

SUPREME COUT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

----- x **SUMMONS**
JD CINEMAS, INC. d/b/a MOVIELAND CINEMAS 112

Plaintiff,

Index No.:

-against-

Plaintiff designates SUFFOLK
County as the place of trial

NORTHFIELD INSURANCE COMPANY,
R-T SPECIALTY, LLC., FIVE STAR COVERAGE
CORP. and WILKINSON & KRAUSE,

The basis of the venue designated is
Plaintiff's Place of Business

Defendant(s).

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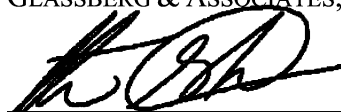
TO THE ABOVE NAMED DEFENDANTS:

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) within 20 days after the service of this Summons, exclusive of the date of service (or within 30 days after 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 this complaint.

Dated: Port Washington, New York
August 3, 2020

GLASSBERG & ASSOCIATES, LLC

By:



Steven Glassberg,
Attorneys for Plaintiff
8 Haven Avenue, Suite 215
Port Washington, NY 11050
(516) 767 6711

To: NORTHFIELD INSURANCE COMPANY
395 WASHINGTON STREET
ST. PAUL, MN 55102

R-T SPECIALTY, LLC
6450 TRANSIT RD
DEPEW NY 14043

FIVE STAR COVERAGE CORP.
75B MONTAUK HIGHWAY
BLUE POINT NY 11715

WILKINSON & KRAUSE
75B MONTAUK HIGHWAY
BLUE POINT NY 11715

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
JD CINEMAS, INC. d/b/a MOVIELAND CINEMAS 112

Index No.

Plaintiff,

COMPLAINT

-against-

NORTHFIELD INSURANCE COMPANY,
R-T SPECIALTY, LLC., FIVE STAR COVERAGE
CORP., and WILKINSON & KRAUSE,

Defendant(s).

-----X
Plaintiff, JD CINEMAS, INC. d/b/a MOVIELAND CINEMAS 112. (hereinafter “JD” or
“Plaintiff”) by their attorneys, GLASSBERG & ASSOCIATES LLC, as and for their Verified
Complaint against the Defendants NORTHFIELD INSURANCE COMPANY, R-T SPECIALTY,
LLC., 5 STAR COVERAGE CORP. and WILKINSON & KRAUSE, (hereinafter “Northfield”,
“R-T”, “Five Star” and “Wilkinson”, each a “Defendant” and together “Defendants”) alleges as
follows:

PARTIES

1. Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of New York, with a principal place of business at 1850 Route 112, Coram, NY 11727.
2. Plaintiff’s business is to operate a movie theater for pecuniary profit.
3. Defendant Northfield is, upon information and belief, a foreign corporation authorized to do business in the State of New York.
4. Defendant R-T is, upon information and belief, a foreign corporation, existing under the laws of the State of Illinois, authorized to do business in the State of New York, with a place of business located at 6450 Transit Rd, Depew NY 14043.
5. Upon information and belief, R-T is a wholesale distributor of insurance and an agent of

Northfield Five Star.

6. Defendant Five Star is a domestic business corporation with a principal place of business located at 75B Montauk Highway, Blue Point, NY 11715.
7. Wilkinson is a domestic business corporation with a principal place of business located at 75B Montauk Highway, Blue Point, NY 11715.

JURISDICTION AND VENUE

8. The Supreme Court of New York has Jurisdiction over this action pursuant to CPLR §§ 301 and 302. Plaintiff resides in the State of New York, the events giving rise to the claims alleged occurred in the State of New York and Defendants are licensed to transact business in the State of New York.
9. Venue is proper in Suffolk County pursuant to CPLR § 503 because Plaintiff has its principal office in Suffolk County.

FACTUAL BACKGROUND

10. In consideration of \$20,418.00, Plaintiff was issued a commercial insurance policy No. CP598070 from Northfield (hereinafter “the Policy”) A copy of the Policy is attached hereto as Exhibit “A”.
11. The Policy had dates of coverage from May 4, 2019 to May 4,, 2020 and covered the premises in which Plaintiff operated its business as a movie theater, 1850 Route 112, Coram NY 11727.
12. The Policy had general aggregate limits of \$2,000,000.00.
13. In addition to the above limits, The Policy had supplemental coverage for various enumerated items.
14. The Policy was issued through Defendant R-T as agent of Defendants Northfield, Five Star

and Wilkinson.

15. From 2013 through 2019 Five Star was asked by Plaintiff to, and Five Star agreed to and did, perform a wide range of professional insurance services for Plaintiff, including evaluating Plaintiff's insurance needs, giving advice regarding risks and loss exposure, making recommendation as to the type and amount of coverage necessary for Plaintiff's protection against risks and losses, and procuring for Plaintiff various insurance policies to provide Plaintiff with such coverage and protection. In consideration for Five Star's services and actions on Plaintiff's behalf, Plaintiff agreed to and did purchase considerable sums of insurance through Five Star generating substantial premium dollars and commissions and income for Five Star.
16. At all relevant times, Plaintiff reasonably relied upon Five Star's purported skill and knowledge of business insurance, its evaluation of Plaintiff's insurance needs and recommendations as to the type and amount of coverage necessary for Plaintiff's protections.
17. Without either the knowledge or consent of Plaintiff, Five Star did delegate its duty to provide Plaintiff with an appropriate insurance policy to R-T and Wilkinson.
18. R-T, upon information and belief, an agent for Northfield at the behest and request of Five Star and, upon information and belief, for pecuniary profit, without knowing or evaluating Plaintiff's insurance requirements, and without consulting the Plaintiff, did issue to Plaintiff the Policy at the behest of Five Star and as agent for Northfield.
19. On or about March 7, 2020, Andrew Cuomo, Governor of the State of New York issued Executive Order Number 202, declaring a State disaster emergency for the entire State of New York.

20. On or about March 16, 2020, following a mandate from the State of New York, Executive Order 202.3, Plaintiff, as a movie theater, was closed for business by executive order of the State of New York.
21. To date, Plaintiff remains closed for business pursuant to the Executive Orders of the State of New York.
22. The forced closure, as a result of the Executive Orders of the State of New York, has caused Plaintiff to suffer a loss under the terms of the Policy.
23. Pursuant to the terms of the Policy, there is coverage for a loss if the loss commences during the term of the Policy.
24. Pursuant to a letter dated April 6, 2020 from Northfield to the Plaintiff and its Principal, Plaintiff suffered a loss and the date of loss suffered by Plaintiff is March 16, 2020, during the term of the Policy.
25. To date, Northfield has not made any payment to Plaintiff under the terms of the Policy.
26. Pursuant to the terms of the Policy, this action is timely.

FIRST CAUSE OF ACTION

(Against Northfield)

27. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 26 as if more fully set forth herein.
28. The Policy constitutes a valid contract of insurance coverage between Plaintiff and Northfield, and its terms have been triggered to provide coverage for the loss suffered by Plaintiff.
29. Under the Policy, Northfield has a duty to compensate Plaintiff for losses suffered under the terms of the Policy.
30. Plaintiff has performed all of his duties consistent with the terms and conditions of the

Policy.

31. Northfield has breached the Policy by refusing or failing to honor the terms of the Policy and denying or failing to provide coverage for the loss suffered by Plaintiff.
32. As a result of Northfield's breach of its obligations under the Policy, Plaintiff has suffered damages.
33. By reason of the foregoing, Northfield is liable to Plaintiff for damages, including but not limited to reasonable attorneys' fees and expenses in amounts as yet to be ascertained, but in no event less than \$1,000,000.00.

SECOND CAUSE OF ACTION
(Against Five Star Coverage Corp)

34. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 33 as if more fully set forth herein.
35. Defendant, Five Star, acting in its capacity as agent for the Plaintiff, carelessly and negligently failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.
36. Defendant, Five Star, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.
37. Plaintiff relied upon defendant Five Star's representations and assurances as to the Plaintiff's business being adequately and properly insured, to Plaintiff's detriment.
38. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was wholly due to the negligence and carelessness of Defendant Five Star.
39. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be

ascertained, but in no event less than \$1,000,000.00.

THIRD CAUSE OF ACTION
(Against Wilkinson & Krause)

40. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 39 as if more fully set forth herein.
41. Defendant, Wilkinson, acting in its capacity as agent for the Plaintiff, carelessly and negligently failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.
42. Defendant, Wilkinson, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.
43. Plaintiff relied upon defendant Wilkinson's representations and assurances as to the Plaintiff's business being adequately and properly insured, to Plaintiff's detriment.
44. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was wholly due to the negligence and carelessness of Defendant Wilkinson.
45. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

FOURTH CAUSE OF ACTION
(Against Five Star Coverage Corp)

46. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 45 as if more fully set forth herein.
47. Defendant, Five Star, acting in its capacity as insurance agent of Defendants, failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed,

required and understood.

48. Defendant, Five Star, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.
49. Plaintiff relied upon Defendant, Five Star's, representations and assurances as to the business being properly insured, to Plaintiff's detriment.
50. The lack of proper insurance coverage and failure to obtain proper insurance coverage was due wholly to the breach of representation and agreement of Defendant Five Star.
51. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

FIFTH CAUSE OF ACTION
(Against Wilkinson & Krause)

52. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 51 as if more fully set forth herein.
53. Defendant, Wilkinson, acting in its capacity as insurance agent of Defendants, failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.
54. Defendant, Wilkinson, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.
55. Plaintiff relied upon Defendant, Wilkinson's, representations and assurances as to the business being properly insured, to Plaintiff's detriment.
56. The lack of proper insurance coverage and failure to obtain proper insurance coverage was due wholly to the breach of representation and agreement of Defendant Wilkinson.

57. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

SIXTH CAUSE OF ACTION
(Against R-T and Northfield)

58. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 57 as if more fully set forth herein.

59. Defendant Five Star and/ or defendant Wilkinson, acted in its capacity as authorized agent for Defendants R-T, and / or Northfield, for which it had actual and apparent authority, including the representation that Five Star and Wilkinson was a professional insurance agent, fully knowledgeable and trained in the field of insurance, able and competent to give proper and reliable professional advice with respect thereto.

60. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was due wholly to the negligence and carelessness of Defendant Five Star and / or defendant Wilkinson, which is attributable to Defendants R-T, and Northfield as the principal of Defendant Five Star and Defendant Wilkinson.

61. Such negligence and carelessness were the proximate cause of Plaintiff's loss by lack of proper insurance coverage.

62. Plaintiff relied to its detriment on Defendant Five Star's, and / or defendant Wilkinson's, representations for which Defendants R-T, and Northfield are liable.

63. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

SEVENTH CAUSE OF ACTION
(Against R-T and Northfield)

64. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 63 as if

more fully set forth herein.

65. Defendant Five Star and /or defendant Wilkinson acted in its capacity as authorized agent for Defendants R-T and Northfield, for which it had actual and apparent authority, including the representation that Five Star was a professional insurance agent, fully knowledgeable and trained in the field of insurance, able and competent to give proper and reliable professional advice with respect thereto.
66. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was due wholly to the breach of representation and agreement of Defendant Five Star, which is attributable to Defendants R-T, and Northfield as the principal of Defendant Five Star.
67. Such breach of representation and agreement were the proximate cause of Plaintiff's loss by lack of proper coverage as required.
68. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

EIGHTH CAUSE OF ACTION
(Against Five Star Coverage Corp)

69. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 68 as if more fully set forth herein.
70. Five Star owed Plaintiff a duty of due care in procuring for it the insurance coverage needed to protect plaintiff from potential business interruptions or advising Plaintiff that they would not be able to procure such insurance.
71. Five Star negligently breached the duty of care owed to Plaintiff by not procuring for Plaintiff proper business interruption insurance coverage and not advising Plaintiff it was unable to obtain proper insurance.

72. By reason of Five Star's negligence, Plaintiff has been damaged in amounts as yet to be ascertained, but in no event less than \$1,000,000.00.

NINTH CAUSE OF ACTION
(Against Wilkinson & Krause)

73. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 72 as if more fully set forth herein.

74. Wilkinson owed Plaintiff a duty of due care in procuring for it the insurance coverage needed to protect plaintiff from potential business interruptions or advising Plaintiff that they would not be able to procure such insurance.

75. Wilkinson negligently breached the duty of care owed to Plaintiff by not procuring for Plaintiff proper business interruption insurance coverage and not advising Plaintiff it was unable to obtain proper insurance.

76. By reason of Wilkinson's negligence, Plaintiff has been damaged in amounts as yet to be ascertained, but in no event less than \$1,000,000.00.

TENTH CAUSE OF ACTION
(Against Five Star and R-T)

77. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 76 as if more fully set forth herein.

78. Defendants Five Star and R-T, acting in their capacity as agent for the Plaintiff, carelessly and negligently failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.

79. Defendants Five Star and R-T, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.

80. Plaintiff relied upon defendant Five Star's and Defendant R-T's representations and assurances as to the Plaintiff's business being adequately and properly insured, to Plaintiff's detriment.

81. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was wholly due to the negligence and carelessness of Defendants Five Star and R-T.

82. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

WHEREFORE, the Plaintiff demands judgment against Defendants. in the amount of \$1,000,000.00 and that the Court grant such other and further relief as may be just proper and equitable.

Dated: Port Washington, New York
August 3, 2020

GLASSBERG & ASSOCIATES, LLC

By: 

Steven Glassberg
Attorneys for Plaintiff
8 Haven Avenue, Suite 215
Port Washington, NY 11050
516 767 6711

To: NORTHFIELD INSURANCE COMPANY
395 WASHINGTON STREET
ST. PAUL, MN 55102

R-T SPECIALTY, LLC
6450 TRANSIT RD
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FIVE STAR COVERAGE CORP.
75B MONTAUK HIGHWAY
BLUE POINT NY 11715

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75B MONTAUK HIGHWAY
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STATE OF NEW YORK:

SS.

COUNTY OF NASSAU :

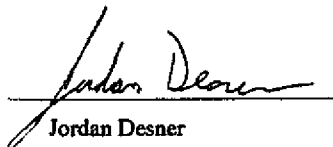
VERIFICATION

I, Jordan Desner, the undersigned, state that I am a Principal of the Plaintiff in the within action

I have read the foregoing Summons & Complaint and know the contents thereof: the same are true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters I believe it to be true.

DATED: Nassau County, New York

July 31, 2020


Jordan Desner

Sworn to before me this

31 Day of July, 2020


Notary Public

STEVEN H. GLASSBERG
Notary Public, State of New York
No. 0102509410
Qualified in Nassau County
Commission Expires on June 2, 2023