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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

**UNMASKED MANAGEMENT,**  
**INC., LUCHA LIBRE**  
**GOURMET TACO SHOP #1**  
**LP, LUCHA LIBRE**  
**GOURMET TACO SHOP #2**  
**LP, LUCHA LIBRE**  
**GOURMET TACO SHOP #3**  
**LP, individually and on behalf of**  
**all others similarly situated,**

Plaintiffs,

v.

**CENTURY-NATIONAL**  
**INSURANCE COMPANY,**

Defendant.

Case No. '20CV1129 H MDD

**CLASS ACTION COMPLAINT**  
**FOR:**

(1) BREACH OF CONTRACT; and  
(2) DECLARATORY JUDGMENT

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Unmasked Management, Inc., Lucha Libre Gourmet Taco Shop #1  
 2 LP, Lucha Libre Gourmet Taco Shop #2 LP, and Lucha Libre Gourmet Taco Shop  
 3 #3 LP (collectively “Lucha Libre Plaintiffs” and “Plaintiffs”)<sup>1</sup>, individually and on  
 4 behalf of the other members of the below-defined nationwide classes (collectively,  
 5 the “Class”), bring this class action against Defendant Century-National Insurance  
 6 Company (“Century-National”), and in support thereof state the following:

# 7 **I. NATURE OF THE ACTION**

8 1. Lucha Libre Plaintiffs own and operate Lucha Libre Gourmet Taco  
 9 Shops, located in San Diego and Carlsbad, California. Their existence, however, is  
 10 now threatened by COVID-19 (a.k.a. the “coronavirus” or “SARS-CoV-2”).

11 2. To protect their businesses in the event that they suddenly had to  
 12 suspend operations for reasons outside of their control, or if they had to act in order  
 13 to prevent further property damage, Plaintiffs purchased insurance coverage from  
 14 Century-National, including special property coverage, as set forth in Century-  
 15 National’s Businessowner’s Business Income (and Extra Expense) Coverage Form  
 16 (Form CP 00 30 04 02) (“Special Property Coverage Form”).

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20 <sup>1</sup> Plaintiff and Named Insured Unmasked Management Inc. is the manager and  
 21 managing agent for Plaintiff Lucha Libre Gourmet Taco Shop #1 LP, Plaintiff Lucha  
 22 Libre Gourmet Taco Shop #2 LP, and Plaintiff Lucha Libre Gourmet Taco Shop #3  
 23 LP. Plaintiff Lucha Libre Gourmet Taco Shop #1 LP, Plaintiff Lucha Libre Gourmet  
 24 Taco Shop #2 LP, and Plaintiff Lucha Libre Gourmet Taco Shop #3 LP are the same  
 25 as the Named Insured’s D/B/A and are listed as insured premises on the subject  
 26 policy’s declarations. Plaintiff Unmasked Management Inc. has standing to bring  
 27 this claim against Century National on behalf of all of these Plaintiff Lucha Libre  
 28 Companies. Moreover, Century-National had notice of these other insured Lucha  
 Libre companies as evidenced by the inclusion of the D/B/A and insured premises  
 on the subject policy’s declarations. This was further clarified by their addition as  
 named insureds in an amendatory endorsement to the Policy, with an effective date  
 of May 26, 2020, during the subject policy period, which is attached as Exhibit B.

1           3. Century-National's Special Property Coverage Form provides  
2 "Business Income" coverage, which promises to pay for loss due to the necessary  
3 suspension of operations following loss to property.

4           4. Century-National's Special Property Coverage Form also provides  
5 "Civil Authority" coverage, which promises to pay for loss caused by the action of  
6 a civil authority that prohibits access to the insured premises.

7           5. Century-National's Special Property Coverage Form also provides  
8 "Extra Expense" coverage, which promises to pay the expense incurred to minimize  
9 the suspension of business and to continue operations.

10          6. Century-National's Special Property Coverage Form, under a section  
11 entitled "Duties in the Event of Loss" mandates that Century-National's insured  
12 "must see that the following are done in the event of loss. . . [t]ake all reasonable  
13 steps to protect the Covered Property from further damage and keep a record of your  
14 expenses necessary to protect the Covered Property, for consideration in the  
15 settlement of the claim." This is commonly referred to as "Sue and Labor" coverage.

16          7. Unlike many policies that provide Business Income coverage (also  
17 referred to as "business interruption" coverage), Century-National's Special  
18 Property Coverage Form does not include, and is not subject to, any exclusion for  
19 losses caused by the spread of viruses or communicable diseases.

20          8. Plaintiffs were forced to suspend or reduce business at their restaurants  
21 due to COVID-19 and the resultant closure orders issued by civil authorities in  
22 California.

23          9. Upon information and belief, Century-National has, on a widescale and  
24 uniform basis, refused to pay its insureds under its Business Income, Civil Authority,  
25 Extra Expense, and Sue and Labor coverages for losses suffered due to COVID-19,  
26 any orders by civil authorities that have required the necessary suspension of  
27 business, and any efforts to prevent further property damage or to minimize the  
28 suspension of business and continue operations.

## II. JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because Defendant and at least one member of the Class are citizens of different states and because: (a) the Class consists of at least 100 members; (b) the amount in controversy exceeds \$5,000,000 exclusive of interest and costs; and (c) no relevant exceptions apply to this claim.

11. Venue is proper in this District under 28 U.S.C. § 1391, because Lucha Libre Plaintiffs reside in this District and a substantial portion of the acts and conduct giving rise to the claims occurred within the District.

## III. THE PARTIES

### *Plaintiff*

12. Lucha Libre Plaintiffs comprise several California corporations and limited partnerships under common ownership, with their principal place of business in San Diego, California. Plaintiffs own and operate Lucha Libre Gourmet Taco Shops in San Diego and Carlsbad, California.

### *Defendant*

13. Defendant Century-National is an insurance company organized under the laws of the State of California, with its principal place of business in Van Nuys, California. It is authorized to write, sell, and issue insurance policies providing property and business income coverage in California. At all times material hereto, Century-National conducted and transacted business through the selling and issuing of insurance policies within California, including, but not limited to, selling and issuing property coverage to Plaintiffs.

## IV. FACTUAL BACKGROUND

### *A. The Special Property Coverage Form*

14. In return for the payment of a premium, Century-National issued Policy No. 77A4001353-03 to Plaintiffs for a policy period of July 14, 2019 to July 14, 2020, including a Businessowners Special Property Coverage Form. Policy No.

1 77A4001353-03 is attached hereto as Exhibit A. Plaintiffs have performed all of  
2 their obligations under Policy No. 77A4001353-03, including the payment of  
3 premiums. The Covered Properties, with respect to the Special Property Coverage  
4 Form, are the Lucha Libre Gourmet Taco Shops at 1810 West Washington Street,  
5 San Diego, California 92103; 3016 University Avenue, San Diego, California  
6 92104; and 2525 El Camino Real, Suite 218-C, Carlsbad, California 92008.

7 15. In many parts of the world, property insurance is sold on a specific peril  
8 basis. Such policies cover a risk of loss if that risk of loss is specifically listed (e.g.,  
9 hurricane, earthquake, H1N1, etc.). Most property policies sold in the United States,  
10 however, including those sold by Century-National, are all-risk property damage  
11 policies. These types of policies cover all risks of loss except for risks that are  
12 expressly and specifically excluded. Through its policy's Causes of Loss Form and  
13 Special Property Coverage Form, Century-National agreed to pay for the risks of  
14 direct physical loss to Covered Property unless the loss was excluded or limited by  
15 the policy.

16 16. In the policy, Century-National did not exclude or limit the Business  
17 Income, Civil Authority, Extra Expense, and Sue & Labor coverages for losses due  
18 to virus. While the policy contains an exclusion for losses caused by "Fungus, Wet  
19 Rot, Dry Rot, and Bacteria," it does not include exclude losses caused by virus.

20 17. Losses due to COVID-19 are a Covered Cause of Loss under Century-  
21 National policies with the Special Property Coverage Form.

22 18. In the Special Property Coverage Form, Century-National agreed to pay  
23 for its insureds' actual loss of Business Income sustained due to the necessary  
24 suspension of its operations during the "period of restoration" caused by direct  
25 physical loss or damage. A "slowdown or cessation" of business activities at the  
26 Covered Property is a "suspension" under the policy, for which Century-National  
27 agreed to pay for loss of Business Income during the "period of restoration" that  
28 begins within 72 hours after the time of direct physical loss or damage.

1           19. “Business Income” means net income (or loss) before tax that Plaintiffs  
2 and the other Class members would have earned “if no physical loss or damage had  
3 occurred” as well as continuing normal operating expenses incurred.

4           20. The presence of virus or disease can constitute physical damage to  
5 property, as the insurance industry has recognized since at least 2006. When  
6 preparing so-called “virus” exclusions to be placed in some policies, but not others,  
7 the insurance industry drafting arm, ISO, circulated a statement to state insurance  
8 regulators that included the following:

9           Disease-causing agents may render a product impure  
10 (change its quality or substance), or enable the spread of  
11 disease by their presence on interior building surfaces or  
12 the surfaces of personal property. When disease-causing  
13 viral or bacterial contamination occurs, potential claims  
14 involve the cost of replacement of property (for example,  
15 the milk), cost of decontamination (for example, interior  
16 building surfaces), and business interruption (time  
element) losses. Although building and personal property  
could arguably become contaminated (often temporarily)  
by such viruses and bacteria, the nature of the property  
itself would have a bearing on whether there is actual  
property damage. An allegation of property damage may  
be a point of disagreement in a particular case.

17           21. In the Special Property Coverage Form, Century-National also agreed  
18 to pay necessary Extra Expense that its insureds incur during the “period of  
19 restoration” that the insureds would not have incurred if there had been no direct  
20 physical loss or damage to the Covered Property.

21           22. “Extra Expense” includes expenses to avoid or minimize the  
22 suspension of business, continue operations, and to repair or replace property.

23           23. Century-National also agreed to “pay for the actual loss of Business  
24 Income” that Plaintiffs sustain “and any Extra Expense caused by action of civil  
25 authority that prohibits access to” the Covered Property when a Covered Cause of  
26 Loss causes damage to property near the Covered Property, the civil authority  
27 prohibits access to property immediately surrounding the damaged property, the  
28 Covered Property is within the prohibited area, and the civil authority action is taken

1 “in response to dangerous physical conditions.”

2 24. Century-National’s Special Property Coverage Form, under a section  
3 entitled “Duties in the Event of Loss” mandates that Century-National’s insured  
4 “must see that the following are done in the event of loss. . . [t]ake all reasonable  
5 steps to protect the Covered Property from further damage and keep a record of your  
6 expenses necessary to protect the Covered Property, for consideration in the  
7 settlement of the claim.” This is commonly referred to as “Sue and Labor” coverage.

8 25. Losses caused by COVID-19 and the related orders issued by local,  
9 state, and federal authorities triggered the Business Income, Extra Expense, Civil  
10 Authority, and Sue and Labor provisions of the Century-National policy.

11 ***B. The Covered Cause of Loss***

12 26. The presence of COVID-19 has caused civil authorities throughout the  
13 country to issue orders requiring the suspension of business at a wide range of  
14 establishments, including civil authorities with jurisdiction over Plaintiffs’  
15 businesses (the “Closure Orders”).

16 **1. The San Diego and California Closure Orders**

17 27. On March 4, 2020, California Governor Gavin Newsom issued  
18 Executive Order N-45-20 (the “California Emergency Order”), which declared a  
19 state of emergency in response to expected impacts arising from the COVID-19  
20 pandemic. The California Emergency Order required citizens to heed orders and  
21 guidance from the California Department of Health regarding limits on group size  
22 and social distancing.

23 28. On March 16, 2020, San Diego County issued a civil authority order  
24 requiring the closure of bars in San Diego County and banning dine-in eating in San  
25 Diego County.

26 29. On or about March 19, 2020, California Governor Gavin Newsom  
27 issued Executive Order N-33-20 (the “California Executive Order”) and “order[ed]”  
28 all individuals living in the State of California to stay home or at their place of



1 residence” save for those participating in economic sectors deemed “Essential  
2 Critical Infrastructure.” Although restaurants and food service are deemed “Essential  
3 Critical Infrastructure” under Governor Newsom’s Executive Order, Plaintiff was  
4 forced to prohibit on-site dining, severely limiting the number of customers that  
5 Plaintiffs could service and effectuating a disastrous evaporation of Plaintiffs’  
6 business income.

7       30. The San Diego County and State of California Closure Orders were  
8 issued in response to the rapid spread of COVID-19 throughout California.

9       31. Violations of the San Diego County and State of California Closure  
10 Orders are punishable by fine, imprisonment, or both.

11       **2. The Impact of COVID-19 and the Closure Orders**

12       32. The presence of COVID-19 caused direct physical loss of or damage to  
13 the covered property under Plaintiffs’ policy, and the policy of the other Class  
14 members, by denying use of and damaging the covered property, and by causing a  
15 necessary suspension of operations during a period of restoration.

16       33. The Closure Orders, including the issuance of San Diego and California  
17 Closure Orders, prohibited access to Plaintiffs and the other Class members’  
18 Covered Property, and the area immediately surrounding Covered Property, in  
19 response to dangerous physical conditions resulting from a Covered Cause of Loss.

20       34. As a result of the presence of COVID-19 and the Closure Orders,  
21 Plaintiffs and the other Class members lost Business Income and incurred Extra  
22 Expense.

23       35. Plaintiffs submitted a claim for loss to Century-National under its  
24 policy due to the presence of COVID-19 and the Closure Orders, and Century-  
25 National denied that claim.

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**V. CLASS ACTION ALLEGATIONS**

36. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(1), 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure, individually and on behalf of all others similarly situated.

37. The Lucha Libre Plaintiffs seek to represent nationwide classes defined as:

- All persons and entities that: (a) had Business Income coverage under a property insurance policy issued by Century-National; (b) suffered a suspension of business related to COVID-19, at the premises covered by their Century-National property insurance policy; (c) made a claim under their property insurance policy issued by Century-National; and (d) were denied Business Income coverage by Century-National for the suspension of business resulting from the presence or threat of COVID-19 (the “Business Income Breach Class”).
- All persons and entities that: (a) had Civil Authority coverage under a property insurance policy issued by Century-National; (b) suffered loss of Business Income and/or Extra Expense caused by action of a civil authority; (c) made a claim under their property insurance policy issued by Century-National; and (d) were denied Civil Authority coverage by Century-National for the loss of Business Income and/or Extra Expense caused by a Closure Order (the “Civil Authority Breach Class”).
- All persons and entities that: (a) had Extra Expense coverage under a property insurance policy issued by Century-National; (b) sought to minimize the suspension of business in connection with COVID-19 at the premises covered by their Century-National property insurance policy; (c) made a claim under their property insurance policy issued by Century-National; and (d) were denied Extra Expense coverage by Century-National despite their efforts to minimize the suspension of business caused by COVID-19 (the “Extra Expense Breach Class”).

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- All persons and entities that: (a) had a Sue and Labor provision under a property insurance policy issued by Century-National; (b) sought to prevent property damage caused by COVID-19 by suspending or reducing business operations, at the premises covered by their Century-National property insurance policy; (c) made a claim under their property insurance policy issued by Century-National; and (d) were denied Sue and Labor coverage by Century-National in connection with the suspension of business caused by COVID-19 (the “Sue and Labor Breach Class”).

38. The Lucha Libre Plaintiffs seek to represent nationwide classes defined

as:

- All persons and entities with Business Income coverage under a property insurance policy issued by Century-National that suffered a suspension of business due to COVID-19 at the premises covered by the business income coverage (the “Business Income Declaratory Judgment Class”).
- All persons and entities with Civil Authority coverage under a property insurance policy issued by Century-National that suffered loss of Business Income and/or Extra Expense caused by a Closure Order (the “Civil Authority Declaratory Judgment Class”).
- All persons and entities with Extra Expense coverage under a property insurance policy issued by Century-National that sought to minimize the suspension of business in connection with COVID-19 at the premises covered by their Century-National property insurance policy (the “Extra Expense Declaratory Judgment Class”).
- All persons and entities with a Sue and Labor provision under a property insurance policy issued by Century-National that sought to prevent property damage caused by COVID-19 by suspending or reducing business operations, at the premises covered by their Century-National property insurance policy (the “Sue and Labor Declaratory Judgment Class”).

1           39. Excluded from each defined Class is Defendant and any of its members,  
2 affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns;  
3 governmental entities; and the Court staff assigned to this case and their immediate  
4 family members. Plaintiffs reserve the right to modify or amend each of the Class  
5 definitions, as appropriate, during the course of this litigation.

6           40. This action has been brought and may properly be maintained on behalf  
7 of each Class proposed herein under the criteria of Rule 23 of the Federal Rules of  
8 Civil Procedure.

9           41. **Numerosity—Federal Rule of Civil Procedure 23(a)(1).** The  
10 members of each defined Class are so numerous that individual joinder of all Class  
11 members is impracticable. While Plaintiffs are informed and believe that there are  
12 thousands of members of each Class, the precise number of Class members is  
13 unknown to Plaintiffs but may be ascertained from Defendant's books and records.  
14 Class members may be notified of the pendency of this action by recognized, Court-  
15 approved notice dissemination methods, which may include U.S. Mail, electronic  
16 mail, internet postings, and/or published notice.

17           42. **Commonality and Predominance—Federal Rule of Civil**  
18 **Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law  
19 and fact, which predominate over any questions affecting only individual Class  
20 members, including, without limitation:

- 21           a. Century-National issued all-risk policies to the members of the Class  
22           in exchange for payment of premiums by the Class members;
- 23           b. whether the Class suffered a covered loss based on the common  
24           policies issued to members of the Class;
- 25           c. whether Century-National wrongfully denied all claims based on  
26           COVID-19;
- 27           d. whether Century-National's Business Income coverage applies to a  
28           suspension of business caused by COVID-19;

- e. whether Century-National's Civil Authority coverage applies to a loss of Business Income caused by the orders of state governors requiring the suspension of business as a result of COVID-19;
- f. whether Century-National's Extra Expense coverage applies to efforts to minimize a loss caused by COVID-19;
- g. whether Century-National's Sue and Labor provision applies to require Century-National to pay for efforts to reduce damage caused by COVID-19;
- h. whether Century-National has breached its contracts of insurance through a blanket denial of all claims based on business interruption, income loss or closures related to COVID-19 and the related closures;
- i. whether Plaintiff and the Class are entitled to an award of reasonable attorney fees, interest and costs.

43. **Typicality—Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the other Class members' claims because Plaintiffs and the other Class members are all similarly affected by Defendant's refusal to pay under its Business Income, Civil Authority, Extra Expense, and Sue and Labor coverages. Plaintiffs' claims are based upon the same legal theories as those of the other Class members. Plaintiffs and the other Class members sustained damages as a direct and proximate result of the same wrongful practices in which Defendant engaged.

44. **Adequacy of Representation—Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other Class members who they seek to represent, Plaintiffs have retained counsel competent and experienced in complex class action litigation, including successfully litigating class action cases similar to this one, where insurers breached contracts with insureds by failing to pay the amounts owed under their policies, and Plaintiffs intend to prosecute this action vigorously. The

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1 interests of the above-defined Classes will be fairly and adequately protected by  
2 Plaintiffs and their counsel.

3       **45. Inconsistent or Varying Adjudications and the Risk of**  
4 **Impediments to Other Class Members' Interests—Federal Rule of Civil**  
5 **Procedure 23(b)(1).** Plaintiffs seek class-wide adjudication as to the interpretation,  
6 and resultant scope, of Defendant's Business Income, Civil Authority, Extra  
7 Expense, and Sue and Labor coverages. The prosecution of separate actions by  
8 individual members of the Classes would create an immediate risk of inconsistent or  
9 varying adjudications that would establish incompatible standards of conduct for the  
10 Defendant. Moreover, the adjudications sought by Plaintiffs could, as a practical  
11 matter, substantially impair or impede the ability of other Class members, who are  
12 not parties to this action, to protect their interests.

13       **46. Declaratory and Injunctive Relief—Federal Rule of Civil**  
14 **Procedure 23(b)(2).** Defendant acted or refused to act on grounds generally  
15 applicable to Plaintiffs and the other Class members, thereby making appropriate  
16 final injunctive relief and declaratory relief, as described below, with respect to the  
17 Class members.

18       **47. Superiority—Federal Rule of Civil Procedure 23(b)(3).** A class  
19 action is superior to any other available means for the fair and efficient adjudication  
20 of this controversy, and no unusual difficulties are likely to be encountered in the  
21 management of this class action. Individualized litigation creates a potential for  
22 inconsistent or contradictory judgments and increases the delay and expense to all  
23 parties and the court system. By contrast, the class action device presents far fewer  
24 management difficulties, and provides the benefits of single adjudication, economy  
25 of scale, and comprehensive supervision by a single court.

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1 **VI. CLAIMS FOR RELIEF**

2 **COUNT I**

3 **BREACH OF CONTRACT -- BUSINESS INCOME COVERAGE**

4 **(Claim Brought on Behalf of the Business Income Breach Class)**

5 48. Lucha Libre Plaintiffs (“Plaintiffs” for the purpose of this claim) repeat  
6 and reallege Paragraphs 1-47 as if fully set forth herein.

7 49. Plaintiffs bring this Count individually and on behalf of the other  
8 members of the Business Income Breach Class.

9 50. Plaintiffs’ Century-National policy, as well as those of the other  
10 Business Income Breach Class members, are contracts under which Century-  
11 National was paid premiums in exchange for its promise to pay Plaintiffs and the  
12 other Business Income Breach Class members’ losses for claims covered by the  
13 policy.

14 51. In the Special Property Coverage Form, Century-National agreed to pay  
15 for its insureds’ actual loss of Business Income sustained due to the necessary  
16 suspension of its operations during the “period of restoration.”

17 52. A “slowdown or cessation” of business activities at the Covered  
18 Property is a “suspension” under the policy, for which Century-National agreed to  
19 pay for loss of Business Income during the “period of restoration” that begins within  
20 72 hours after the time of direct physical loss or damage.

21 53. “Business Income” means net income (or loss) before tax that Plaintiffs  
22 and the other Business Income Breach Class members would have earned “if no  
23 physical loss or damage had occurred” as well as continuing normal operating  
24 expenses incurred.

25 54. COVID-19 caused direct physical loss and damage to Plaintiffs’ and  
26 the other Business Income Breach Class members’ Covered Properties, requiring  
27 suspension of operations at the Covered Properties. Losses caused by COVID-19

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1 thus triggered the Business Income provision of Plaintiffs’ and the other Business  
2 Income Breach Class members’ Century-National policies.

3 55. Plaintiffs and the other Business Income Breach Class members have  
4 complied with all applicable provisions of their policies and/or those provisions have  
5 been waived by Century-National or Century-National is estopped from asserting  
6 them, and yet Century-National has abrogated its insurance coverage obligations  
7 pursuant to the policies’ clear and unambiguous terms.

8 56. By denying coverage for any Business Income losses incurred by  
9 Plaintiffs and the other Business Income Breach Class members in connection with  
10 the COVID-19 pandemic, Century-National has breached its coverage obligations  
11 under the policies.

12 57. As a result of Century-National’s breaches of the policies, Plaintiffs and  
13 the other Business Income Breach Class members have sustained substantial  
14 damages for which Century-National is liable, in an amount to be established at trial.

15 **COUNT II**  
16 **BREACH OF CONTRACT – CIVIL AUTHORITY COVERAGE**

17 **(Claim Brought on Behalf of the Civil Authority Breach Class)**

18 58. Lucha Libre Plaintiffs (“Plaintiffs” for the purpose of this claim) repeat  
19 and reallege Paragraphs 1-47 as if fully set forth herein.

20 59. Plaintiffs brings this Count individually and on behalf of the other  
21 members of the Civil Authority Breach Class.

22 60. Plaintiffs’ Century-National insurance policy, as well as those of the  
23 other Civil Authority Breach Class members, are contracts under which Century-  
24 National was paid premiums in exchange for its promise to pay Plaintiffs’ and the  
25 other Civil Authority Breach Class members’ losses for claims covered by the  
26 policy.

27 61. Century-National agreed to “pay for the actual loss of Business  
28 Income” that Plaintiffs sustain “and any Extra Expense caused by action of civil



1 authority that prohibits access to” the Covered Property when a Covered Cause of  
 2 Loss causes damage to property near the Covered Property, the civil authority  
 3 prohibits access to property immediately surrounding the damaged property, the  
 4 Covered Property is within the prohibited area, and the civil authority action is taken  
 5 “in response to dangerous physical conditions.”

6 62. The Closure Orders triggered the Civil Authority provision under  
 7 Plaintiffs’ and the other members of the Civil Authority Breach Class’s Century-  
 8 National insurance policies.

9 63. Plaintiffs and the other members of the Civil Authority Breach Class  
 10 have complied with all applicable provisions of the policies, and/or those provisions  
 11 have been waived by Century-National, or Century-National is estopped from  
 12 asserting them, and yet Century-National has abrogated its insurance coverage  
 13 obligations pursuant to the Policies’ clear and unambiguous terms.

14 64. By denying coverage for any business losses incurred by Plaintiffs and  
 15 other members of the Civil Authority Breach Class in connection with the Closure  
 16 Orders and the COVID-19 pandemic, Century-National has breached its coverage  
 17 obligations under the policies.

18 65. As a result of Century-National’s breaches of the policies, Plaintiffs and  
 19 the other members of the Civil Authority Breach Class have sustained substantial  
 20 damages for which Century-National is liable, in an amount to be established at trial.

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

23 **(Claim Brought on Behalf of the Extra Expense Breach Class)**

24 66. Lucha Libre Plaintiffs (“Plaintiffs” for the purpose of this claim) repeat  
 25 and reallege Paragraphs 1-47 as if fully set forth herein.

26 67. Plaintiffs brings this Count individually and on behalf of the other  
 27 members of the Extra Expense Breach Class.

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1           68. Plaintiffs' Century-National insurance policy, as well as those of the  
2 other Extra Expense Breach Class members, are contracts under which Century-  
3 National insurance was paid premiums in exchange for its promise to pay Plaintiffs'  
4 and the other Extra Expense Breach Class members' losses for claims covered by  
5 the policy.

6           69. In the Special Property Coverage Form, Century-National also agreed  
7 to pay necessary Extra Expense that its insureds incur during the "period of  
8 restoration" that the insureds would not have incurred if there had been no direct  
9 physical loss or damage to the Covered Property.

10          70. "Extra Expense" includes expenses to avoid or minimize the  
11 suspension of business, continue operations, and to repair or replace property.

12          71. Due to COVID-19 and the Closure Orders, Plaintiffs and the other  
13 members of the Extra Expense Breach Class incurred Extra Expense at Covered  
14 Property.

15          72. Plaintiffs and the other members of the Extra Expense Breach Class  
16 have complied with all applicable provisions of the policies and/or those provisions  
17 have been waived by Century-National or Century-National is estopped from  
18 asserting them, and yet Century-National has abrogated its insurance coverage  
19 obligations pursuant to the policies' clear and unambiguous terms.

20          73. By denying coverage for any business losses incurred by Plaintiffs and  
21 the other members of the Extra Expense Breach Class in connection with the Closure  
22 Orders and the COVID-19 pandemic, Century-National has breached its coverage  
23 obligations under the policies.

24          74. As a result of Century-National's breaches of the policies, Plaintiffs and  
25 the other members of the Extra Expense Breach Class have sustained substantial  
26 damages for which Century-National is liable, in an amount to be established at trial.

27 ///

28 ///

**COUNT IV**  
**BREACH OF CONTRACT – SUE AND LABOR COVERAGE**  
**(Claim Brought on Behalf of the Sue and Labor Breach Class)**

75. Lucha Libre Plaintiffs (“Plaintiffs” for the purpose of this claim) repeat and reallege Paragraphs 1-47 as if fully set forth herein.

76. Plaintiffs brings this Count individually and on behalf of the other members of the Sue and Labor Breach Class.

77. Plaintiffs’ Century-National policy, as well as those of the other Sue and Labor Breach Class members, are contracts under which Century-National was paid premiums in exchange for its promise to pay Plaintiffs and the other Sue and Labor Breach Class members’ losses for claims covered by the policy.

78. In the Special Property Coverage Form, Century-National agreed to give due consideration in settlement of a claim to expenses incurred in taking all reasonable steps to protect Covered Property from further damage.

79. In complying with the Closure Orders and otherwise suspending or limiting operations, Plaintiffs and other members of the Sue and Labor Breach Class incurred expenses in connection with reasonable steps to protect Covered Property.

80. Plaintiffs and the other members of the Sue and Labor Breach Class have complied with all applicable provisions of the policy and/or those provisions have been waived by Century-National, or Century-National is estopped from asserting them, and yet Century-National has abrogated its insurance coverage obligations pursuant to the policies’ clear and unambiguous terms.

81. By denying coverage for any Sue and Labor expenses incurred by Plaintiffs and the other members of the Sue and Labor Breach Class in connection with the Closure Orders and the COVID-19 pandemic, Century-National has breached its coverage obligations under the policies.

82. As a result of Century-National’s breaches of the policies, Plaintiffs and the other members of the Sue and Labor Breach Class have sustained substantial damages for which Century-National is liable, in an amount to be established at trial.



1 Declaratory Judgment Class members in connection with suspension of their  
2 businesses stemming from the COVID-19 pandemic.

3 89. Pursuant to 28 U.S.C. § 2201, Plaintiffs and the other Business Income  
4 Declaratory Judgment Class members seek a declaratory judgment from this Court  
5 declaring the following:

6 i. Plaintiffs and the other Business Income Declaratory Judgment Class  
7 members' Business Income losses incurred in connection with the  
8 Closure Orders and the necessary interruption of their businesses  
9 stemming from the COVID-19 pandemic are insured losses under their  
10 policies; and

11 ii. Century-National is obligated to pay Plaintiffs and the other Business  
12 Income Declaratory Judgment Class members for the full amount of the  
13 Business Income losses incurred and to be incurred in connection with  
14 the Closure Orders during the period of restoration and the necessary  
15 interruption of their businesses stemming from the COVID-19  
16 pandemic.

17 **COUNT VI**

18 **DECLARATORY JUDGMENT – CIVIL AUTHORITY COVERAGE**

19 **(Claim Brought on Behalf of the Civil Authority Declaratory Judgment Class)**

20 90. Lucha Libre Plaintiffs ("Plaintiffs" for the purpose of this claim) repeat  
21 and reallege Paragraphs 1-47 as if fully set forth herein.

22 91. Plaintiffs bring this Count individually and on behalf of the other  
23 members of the Civil Authority Declaratory Judgment Class.

24 92. Plaintiffs' Century-National insurance policy, as well as those of the  
25 other Civil Authority Declaratory Judgment Class members, are contracts under  
26 which Century-National was paid premiums in exchange for its promise to pay  
27 Plaintiffs and the other Civil Authority Declaratory Judgment Class members' losses  
28 for claims covered by the policy.

1           93. Plaintiffs and the other Civil Authority Declaratory Judgment Class  
2 members have complied with all applicable provisions of the policies and/or those  
3 provisions have been waived by Century-National, or Century-National is estopped  
4 from asserting them, and yet Century-National has abrogated its insurance coverage  
5 obligations pursuant to the policies' clear and unambiguous terms and has  
6 wrongfully and illegally refused to provide coverage to which Plaintiffs and the other  
7 Class members are entitled.

8           94. Century-National has denied claims related to COVID-19 on a uniform  
9 and class wide basis, without individual bases or investigations, such that the Court  
10 can render declaratory judgment irrespective of whether members of the Class have  
11 filed a claim.

12           95. An actual case or controversy exists regarding Plaintiffs' and the other  
13 Civil Authority Declaratory Judgment Class members' rights and Century-  
14 National's obligations under the policies to reimburse Plaintiffs and the other Civil  
15 Authority Declaratory Judgment Class members for the full amount of covered Civil  
16 Authority losses incurred by Plaintiffs and the other Civil Authority Declaratory  
17 Judgment Class members in connection with Closure Orders and the necessary  
18 interruption of their businesses stemming from the COVID-19 pandemic.

19           96. Pursuant to 28 U.S.C. § 2201, Plaintiffs and the other Civil Authority  
20 Declaratory Judgment Class members seek a declaratory judgment from this  
21 Court declaring the following:

- 22           i. Plaintiffs and the other Civil Authority Declaratory Judgment Class  
23 members' Civil Authority losses incurred in connection with the  
24 Closure Orders and the necessary interruption of their businesses  
25 stemming from the COVID-19 pandemic are insured losses under their  
26 policies; and  
27           ii. Century-National is obligated to pay Plaintiffs and the other Civil  
28 Authority Declaratory Judgment Class members the full amount of the

Civil Authority losses incurred and to be incurred in connection with the covered losses related to the Closure Orders and the necessary interruption of their businesses stemming from the COVID-19 pandemic.

**COUNT VII**  
**DECLARATORY JUDGMENT – EXTRA EXPENSE COVERAGE**

**(Claim Brought on Behalf of the Extra Expense Declaratory Judgment Class)**

97. Lucha Libre Plaintiffs (“Plaintiffs” for the purpose of this claim) repeat and reallege Paragraphs 1-47 as if fully set forth herein.

98. Plaintiffs brings this Count individually and on behalf of the other members of the Extra Expense Declaratory Judgment Class.

99. Plaintiffs’ Century-National insurance policy, as well as those of the other Extra Expense Declaratory Judgment Class members, are contracts under which Century-National was paid premiums in exchange for its promise to pay Plaintiffs and the other Extra Expense Declaratory Judgment Class members’ losses for claims covered by the policy.

100. Plaintiffs and the other Extra Expense Declaratory Judgment Class members have complied with all applicable provisions of the policies and/or those provisions have been waived by Century-National, or Century-National is estopped from asserting them, and yet Century-National has abrogated its insurance coverage obligations pursuant to the policies clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which Plaintiffs and the other Class members are entitled.

101. Century-National has denied claims related to COVID-19 on a uniform and class wide basis, without individual bases or investigations, such that the Court can render declaratory judgment irrespective of whether members of the Class have filed a claim.

///



102. An actual case or controversy exists regarding Plaintiffs’ and the other Extra Expense Declaratory Judgment Class members’ rights and Century-National’s obligations under the policies to reimburse Plaintiffs and the other Extra Expense Declaratory Judgment Class members for the full amount of Extra Expense losses incurred by Plaintiffs and the other Extra Expense Declaratory Judgment Class members in connection with Closure Orders and the necessary interruption of their businesses stemming from the COVID-19 pandemic.

103. Pursuant to 28 U.S.C. § 2201, Plaintiffs and the other Extra Expense Declaratory Judgment Class members seek a declaratory judgment from this Court declaring the following:

- i. Plaintiffs’ and the other Extra Expense Declaratory Judgment Class members’ Extra Expense losses incurred in connection with the Closure Orders and the necessary interruption of their businesses stemming from the COVID-19 pandemic are insured losses under their policies; and
- ii. Century-National is obligated to pay Plaintiffs and the other Extra Expense Declaratory Judgment Class members for the full amount of the Extra Expense losses incurred and to be incurred in connection with the covered losses related to the Closure Orders during the period of restoration and the necessary interruption of their businesses stemming from the COVID-19 pandemic.

## COUNT VIII

### **DECLARATORY JUDGMENT – SUE AND LABOR COVERAGE**

#### **(Claim Brought on Behalf of the Sue and Labor Declaratory Judgment Class)**

104. Lucha Libre Plaintiffs (“Plaintiffs” for the purpose of this claim) repeat and reallege Paragraphs 1-47 as if fully set forth herein.

105. Plaintiffs brings this Count individually and on behalf of the other members of the Sue and Labor Declaratory Judgment Class.

1           106. Plaintiffs' Century-National insurance policy, as well as those of the  
2 other Sue and Labor Declaratory Judgment Class members, are contracts under  
3 which Century-National was paid premiums in exchange for its promise to pay  
4 Plaintiffs and the other Sue and Labor Declaratory Judgment Class members'  
5 reasonably incurred expenses to protect Covered Property.

6           107. Plaintiffs and the other Sue and Labor Declaratory Judgment Class  
7 members have complied with all applicable provisions of the policies and/or those  
8 provisions have been waived by Century-National, or Century-National is estopped  
9 from asserting them, and yet Century-National has abrogated its insurance coverage  
10 obligations pursuant to the policies' clear and unambiguous terms and has  
11 wrongfully and illegally refused to provide coverage to which Plaintiffs are entitled.

12           108. Century-National has denied claims related to COVID-19 on a uniform  
13 and class wide basis, without individual bases or investigations, such that the Court  
14 can render declaratory judgment irrespective of whether members of the Class have  
15 filed a claim.

16           109. An actual case or controversy exists regarding Plaintiffs' and the other  
17 Sue and Labor Declaratory Judgment Class members' rights and Century-National's  
18 obligations under the policies to reimburse Plaintiffs and the other Sue and Labor  
19 Declaratory Judgment Class members for the full amount Plaintiffs and the other  
20 members of the Sue and Labor Declaratory Judgment Class reasonably incurred to  
21 protect Covered Property from further damage by COVID-19.

22           110. Pursuant to 28 U.S.C. § 2201, Plaintiffs and the other Sue and Labor  
23 Declaratory Judgment Class members seek a declaratory judgment from this Court  
24 declaring the following:

- 25           i. Plaintiffs and the other Sue and Labor Declaratory Judgment Class  
26 members reasonably incurred expenses to protect Covered Property  
27 from further damage by COVID-19 are insured losses under their  
28 policies; and

- 1           ii. Century-National is obligated to pay Plaintiffs and the other Sue and  
2           Labor Declaratory Judgment Class members for the full amount of the  
3           expenses they reasonably incurred to protect Covered Property from  
4           further damage by COVID-19.

5                                   **VII. REQUEST FOR RELIEF**

6           WHEREFORE, Plaintiffs, individually and on behalf of the other Class  
7           members, respectfully request that the Court enter judgment in their favor and  
8           against Defendant as follows:

9           a. Entering an order certifying the proposed nationwide Classes, as  
10          requested herein;

11          b. Entering an order designating Lucha Libre Plaintiffs as Class  
12          representatives for the Business Income Breach Class, the Civil Authority Breach  
13          Class, the Extra Expense Breach Class, and the Sue and Labor Breach Class, and  
14          appointing Plaintiff's undersigned attorneys as Counsel for these Classes;

15          c. Entering an order designating Lucha Libre Plaintiffs as Class  
16          representatives for the Business Income Declaratory Judgment Class, the Civil  
17          Authority Declaratory Judgment Class, the Extra Expense Declaratory Judgment  
18          Class, and the Sue and Labor Judgment Class, and appointing Plaintiffs' undersigned  
19          attorneys as Counsel for these Classes;

20          d. Entering judgment on Counts I-IV in favor of Lucha Libre Plaintiffs  
21          and the members of the Business Income Breach Class, the Civil Authority Breach  
22          Class, the Extra Expense Breach Class, and the Sue and Labor Breach Class; and  
23          awarding damages for breach of contract in an amount to be determined at trial;

24          e. Entering declaratory judgments on Counts V-VIII in favor of Lucha  
25          Libre Plaintiffs and the members of the Business Income Declaratory Judgment  
26          Class, the Civil Authority Declaratory Judgment Class, the Extra Expense  
27          Declaratory Judgment Class, and the Sue and Labor Declaratory Judgment Class as  
28          follows:

- 1 i. Business Income, Civil Authority, Extra Expense, and Sue and  
2 Labor losses incurred in connection with the Closure Orders and the  
3 necessary interruption of their businesses stemming from the  
4 COVID-19 pandemic are insured losses under their policies; and  
5 ii. Century-National is obligated to pay for the full amount of the  
6 Business Income, Civil Authority, Extra Expense, and Sue and  
7 Labor losses incurred and to be incurred related to COVID-19, the  
8 Closure Orders and the necessary interruption of their businesses  
9 stemming from the COVID-19 pandemic;  
10 f. Ordering Defendant to pay both pre- and post-judgment interest on any  
11 amounts awarded;  
12 g. Ordering Defendant to pay attorneys' fees and costs of suit; and  
13 h. Ordering such other and further relief as may be just and proper.

14 **VIII. JURY DEMAND**

15 Plaintiff hereby demands a trial by jury on all claims so triable.

16  
17 Dated: June 19, 2020

Respectfully submitted,

18 /s/ Charles S. LiMandri

19 Charles S. Limandri (Bar No. 110841)

20 Paul M. Jonna (Bar No. 265389)

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6 douglas.daniels@dtlawyers.com

7 *Counsel for Plaintiff*  
8 *and the Proposed Classes*

9 \*Applications for admission *pro hac vice* to be filed  
10  
11  
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## CIVIL COVER SHEET

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

**I. (a) PLAINTIFFS** Unmasked Management, Inc., Lucha Libre Gourmet Taco Shop #1 LP, Lucha Libre Gourmet, Taco Shop #2 LP, and Lucha Libre Gourmet Taco Shop #3 LP

**(b)** County of Residence of First Listed Plaintiff **San Diego, California**  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)

Charles S. LiMandri, SBN 110841  
LiMandri & Jonna LLP  
P.O. Box 9120, Rancho Santa Fe, CA 92067

**DEFENDANTS**

Century-National Insurance Company

County of Residence of First Listed Defendant **Los Angeles, California**  
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

**'20CV1129 H MDD**

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

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

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

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

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

Click here for: Nature of Suit Code Descriptions.

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

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

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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): **28 U.S.C. § 1332**

Brief description of cause: **Breach of Contract and Declaratory Judgment**

**VII. REQUESTED IN COMPLAINT:**

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

**DEMAND \$**

CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

June 19, 2020

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD

Charles S. LiMandri, Esq.

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE