance Company	USP00080719	20.00%	\$50,000,000
\$15M x/s \$10M	Endurance American Specialty Insurance Company	ARP10011564202	15.00%	\$2,250,000
\$15M x/s \$10M	Lloyds of London - LIB	PG1902712	6.00%	\$900,000
\$75M x/s \$25M	Landmark American Ins. Co. (RSUI)	LHT909485	40.00%	\$30,000,000
\$75M x/s \$25M	Evanston Insurance Company	MKLV10XP003501	13.33%	\$9,997,500
\$75M x/s \$25M	Liberty Mutual Fire Insurance Company	MQ2-L9L-464440-029	11.67%	\$8,752,500
\$150M x/s \$100M	Great American Fidelity Insurance Company	CPP 863-59-89-12	50.00%	\$75,000,000
\$150M x/s \$100M	Landmark American Insurance Company	LHT909486	5.00%	\$7,500,000
\$150M x/s \$100M	Axis Surplus Lines Insurance Company	EAF632184-19	10.00%	\$15,000,000
\$225M xs \$25M	QBE Specialty Insurance Company	CFE1317141	15.00%	\$33,750,000
\$100M xs \$250M	QBE Specialty Insurance Company	CFE1317141	15.00%	\$15,000,000