

Client Alert

Insurers' COVID-19 Notepad: What You Need to Know Now (Week of August 31)

September 2, 2020

Two More Federal Courts Dismiss COVID-19 Business Interruption Claims

On August 28, 2020, the U.S. District Court for the Central District of California granted Travelers' motion to dismiss a restaurant's COVID-19 business interruption claims. The court concluded that, under California law, losses resulting from an inability to use property "do not amount to 'direct physical loss of or damage to property' within the ordinary and popular meaning of that phrase." The court further found that the plaintiff failed to plausibly plead that the coronavirus physically altered its property and therefore had not alleged facts plausibly supporting an inference that it is entitled to coverage under the policy.

On August 26, 2020, the U.S. District Court for the Southern District of Florida granted Greenwich Insurance Company's motion to dismiss a restaurant's COVID-19 business interruption claim. The court concluded that Plaintiff's allegations that the Florida Emergency Orders forced the closure of its restaurant were insufficient to state a claim under Florida law because, when examining "the language of the insurance policy, 'direct physical' modifies both 'loss' and 'damage.' That means that any 'interruption in business must be caused by some physical problem with the covered property.'" The court went on to reason that "it is not plausible how two government orders meet that threshold when the restaurant merely suffered economic losses – not anything tangible, actual, or physical."

Oregon Extends Emergency Order For Property and Casualty Insurance

The Oregon Department of Consumer and Business Services, Division of Financial Regulation extended its amended emergency order, which allows Oregonians with property and casualty insurance policies to request a one-time 60-day grace period for each policy to pay past-due premiums. No documentation is required to prove financial hardship, and insurers must pay any covered losses during the grace period. The order is now in effect through September 29, 2020.

New Business Interruption Suits Against Insurers:

The owner of a dentistry practice in Chattanooga sued The Cincinnati Insurance Company (and affiliates), in federal court (E.D. Tenn.), asserting claims for declaratory relief and breach of contract. The "all risk" policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶¶24-31. The policy does not contain a virus exclusion. *Id.* at ¶25. The Complaint alleges that the defendants wrongfully denied the plaintiff's claim for coverage without conducting an investigation, and that "[t]he speed with which Defendants denied these claims indicate that Defendants already decided and put into place procedures for the blanket denial of claims, regardless of the particular facts of any given restaurant." *Id.* at ¶¶16, 42-43.

The owner and operator of a shopping mall sued Great American E & S Insurance Company, Inc. in federal court (S.D. Fla.) for declaratory relief. The policy allegedly provides business interruption and service interruption coverage as a direct result of a Pollution Condition involving a Pollutant. Complaint at ¶ 12. The Complaint alleges that the discharge, dispersal, release, seepage, migration, or escape of the COVID-19 virus is a Pollution Condition under the terms of the policy. *Id.* at ¶ 26.

A restaurant sued Westchester Surplus Lines Insurance Company in Florida state court (Orange County), asserting claims for declaratory relief and breach of contract. The “all risk” policy allegedly provides business income and extra expense coverage. Complaint at ¶ 13. The Complaint alleges that the property’s inability to function as intended as a result of COVID-19 closure orders constitutes a direct physical loss under the policy. *Id.* at ¶ 10.

The owner and operator of two food and beverage establishments sued Cincinnati Insurance Company in federal court (S.D. Ill.), asserting claims for declaratory relief, breach of contract, vexatious refusal pursuant to 215 ILCS 5/15, common law fraud, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act. The “all risk” policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶ 28. The Complaint alleges that the policy’s exclusion for viruses or pandemics is inapplicable because it applies only to the “Crisis Event” portion of the policy and does not have any effect on the business income, extra expense, or civil authority provisions. *Id.* at ¶¶ 29-30. The insurer is alleged to have engaged in “a massive state-wide fraud in which [the insurer] collected premiums for commercial insurance policies lacking the ISO’s purported virus exclusion but nonetheless summarily denying coverage for losses due to COVID-19.” *Id.* at ¶ 180.

An optometry office sued Erie Insurance Property & Casualty Company in federal court (N.D. Ill.), asserting claims for breach of contract and bad faith. The “all risk” policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶¶ 20-27. The Complaint alleges that the presence of coronavirus in and around the covered property “rendered the premises unsafe and unfit for its intended uses and resulted in a direct physical loss of Property to [the plaintiff].” *Id.* at ¶ 63. The insurer allegedly sent the plaintiff a “cut and paste” letter that had named a different insured, indicating that it “decided to treat business interruption claims from COVID-19 *en masse* without addressing the particulars of each claim.” *Id.* at ¶ 71.

A bakery sued Twin City Fire Insurance Company in federal court (N.D. Ill.), asserting claims for breach of contract and bad faith. The “all risk” policy allegedly provides business income, and extra expense coverage. Complaint at ¶¶ 17-19. The Complaint alleges that Illinois’ closure orders “limited the use of the Insured Locations by Insureds for their intended use and caused a direct physical loss of property to the Insureds.” *Id.* at ¶ 3. The insurer allegedly issued “a blanket denial and denied all claims made by its insureds relating to the orders entered by state and municipal authorities that were designed to address a public health disaster and to prevent the spread of COVID-19, and [the insurer] failed to undertake an investigation of any of such claims.” *Id.* at ¶ 84.

A restaurant sued Regent Insurance Company in Iowa state court (Polk County), asserting claims for declaratory relief, breach of contract, and bad faith. The “all risk” policy allegedly provides business income and civil authority coverage. Complaint at ¶ 14. The Complaint alleges that Iowa’s closure order caused direct physical

loss of or damage to plaintiff's property by precluding customers from patronizing the business and frustrating the intended purpose of the business and that the insurance industry secured approval for the policy's virus exclusion "by misrepresenting to the state regulators that the Virus Exclusion would not change the scope of coverage, but rather just clarify existing coverage." *Id.* at ¶¶ 52, 67.

The operator of a vehicle auction facility sued Chubb Limited and Great Northern Insurance Company in Maryland state court (Harford County) for declaratory relief. The "all risk" policy allegedly provides business income and extra expense coverage. Complaint at ¶ 31. The Complaint alleges that losses from coronavirus and issuance of Maryland's COVID-19 closure orders are covered under the policy to the extent that direct physical loss or damage to property "means and includes loss of use." *Id.* at ¶ 44.

The owner and operator of a nail salon sued Travelers Casualty Insurance Company of America in federal court (E.D. Mo.) for declaratory relief. The "all risk" policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶¶ 4-5. The Complaint alleges that the plaintiff's COVID-19 losses are a covered cause of loss under the policy, that the policy's Ordinance or Law exclusion is inapplicable because the relevant COVID-19 closure orders "do not have the same force of law as an ordinance or regulation that is issued by a state legislature," and that policy's the virus exclusion is inapplicable because there is no evidence the virus has ever been on the premises. *Id.* at ¶ 20, 22, 28.

The owner and operator of several Broadway theaters sued Federal Insurance Company and Pacific Indemnity Company in federal court (S.D.N.Y.), asserting claims for breach of contract, declaratory relief, and breach of the implied covenant of good faith and fair dealing. The "all risk" policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶¶ 40-43. The Complaint alleges that New York's COVID-19 closure orders "substantially impaired [the plaintiff's] properties, causing 'direct physical loss or damage' to those properties," and further "constitute actions 'by a civil authority' as a 'direct result of direct physical loss or damage' as required to trigger Civil Authority coverage." *Id.* at ¶ 53.

Two Tae-Kwon-Do studios sued Philadelphia Indemnity Insurance Company in federal court (W.D.N.Y.), asserting claims for declaratory relief, breach of contract, and violations of § 349 of the New York General Business Law. The "all risk" policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶ 25. The Complaint alleges that the presence of coronavirus and "the resulting direct physical loss of or damage to property (both at Plaintiffs' Premises and at property in the immediate area of the same) and persons with CV-19 caused direct physical loss of or damage to the covered property under the Policy as well as to property in the immediate area of such covered property." *Id.* at ¶ 58. The insurer's denial of coverage was allegedly "pre-determined and without regard to the individual circumstances of Plaintiffs or other insureds, including the presence of the Virus at the insured premises or property in the immediate area thereof." *Id.* at ¶ 96.

The owner and operator of a nightclub and restaurant sued United National Insurance Company and Global Indemnity Company in New York state court (Queens County), asserting claims for declaratory relief and breach of contract. The "all risk" policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶¶ 10-12. The Complaint alleges that COVID-19 caused direct physical loss of or damage to covered

property “by denying use of and damaging the covered property, and by causing a necessary suspension of operations during a period of restoration.” *Id.* at ¶ 41.

The owner and operator of a restaurant sued Utica First Insurance Company in New York state court (Queens County), asserting claims for declaratory relief and breach of contract. The “all risk” policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶¶ 7-9. The Complaint alleges that the presence of COVID-19 caused direct physical loss of or damage to covered property “by denying use of and damaging the covered property, and by causing a necessary suspension of operations during a period of restoration.” *Id.* at ¶ 36.

The operator of twenty-three “gentlemen’s clubs” sued Certain Underwriters at Lloyd’s, London in federal court (C.D. Cal.) alleging the insurer wrongfully denied plaintiffs’ claims for business interruption losses due to various states’ COVID-19 closure orders. The policy allegedly provides a “Time Element coverage” which “includes the Insureds’ recovery of their loss, to the extent the Insureds are [] wholly or partially prevented from producing goods or continuing business operations or services.” The complaint alleges that “an interpretation of ‘physical loss’ and ‘physical damage’ as being triggered only by physical damage to property renders the term ‘physical loss’ illusory and without legal effect, a result that is contrary to one of the basic tenants of California’s rules of contract interpretation requiring that all the words or phrases used in a contract are given separate and distinct meanings.”

Employers Insurance Company of Wausau sued the owners and operators of New York residential and condominium buildings in federal court (S.D.N.Y) for declaratory relief. The “all risk” policy allegedly provides time element, civil authority, ingress/egress, rental, and protection and preservation of property coverage. Complaint at ¶¶ 30-37. The insurer seeks a declaration that it has no obligation to make payment for losses arising from COVID-19 and governmental responses to it, because the insured’s claimed losses were not the result of direct physical loss or damage of the type insured. Complaint at ¶¶ 3, 6.

New Business Interruption Class Action Filings:

The owner of a restaurant in Pennsylvania sued The Cincinnati Insurance Company (and affiliates) on behalf of itself and all others similarly situated in federal court (W.D. Pa.), asserting claims for declaratory relief and breach of contract. The “all risk” policy allegedly provides business income, extra expense, and civil authority coverage. Complaint at ¶¶15-24. The Complaint alleges that the defendants wrongfully denied the plaintiff’s claim for coverage. *Id.* at ¶¶50-51. The nationwide class is defined as “all policyholders ... who purchased commercial property coverage ... from Defendant and who have been denied coverage under their policy for lost business income after being ordered by a governmental entity, in response to the COVID-19 pandemic, to shut down or otherwise curtail or limit in any way their business operations.” *Id.* at ¶55.

The owner of a bar and restaurant in Pennsylvania sued Erie Insurance Exchange on behalf of itself and all others similarly situated in Pennsylvania state court (Allegheny County), asserting claims for declaratory relief and breach of contract. The “all risk” policy allegedly provides business income, extra expense, rental income, and civil authority coverage. Complaint at ¶¶15-23. The Complaint alleges that the defendant has wrongfully refused

to provide coverage for the plaintiff's claims. *Id.* at ¶¶46-47. The class is defined as all Pennsylvania policyholders who purchased "coverage from Defendant and who have been denied coverage under their policy for lost business income after being ordered by a governmental entity, in response to the COVID-19 pandemic, to shut down or otherwise curtail or limit in any way their business operations. *Id.* at ¶51.

The owner of a bar and grill in Pennsylvania sued Erie Insurance Exchange on behalf of itself and all others similarly situated in Pennsylvania state court (Allegheny County), asserting claims for declaratory relief and breach of contract. The "all risk" policy allegedly provides business income, extra expense, rental income, and civil authority coverage. Complaint at ¶¶15-24. The Complaint alleges that the defendant has wrongfully refused to provide coverage for the plaintiff's claims. *Id.* at ¶¶46-47. The class is defined as all Pennsylvania policyholders who purchased "coverage from Defendant and who have been denied coverage under their policy for lost business income after being ordered by a governmental entity, in response to the COVID-19 pandemic, to shut down or otherwise curtail or limit in any way their business operations. *Id.* at ¶51. This Complaint is filed by the same firm and is virtually identical to the Complaint above.

The owners of bars and restaurants in Philadelphia sued their various insurers on behalf of themselves and all others similarly situated in federal court (E.D. Pa.), asserting claims for declaratory relief, breach of contract, and bad faith breach of contract and the duty of good faith and fair dealing. The "all risk" policies allegedly provide business income, extra expense, extended business income, and civil authority coverage. Complaint at ¶¶41-51. The Complaint alleges that the defendants refused to provide coverage for plaintiffs under the policies, and that the class claims arise from defendants' "systematic, uniform, capricious and arbitrary refusal to pay insureds for covered losses and the actions taken by civil authorities to suspend business operations." *Id.* at ¶¶84-86. The nationwide class is divided into business income, extra expense,, and civil authority subclasses, and is defined as "[a]ll bars, restaurants, and other eateries that purchased" coverage from defendants "that suffered a suspension of business operations due to government prohibitions on the use of their insureds premises and for which the Insurers have either actually denied or stated they will deny a claim for the losses or have otherwise failed to acknowledge, accept as a covered cause of loss, or pay for the covered losses." *Id.* at ¶88.

The owners of dental practices in Pittsburgh sued The Cincinnati Insurance Company (and affiliates) (in separate complaints) on behalf of itself and all others similarly situated in federal court (W.D. Pa.), asserting claims for declaratory relief and breach of contract. The "all risk" policy allegedly provides business income, extra expense, rental value, and civil authority coverage. Complaints at ¶¶15-25. The Complaints allege that the defendant denied the plaintiff's claim for coverage without providing any explanation for its conclusion, *id.* at ¶¶55-57, and that defendant has similarly refused or will refuse to provide coverage to members of the class. *Id.* at ¶5. The nationwide class is defined as all policyholders who purchased coverage from the defendant "and who have been denied coverage under their policy for lost business income after being ordered by a governmental entity, in response to the COVID-19 pandemic, to shut down or otherwise curtail or limit in any way their business operations. *Id.* at ¶61.

Reeds Jewelers of Niagara Falls filed a class action complaint against Cincinnati Insurance Company in federal court (S.D. Oh.) asserting claims for declaratory and injunctive relief and breach of contract. The Complaint alleges the "all risk" policy provides coverage for COVID-19 related business losses under the Business Income,

Extra Expense, and Civil Authority coverage provisions. Plaintiff and Class Members assert the likely presence of the novel coronavirus and government closure orders issued in response to the pandemic caused covered losses under the policies. The Complaint asserts Cincinnati issued a denial letter to Plaintiff without conducting an adequate investigation into the claims, causing “substantial harm to Plaintiff and members of the proposed class.” The Complaint seeks relief on behalf of Nationwide Declaratory and Injunctive Relief and Breach of Contract classes, as well as a New York Subclass.

The owner and operator of a bar and grill filed a class action complaint against Westchester Surplus Lines Insurance Company in federal court (N.D. Ga.), asserting claims for declaratory relief and breach of contract. The “all risk” policy allegedly provides business income, extra expense, civil authority, and sue and labor coverage. Complaint at ¶¶ 25, 31, 32, 34. The Complaint alleges that the “threat and presence of COVID-19 caused direct physical loss of or damage to the [sic] each ‘Covered Property’ under the Plaintiff and Class Members’ policies, and the policies of the other Class Members, by impairing the function of and damaging the Covered Property, and by causing a necessary suspension of operations during a period of restoration.” *Id.* at ¶ 54.

The owners of several hotels filed a class action complaint against Zurich American Insurance Company in Illinois state court (Cook County), asserting claims for declaratory relief and breach of contract. The “all risk” policy allegedly provides business interruption, extra expense, and civil authority coverage. Complaint at ¶¶ 24, 25. The Complaint alleges that as a matter of practice the insurer “writes a virus exclusion (even if defective) into a business interruption insurance policy **when it intends** to impose or enforce a virus exclusion” and that it did not do so here. *Id.* at ¶ 46 (emphasis in original). The proposed class includes all persons and entities “with claims due to COVID-19 and the Closure Orders under the Policy.” *Id.* at ¶ 143.

The operator of a salon filed a class action complaint against Cincinnati Insurance Company in federal court (W.D. Mo.), asserting claims for declaratory relief and breach of contract. The “all risk” policy allegedly provides business income, extra expense, dependent property, civil authority, extended business income, and ingress and egress coverage. Complaint at ¶¶ 5-10. The Complaint alleges that the presence of COVID-19 particles “renders physical property in their vicinity unsafe and unusable, resulting in direct physical loss to that property.” *Id.* at ¶ 50. The named plaintiff seeks to represent separate nationwide classes with respect to the following coverages: business income coverage, extra expense coverage, dependent property coverage, civil authority coverage, extended business income coverage, ingress and egress coverage, and sue and labor coverage. *Id.* at ¶¶ 86-92.

Several businesses, including restaurants, a distillery, and a theater, filed a class action complaint against Cincinnati Insurance Company in federal court (W.D. Mo.), asserting claims for declaratory relief and breach of contract. The “all risk” policies allegedly provide business income, extra expense, civil authority, ingress or egress, and sue and labor coverage. Complaint at ¶ 58. The Complaint alleges that the insurer and insurance industry appear to be taking a uniform approach of denying coverage for pandemic-related losses “even when the policy they drafted and offered to insureds, and the policy paid for by the insureds, does not contain an exclusion for pandemic- or virus-related losses.” *Id.* at ¶ 5. The proposed nationwide class is defined as all “businesses that are covered by one of the Defendant’s policies in effect during the COVID-19 pandemic.” *Id.* at ¶ 67.

A dental office filed a class action complaint against Cincinnati Insurance Company in federal court (D.N.J.) for declaratory relief. The “all risk” policy allegedly provides business income, extra expense, civil authority, and business income from dependent properties coverage. Complaint at ¶ 1. The Complaint alleges that the insurer chose not to include the standard ISO virus exclusion despite its availability. *Id.* at ¶ 27. The proposed nationwide classes are defined as: (1) “[a]ll persons and entities with Business Income coverage under a property insurance policy issued by Defendant that suffered a suspension of business due to COVID-19 at the premises covered by the business income coverage;” (2) “[a]ll persons and entities with Civil Authority coverage under a property insurance policy issued by Defendant that suffered loss of Business Income and/or Extra Expense caused by a Closure Order;” (3) “[a]ll persons and entities with Extra Expense coverage under a property insurance policy issued by Defendant that sought to minimize the suspension of business in connection with COVID-19 at the premises covered by their property insurance policy;” and (4) “[a]ll persons and entities with Business Income from Dependent Properties coverage under a property insurance policy issued by Defendant that suffered an actual loss of Business Income caused by direct physical loss or physical damage at a dependent property or properties.” *Id.* at ¶ 54.

The operator of an inn and restaurant filed a class action complaint against Union Insurance Company in federal court (N.D.N.Y.), asserting claims for declaratory relief and anticipatory breach of contract. The “all risk” policy allegedly provides business interruption, extra expense, and civil authority coverage. Complaint at ¶¶ 34-38. The Complaint alleges that the plaintiff and all similarly situated class members suffered direct physical loss “because they have been unable to use their property for its intended purpose,” and the policy’s virus exclusion is inapplicable because the proximate cause of loss was precautionary measures taken by states and counties to prevent the spread of COVID-19, not the presence of coronavirus in the insured property. *Id.* at ¶¶ 40, 43. The named plaintiff did not submit a claim to the insurer because it was allegedly advised by its broker that “submitting a claim was a waste of time because all Closure Order-related claims were routinely being rejected by insurers.” *Id.* at ¶ 44. The proposed multi-state class is defined as all entities who have entered into standard all-risk commercial property insurance policies with the insurer to insure property in New York, Rhode Island, Connecticut, Maine, Massachusetts, New Hampshire and Vermont “where such policies provide for business income loss and extra expense coverage and do not exclude coverage for pandemics, and who have suffered losses due to measures put in place by civil authorities’ stay-at-home or shelter-in-place orders since March 15, 2020.” *Id.* at ¶ 50.

Two restaurants filed a class action complaint against Oregon Mutual Insurance Company in federal court (D. Or.), asserting claims for declaratory relief, breach of contract, breach of the covenant of good faith and fair dealing, and unfair business practices in violation of California Bus. & Prof. Code § 17200, *et seq.* The “all risk” policies allegedly provide business income and civil authority coverage. Complaint at ¶¶ 56, 60. The Complaint alleges that the presence of COVID-19 “resulted in and continues to result in direct physical loss, including but not limited to loss of use of properties, as well as direct physical damage to properties, and this direct physical loss and/or direct physical damage prompted the issuance of the [closure] Orders.” *Id.* at ¶ 62. The proposed class is defined as “[a]ll persons or entities in the United States (including its territories and the District of Columbia) who own an interest in a business that served food on the premises and was insured by Defendant in March 2020, made (or attempted to make) a claim with Defendant arising from lost business income (or other

losses related to business interruption) at that business related to COVID-19, and did not receive coverage for that claim.” *Id.* at ¶ 91.

The owner of a California fitness franchise filed a class action lawsuit against Markel Insurance Company in federal court (N.D. Cal.) alleging the insurer wrongfully denied its claim for business interruption losses due to California’s COVID-19 closure orders. The “all-risk” policy allegedly provides business income, extra expense, and civil authority coverages, and contains a virus exclusion. The complaint alleges that “[t]he presence of a virus is a physical interaction with property, making it dangerous and less valuable,” that the presence of the COVID-19 virus causes “direct physical loss . . . in that the property may not be accessed and is untenable,” and that “[i]nsurance carriers know that viruses cause damage to property.”

A California accounting firm filed a class action lawsuit against Hartford Financial Services Group and its subsidiary in federal court (S.D. Cal.) alleging the insurer wrongfully denied its claim for business interruption losses due to California’s COVID-19 closure orders. The “all-risk” policy allegedly provides business interruption, extra expense, and civil authority coverages, and contains a virus exclusion. Plaintiffs allege that despite Hartford’s contention that there was no physical loss of or damage to the property, “the Mandated Shutdown Rules requiring Plaintiff to discontinue its primary use of the Covered Property . . . in and of themselves constitute a Covered Cause of Loss,” or, in the alternative, that “the COVID-19 public health emergency and the ubiquitous nature of the COVID-19 virus caused a direct physical loss or physical damage to Plaintiff’s Covered Property.”

A manufacturer of dental appliances filed a class action lawsuit against Continental Casualty Company in federal court (C.D. Cal.) alleging the insurer wrongfully denied its claim for business interruption losses due to California’s COVID-19 closure orders. The “all-risk” policy allegedly provides Business Income, Extra Expense, and Civil Authority coverages, and does not contain a virus exclusion. The complaint alleges that “even though Continental was aware of the massive losses that its insureds . . . could face from a virus-related pandemic, it still sold [plaintiff] and the Class Members the [policies] without any potentially applicable exclusion.” The complaint further alleges that the insurer’s “denial of coverage for [plaintiff’s] losses was part of a coordinated scheme perpetrated by Continental . . . to wrongfully withhold policy benefits. . . and, more broadly, to mislead [plaintiffs] . . . and the general public into believing that [the policies] do not afford coverage for such losses.”

Owners of “escape room” businesses filed a class action lawsuit against HCC Specialty Insurance Company and Houston Casualty Company in federal court (N.D. Cal.) alleging the insurers wrongfully denied their claims for business interruption losses due to California and Nevada’s COVID-19 closure orders. The “all-risk” policies allegedly contain Business Income, Extra Expense, and Civil Authority coverages, and do not contain a virus exclusion. The complaint alleges that the “presence of COVID-19 particles and/or the presence of persons infected with COVID-19 . . . at the premises renders the premises unsafe, thereby . . . resulting in direct physical loss to and of the premises and property.” The complaint further alleges that “orders issued in states such as New York, Colorado, Washington, Indiana, New Mexico, North Carolina, Missouri and Illinois have all recognized that Covid-19 poses a specific threat to property and can cause property loss and damage.”

For more information, please contact the professional(s) listed below, or your regular Crowell & Moring contact.

Laura Foggan

Partner – Washington, D.C.

Phone: +1.202.624.2774

Email: lfoggan@crowell.com

Adam J. Singer

Counsel – Washington, D.C.

Phone: +1.202.688.3508

Email: asinger@crowell.com