

**UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK**

KOEPPPEL NISSAN, INC.,

Plaintiff,

v.

GREAT NORTHERN INSURANCE COMPANY,

Defendant.

Civil Action No. 1:20cv4875

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Koeppele Nissan, Inc. (“Plaintiff”), by way of complaint against defendant Great Northern Insurance Company (“Great Northern” or “Defendant”), alleges as follows:

INTRODUCTION

1. On March 11, 2020, World Health Organization Director General Tedros Adhanom Ghebreyesus declared the COVID-19 outbreak a global pandemic.¹
2. On March 16, 2020, the Centers for Disease Control and Prevention, and members of the national Coronavirus Task Force issued the following guidance to the American public: “30 Days to Slow the Spread” for stopping the spread of COVID-19. This guidance advised individuals to adopt expansive social distancing measures, such as avoiding shopping trips and gatherings of more than 10 people, as well as working from home.²
3. Following this advice, state governments throughout the United States recognized the need to take steps to protect the health and safety of their residents from the human-to-human and surface-to-human spread of COVID-19. As a result, several state and local governments

¹ See <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-COVID-1911-march-2020> (last accessed September 17, 2020).

² https://www.whitehouse.gov/wp-content/uploads/2020/03/03.16.20_coronavirus-guidance_8.5x11_315PM.pdf (last accessed September 17, 2020).

entered civil authority orders suspending or significantly limiting business operations of non-essential businesses that interact with the public and provide spaces in which to congregate. Currently, nearly all states in the United States have issued some sort of “stay-at-home” order and ordered private non-essential business operations to close.

4. These expansive restrictions and curtailment of public movement have been devastating for most non-essential businesses, especially small businesses that have been forced to close, furlough employees, and face an abrupt downturn in cash flow that threatens their survival.

5. Most businesses insure against unforeseen catastrophic events like the COVID-19 pandemic through all-risk commercial property insurance policies. These policies promise to indemnify the policyholder for actual business losses incurred when business operations are involuntarily suspended, interrupted, curtailed, when access to the premises is prohibited because of direct physical loss or damage to the property, or by a civil authority order that restricts or prohibits access to the property. This coverage is commonly known as “business interruption coverage” and is standard in most all-risk commercial property insurance policies.

6. Defendant and most insurers who have issued all-risk commercial property insurance policies with business interruption coverage, are denying their obligation to pay for business income losses and other covered expenses incurred by policyholders for the physical loss and damage to their property from measures put in place by the governmental entities to stop the spread of COVID-19. Plaintiff seeks a judgment that affirms that the COVID-19 pandemic and corresponding response by civil authorities to stop the spread of the outbreak triggers policy coverage, has caused physical property loss and damage to its property, provides coverage for

future civil authority orders that result in future suspensions or curtailments of business operations, and finds that Defendant is liable for Plaintiff's losses.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), because the matter in controversy exceeds the sum or value of \$75,000, and Plaintiff and Defendant are citizens of different states.

8. This Court has personal jurisdiction over Defendant because it regularly conducts business in New York and has sufficient minimum contacts in New York such that Defendant intentionally avails itself of this Court's jurisdiction by conducting operations here and contracting with companies in this District, and because Plaintiff's claims are the result of Defendants' specific acts targeted at Plaintiff in this District.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the conduct alleged herein occurred in, were directed to, and/or emanated from this District. Venue is additionally proper because Defendant transacts business and may be found in this District.

PARTIES

10. Plaintiff Koepel Nissan, Inc. is a New York corporation with its principal place of business in Jackson Heights, New York. Koepel Nissan, Inc. operates an automobile dealership whose revenue depends substantially upon the ability of patients to visit that facility.

11. Defendant Great Northern Insurance Company is an Indiana corporation with its principal place of business in Indianapolis, Indiana. Great Northern operated in this District at all relevant times.

12. Great Northern issued to Plaintiff Policy No. 3605-29-78 LIO for the policy period between April 1, 2019 and April 1, 2020 (the “Policy”).

13. Plaintiff has paid the policy premiums to Great Northern specifically to provide coverage of lost business income and extra expenses in the event of an involuntary business interruption. Great Northern has denied Plaintiff coverage for losses arising from the events described herein.

FACTUAL BACKGROUND

A. The Global COVID-19 Pandemic

14. In December 2019, an initial cluster of nine patients with an unknown cause of viral pneumonia was found to be linked to the Huanan seafood market in Wuhan, China, where many non-aquatic animals such as birds were also on sale. However, one of the patients never visited the market, though he had stayed in a hotel nearby before the onset of the illness.³

15. By January 2020, genetic sequencing from patient samples was conducted to identify a novel virus, SARS-CoV-2, as the causative agent for the pneumonia cluster.⁴ SARS-CoV-2 is an RNA virus, with a crown-like appearance under an electron microscope because of glycoprotein spikes on its envelope. Among the functions of the structural proteins, the envelope has a crucial role in virus pathogenicity as it promotes viral assembly and release.⁵

³ See <https://www.mdpi.com/1660-4601/17/8/2690> (last accessed September 17, 2020) (as a typical RNA virus, the average evolutionary rate for coronaviruses is roughly 10–nucleotide substitutions per site per year, with mutations arising during every replication cycle).

⁴ <https://www.mdpi.com/1660-4601/17/8/2690> (last accessed September 17, 2020).

⁵ See <https://www.mdpi.com/1660-4601/17/8/2690> (last accessed September 17, 2020) (to address the pathogenetic mechanisms of SARS-CoV-2, its viral structure and genome must be considered. Coronaviruses are enveloped positive strand RNA viruses with the largest known RNA genomes—30–32 kb— with a 50 -cap structure and 30 -poly-A tail.)

16. The first confirmed case of the virus outside China was diagnosed on January 13, 2020 in Bangkok, Thailand with the number of cases only increasing worldwide. On January 30, 2020, the World Health Organization (WHO) declared the SARS-COV-2 outbreak constituted a public health emergency of international concern, and by February 11, 2020, the virus was named “COVID-19” by the WHO Director-General.⁶ As of April 15, 2020, the WHO reports a confirmed 1.9 million cases of COVID-19 globally and over 123,000 deaths, with the United States dealing with more than 578,000 confirmed cases and 23,000 deaths - more than any other country.⁷

17. The clinical features of COVID-19 vary from asymptomatic forms to fatal conditions of severe respiratory failure that requires ventilation and support in an intensive care unit (ICU). Pneumonia has been the most frequent severe manifestation of COVID-19, with symptoms of fever, cough, dyspnea, and bilateral infiltrates on chest imaging.⁸ There are no specific treatments recommended for COVID-19, and no vaccine is currently available; so understanding the complexities of COVID-19 is ongoing.⁹

18. Scientists have discovered that COVID-19 has several modes of transmission. According to a “Situation Report” released by the WHO, the virus can be transmitted through symptomatic transmission, pre-symptomatic transmission, or asymptomatic transmission.¹⁰

⁶ <https://www.mdpi.com/1660-4601/17/8/2690> (last accessed September 17, 2020).

⁷ <https://covid19.who.int/> (last accessed September 17, 2020).

⁸ See <https://www.mdpi.com/1660-4601/17/8/2690> (last accessed September 17, 2020) (asymptomatic infections have also been described, but their frequency is unknown...Other, less common symptoms have included headaches, sore throat, and rhinorrhea. Along with respiratory symptoms, gastrointestinal symptoms (e.g., nausea and diarrhea) have also been reported, and in some patients they may be the presenting complaint.)

⁹ See <https://www.mdpi.com/1660-4601/17/8/2690> (last accessed September 17, 2020) (the treatment is symptomatic, and oxygen therapy represents the major treatment intervention for patients with severe infection).

¹⁰ <https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ae25bc72> (last accessed September 17, 2020)

Symptomatic transmission refers to transmission by an individual who is experiencing symptoms associated with the virus who then transfers COVID-19 to another individual. Data from published studies provide evidence that COVID-19 is primarily transmitted from symptomatic people to others who are in close contact through respiratory droplets, by direct contact with infected persons, or by contact with contaminated objects and surfaces.¹¹

19. The incubation period for COVID-19, which is the time between exposure to the virus (becoming infected) and symptom onset, averages 5-6 days, however, it can be up to 14 days.¹² During this period, also known as the “presymptomatic” period, some infected persons can be contagious. For that reason, transmission from a pre-symptomatic case can occur before symptom onset. Presymptomatic transmission still requires the virus to be spread through infectious droplets or touching contaminated surfaces.¹³

20. Significantly, an individual who does not develop symptoms, an asymptomatic case of COVID-19, can still transmit the virus to other individuals.¹⁴ Not only is COVID-19 transmitted between human beings, but the WHO and scientific studies have confirmed that the virus can also live on contaminated objects or surfaces.

¹¹ See https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ae25bc7_2 (last accessed September 17, 2020) (data from clinical and virologic studies that have collected repeated biological samples from confirmed patients provide evidence that shedding of the COVID-19 virus is highest in upper respiratory tract (nose and throat) early in the course of the disease. That is, within the first 3 days from onset of symptoms. Preliminary data suggests that people may be more contagious around the time of symptom onset as compared to later on in the disease.)

¹² https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ae25bc7_2 (last accessed September 17, 2020).

¹³ See https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ae25bc7_2 (last accessed September 17, 2020) (in a small number of case reports and studies, pre-symptomatic transmission has been documented through contact tracing efforts and enhanced investigation of clusters of confirmed case).

¹⁴ https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ae25bc7_2 (last accessed September 17, 2020).

21. A scientific study documented in the Journal of Hospital Infection found that human coronaviruses, such as SARS-CoV and MERS-CoV can remain infectious on inanimate surfaces at room temperature for up to nine days.¹⁵ At a temperature of 30 degrees Celsius or more, the duration of persistence is shorter. Therefore, contamination of frequently touched surfaces is a potential source of viral transmission.¹⁶

22. On March 27, 2020, the Centers for Disease Control and Prevention (“CDC”) released a report entitled “Public Health Responses to COVID-19 Outbreaks on Cruise Ships - Worldwide, February - March 2020.”¹⁷ The report detailed that during this time frame, COVID-19 outbreaks associated with three different cruise ship voyages caused over 800 confirmed cases and 10 deaths.¹⁸ Of the individuals tested, a high proportion were found to be asymptomatic, which may explain the high rates on cruise ships. Of particular significance, this study notes that COVID-19 was identified on a variety of surfaces in cabins of both symptomatic and asymptomatic infected passengers up to 17 days after cabins were vacated on the Diamond Princess cruise line, but before disinfection procedures had been conducted.¹⁹ These facts demonstrate the uncertainty COVID-19 and its implications for the safe and lawful functioning of countless businesses.

¹⁵ See <https://www.journalofhospitalinfection.com/action/showPdf?pii=S0195-6701%2820%2930046-3> (last accessed September 17, 2020).

¹⁶ See <https://www.journalofhospitalinfection.com/action/showPdf?pii=S0195-6701%2820%2930046-3> (last accessed September 17, 2020) (although the viral load of coronaviruses on inanimate surfaces is not known during an outbreak situation it seem plausible to reduce the viral load on surfaces by disinfection, especially of frequently touched surfaces in the immediate patient surrounding where the highest viral load can be expected).

¹⁷ https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.htm?s_cid=mm6912e3_w

¹⁸ See https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.htm?s_cid=mm6912e3_w (last accessed September 17, 2020).

¹⁹ *Id.*

23. Without a vaccine to protect against COVID-19, effective control of the outbreak relies on measures designed to reduce human-to-human and surface-to-human exposure. Recent information on the CDC's website provides that COVID-19 spreads when people are within six feet of each other or when a person comes in contact with a surface or object that has the virus on it.²⁰ Various other sources state that close contact with a person with the virus or surfaces where the virus is found can transmit the virus.²¹

24. The CDC recommends that in viral outbreaks individuals who are infected stay at home and those who are not sick engage in preventive measures such as constant hand washing and avoiding activities that would bring them into close proximity of people with the virus or surfaces where the virus may reside. However, because these recommendations have proven ineffective to minimize the spread of COVID-19, containment efforts have led to civil authorities issuing orders closing non-essential business establishments, and mandating social distancing among the population. This has caused the cancellation of sporting events, parades, and concerts, the closure of amusement parks, and substantial travel restrictions. In addition, to conserve medical supplies, state and local authorities have issued orders prohibiting the performance of non-urgent or non-emergency elective procedures and surgeries, which has forced the suspension of procedures at many medical, surgical, therapeutic, and dental practices.

²⁰ <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-COVID-spreads.html> (last accessed September 17, 2020).

²¹ Persistence of coronaviruses on inanimate surfaces and their inactivation with biocidal agents, Vol. 104, Kemp., G., et al., *Journal of Hospital Infection*, No. 3, March 2020, pages 246-251 (last accessed September 17, 2020) (remains infectious from 2 hours to 28 days depending on conditions); *see also* <https://www.ucsf.edu/news/2020/02/416671/how-new-coronavirus-spreads-and-progresses-and-why-one-test-may-not-be-enough> (doorknobs and table tops can contain the virus); <https://www.nytimes.com/2020/03/02/health/coronavirus-how-it-spreads.html> (virus can remain on metal, glass and plastic for several days).

25. New York Governor Andrew Cuomo issued an order on March 20, 2020 requiring the closure of all non-essential businesses statewide, effective March 22, 2020. Plaintiff complied with that order, as well as additional related orders issued by New York City Mayor Bill de Blasio (collectively, the “Closure Orders”).

26. All but six states enacted “stay-at-home” orders, thirty-five states closed all non-essential businesses with other states enacting measures to curtail business operations, and all fifty states closed schools.²²

B. Defendant’s Standard Uniform All-Risk Commercial Property Insurance Policies

27. Great Northern’s insurance policies issued to Plaintiff are “all-risk” commercial property policies that cover loss or damage to the covered premises resulting from all risks other than those expressly excluded.

28. Plaintiff did not participate in the drafting or negotiating its policy with Great Northern.

29. Plaintiff’s Policy includes standard forms used by Great Northern for all insureds having applicable coverage.

C. Plaintiff’s Policy

30. Among the coverages provided by the Policy was business interruption insurance, which, generally, would indemnify Plaintiff for lost income and profits if its business were shut down, in whole or in part.

31. The Business Income With Extra Expense Form, form 80-02-1004 in the Policy, provides coverage for Plaintiff as follows:

We will pay for the actual:

²² <https://www.kff.org/health-costs/issue-brief/state-data-and-policy-actions-to-address-coronavirus/> (last accessed September 17, 2020).

- business income loss you incur due to the actual impairment of your operations; and
- extra expense you incur due to the actual or potential impairment of your operations

during the period of restoration, not to exceed the applicable Limit Of Insurance for Business Income With Extra Expense shown in the Declarations.

This actual or potential impairment of operations must be caused by or result from direct loss or damage by a covered peril to property, unless otherwise stated.

32. In the same form, the Policy provided in relevant part the following additional “Civil Authority” coverage for Plaintiff:

We will pay for the actual:

- business income loss; or
- extra expense,

you incur due to the actual impairment of your operations, directly caused by the prohibition of access to:

- your premises; or
- a dependent business premises,

by a civil authority.

The coverage for:

A. business income will begin:

1. after the applicable waiting period shown in the Declarations for Business Income expires; or
2. 24 normal business hours following the time the civil authority prohibits access,

whichever is the longer.

The Waiting Period shown in the Declarations will begin immediately following the time the civil authority prohibits access.

The coverage will apply for a period of:

- up to 30 consecutive days after coverage begins; or
- when your business income loss ends,

whichever occurs first; and

A. extra expense will begin immediately after the time the civil authority prohibits access and will end;

1. 30 consecutive days after the coverage begins; or
2. whenever your business income coverage ends,

whichever is later.

33. The Business Income With Extra Expense Form calculates business income loss as follows:

The amount of business income loss will be determined based on the:

- net income of your business before the direct physical loss or damage occurred;
- the likely net income of your business if no loss or damage occurred, but not including any business income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the covered loss on customers or on other businesses; and
- your continuing operating expenses, including your continuing normal payroll expenses, necessary to resume operations with the same quality of service that existed just before the direct physical loss or damage.

34. The Business Income With Extra Expense Form calculates extra expense as follows:

The amount of extra expense loss will be determined based on necessary expenses that:

- exceed your normal operating expenses that would have been incurred by operations during the period of restoration, if no physical loss or damage had occurred; and
- reduce the business income loss that otherwise would have been incurred.

35. At least three of Plaintiffs' employees have contracted COVID-19, including at least one who worked at the insured premises shortly before he was diagnosed. As a result, the insured premises were contaminated by the virus for some period of time.

36. Plaintiff has suffered a direct physical loss of and damage to its property because it was unable to use its property for its intended purpose.

37. Applicable case law holds that loss of use of property that has not been physically altered does constitute "physical loss" for purposes of first-party property insurance, such as that contained in the Policy.

38. As drafter of the Policy, if Great Northern had wished to exclude from coverage as "physical loss" loss of use of property that has not been physically altered, it could have used explicit language stating such a definition of "physical loss." It did not do so.

39. Upon information and belief, Great Northern has nevertheless uniformly refused to pay holders of the above-referenced policies for the interruption of their business operations due to COVID-19. Plaintiff filed a claim with Great Northern, which Great Northern has denied.

D. The COVID-19 Pandemic has Affected Policyholders Nationwide

40. COVID-19 is physically impacting private commercial property throughout the United States, threatening the survival of thousands of small businesses that have had their business operations suspended or curtailed indefinitely by order of civil authorities.

41. For example, a bipartisan group from the U.S. House of Representatives recently sent a letter to various insurance industry trade groups requesting that their members recognize

financial losses relating to COVID-19 under the standard commercial interruption coverage. In response, the industry trade groups stated: “Business interruption policies do not, and were not designed to, provide coverage against communicable diseases such as COVID-19.”²³

42. For instance, Arkansas Insurance Department Bulletin No. 9-2020 states that “In most BII policies, coverage is triggered when the policyholder sustains physical damage to insured property caused by a covered peril resulting in quantifiable business interruption loss. . . viruses and disease are typically NOT an insured peril unless added by endorsement (emphasis in the original).²⁴

43. The South Carolina Department of Insurance issues “Guidance” on business interruption insurance stating that under the business income policy, there likely is no coverage from losses resulting from a virus.²⁵

44. Insurance companies have also been actively advising Insurance Commissioners that they do not intend to provide coverage for business interruption related to COVID-19. As a result, many small businesses that maintain commercial multi-peril insurance policies with business interruption coverage will have significant uninsured losses because the insurance industry is stating that such policies do not cover COVID-19.

45. Some state governments expect that insurance companies will breach their obligation to provide coverage for business losses due to the COVID-19 pandemic and have introduced bills requiring every insurance policy insuring against loss or damage to property, which includes the loss of use and occupancy and business interruption, be construed to include,

²³ <https://www.insurancejournal.com/news/national/2020/03/20/561810.html> (last accessed September 17, 2020).

²⁴ <https://insurance.arkansas.gov/uploads/resource/documents/9-2020.pdf> (last accessed September 17, 2020).

²⁵ <https://www.doi.sc.gov/948/COVID-19> (last accessed September 17, 2020).

among other covered perils, coverage for business interruption because of global virus transmission or pandemic.²⁶

46. A judgment determining that the business income loss and extra expense coverage provided in common all-risk commercial property insurance policies applies to the suspension, curtailment, and interruption of business operations resulting from measures put into place by civil authorities is necessary to prevent Plaintiff from being further denial of critical coverage for which it has paid.

**COUNT I
BREACH OF CONTRACT— BUSINESS INCOME COVERAGE**

47. Plaintiff repeats the allegations set forth in the foregoing paragraphs as if fully set forth herein.

48. Plaintiff's Great Northern Policy is a contract under which Great Northern was paid premiums in exchange for its promise to pay Plaintiff's losses for claims covered by the Policy.

49. In the Business Income With Extra Expense Form, Great Northern agreed to pay for its insureds' actual loss of business income sustained due to the necessary suspension of its operations during the "period of restoration."

50. In the Business Income With Extra Expense Form, Great Northern agreed to pay for its insureds' actual loss of business income sustained due to the necessary "impairment of [their] operations" during the "period of restoration" caused by direct physical loss or damage.

²⁶ See House Bill No. 858, State of Louisiana House of Representatives. Similar legislation has been introduced in Massachusetts (Senate Bill Senate Docket. 2888); New Jersey (Assembly No. 3844); Sate of New York (Assembly 10226); and Ohio (House Bill No. 589).

51. The Closure Orders caused direct physical loss and damage to Plaintiff's operations, requiring suspension of its operations. Losses caused by the Closure Orders thus triggered the business income provision of Plaintiff's Great Northern policy.

52. Plaintiff has complied with all applicable provisions of its policy and/or those provisions have been waived by Great Northern or Great Northern is estopped from asserting them, and yet Great Northern has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

53. By denying coverage for any business income losses incurred by Plaintiff as a result of the Closure Orders, Great Northern has breached its coverage obligations under the Policy.

54. As a result of Great Northern's breach of the Policy, Plaintiff has sustained substantial damages for which Great Northern is liable, in an amount to be established at trial.

COUNT II
BREACH OF CONTRACT – CIVIL AUTHORITY COVERAGE

55. Plaintiff repeats the allegations set forth in the foregoing paragraphs as if fully set forth herein.

56. Plaintiff's Policy is a contract under which Great Northern was paid premiums in exchange for its promise to pay Plaintiff's losses for claims covered by the Policy.

57. The Closure Orders triggered the Civil Authority provision under Plaintiff's Great Northern Policy.

58. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Great Northern or Great Northern is estopped from asserting them, and yet Great Northern has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

59. By denying coverage for any business losses incurred by Plaintiff in connection with the Closure Orders, Great Northern has breached its coverage obligations under the Policy.

60. As a result of Great Northern's breach of the Policy, Plaintiff has sustained substantial damages for which Great Northern is liable, in an amount to be established at trial.

**COUNT III
BREACH OF CONTRACT – EXTRA EXPENSE COVERAGE**

61. Plaintiff repeats the allegations set forth in the foregoing paragraphs as if fully set forth herein.

62. Plaintiff's Great Northern Policy is a contract under which Great Northern was paid premiums in exchange for its promise to pay Plaintiff's losses for claims covered by the Policy.

63. In the Business Income With Extra Expense Form, Great Northern also agreed to pay necessary extra expense that its insureds incur during the "period of restoration" that the insureds would not have incurred if there had been no direct physical loss or damage to the described premises.

64. Due to the Closure Orders, Plaintiff incurred extra expense at the Covered Property.

65. Plaintiff has complied with all applicable provisions of the Policies and/or those provisions have been waived by Great Northern or Great Northern is estopped from asserting them, and yet Great Northern has abrogated its insurance coverage obligations pursuant to the Policies' clear and unambiguous terms.

66. By denying coverage for any business losses incurred by Plaintiff in connection with the Closure Orders, Great Northern has breached its coverage obligations under the Policy.

67. As a result of Great Northern's breaches of the Policy, Plaintiff has sustained substantial damages for which Great Northern is liable, in an amount to be established at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Great Northern as follows:

- A. Awarding Plaintiff compensatory damages from Great Northern's breach of the Policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law;
- B. Awarding Plaintiff costs and disbursements and reasonable allowances for the fees of Plaintiff's counsel and experts, and reimbursement of expenses; and
- C. Awarding such other and further relief the Court deems just, proper, and equitable.

JURY DEMAND

Plaintiff demands trial by jury of all issues so triable.

Dated: October 8, 2020

Respectfully submitted,

/s/ Linda P. Nussbaum

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