

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
THE WILLIAM VALE HOTEL, LLC.
and ESPRESSOR HOSPITALITY
MANAGEMENT, LLC.

Our File No. 116976 DCRD

Index No.

COMPLAINT

Plaintiffs,

-against-

FIREMAN'S FUND INSURANCE COMPANY,
ALLIANZ GLOBAL CORPORATE
AND SPECIALTY, and RSG UNDERWRITING
MANAGERS OPERATING AS SUITELIFE
UNDERWRITING MANAGERS,

Defendants.
-----X

Plaintiffs, The William Vale Hotel, LLC. and Espresso Hospitality Management LLC.
by and through their attorneys, BAXTER SMITH & SHAPIRO, P.C., as and for their
complaint, states as follows:

PARTIES TO THE ACTION

1. Upon information and belief, the Plaintiff, The William Vale Hotel, LLC. (hereinafter "Vale"), was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York with its principal place of business located at 266 Broadway, Brooklyn, New York 11211.

2. Upon information and belief, the Plaintiff, Espresso Hospitality Management, LLC. (hereinafter "Espresso"), was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York with its principal place of business located at 266 Broadway, Brooklyn, New York 11211.

3. Upon information and belief, at all times mentioned herein, the Defendant, Fireman's Fund Insurance Company (hereinafter "Fireman's Fund") was and still is an

Insurance Company licensed to do business in New York and duly organized and existing under the laws of the State of California.

4. Upon information and belief, at all times mentioned herein, the Defendant, Allianz Insurance Global Corporate and Specialty (hereinafter "Allianz") was and still is an Insurance Company licensed to do business in New York and duly organized and existing under the laws of the State of Connecticut.

5. Upon information and belief, at all times mentioned herein, the Defendant, RSG Underwriting Managers Operating as Suitelife Underwriting Managers (hereinafter "Suitelife"), was and still is and duly organized and existing under the laws of the State of Illinois.

6. Upon information and belief, at all times set forth herein, Fireman's Fund issued policies of insurance for properties in New York, including Vale and/or Espressor.

7. Upon information and belief, at all times set forth herein, Allianz issued policies of insurance for properties in New York, including Vale and/or Espressor.

8. Upon information and belief, at all times set forth herein, Suitelife issued policies of insurance for properties in New York, including Vale and/or Espressor .

THE CLAIM

9. Vale is a hotel operating at 266 Broadway, Brooklyn, New York during the time period that included March 2020 until the present.

10. Espressor is a hotel management company whose activities included management of Vale from March 2020 until the present.

11. Beginning in or about March 2020, a public health crisis known as the Covid-19 Coronavirus (hereinafter the “pandemic” or “Covid-19”) spread into New York including, but not limited to, Brooklyn, New York.

12. As a consequence of the pandemic, Vale and/or Espressor have sustained damages in multiple respects due to the public health crisis involving the spread of COVID-19 Coronavirus including, but not limited to: the costs of disinfecting, sanitizing and testing the Vale property as a result of claimed contamination with the COVID-19 Coronavirus; loss of income as a result of the closure of the Vale property due to the alleged contamination of the Vale property with the COVID-19 Coronavirus; loss of income due to the inability of guests to travel to the Hotel due to Federal, State and/or International social distancing restrictions, including restrictions on travel, as a result of the COVID-19 Coronavirus; loss of income due to State-mandated limitations of public gatherings; and/or loss of income due to State-mandated quarantines, all in excess of \$2,000,000 and continuing.

THE FIREMAN’S FUND/ALLIANZ INSURANCE POLICY

13. Upon information and belief, on or before March 2020, Fireman’s Fund and/or Allianz issued a policy of insurance under policy number USC007118190 to Vale (hereinafter the “Allianz Policy”), that covered Vale and Espressor as well as Wythe Berry Fee Owners, LLC, Wythe Berry, LLC, 55 Wythe Investor, LLC, The William Vale FNB, LLC, North 12 Parking, LLC, William Vale Staffing, LLC, and Riverside Developers USA, Inc. for the time period of March 2020 to the present for the building located at 266 Broadway, Brooklyn, New York

14. The Allianz Policy, *inter alia*, included coverage for damages “caused by or resulting from a covered communicable disease event”

15. On or about April 2, 2020, Vale and/or Espressor tendered the within claim for damages causes by the Pandemic to Allianz and Suitelife.

16. It was not until October 26, 2021, however, that the defendant(s), through a third-party administrator, declined coverage for the within clam.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST
ALLIANZ, FIREMAN’S FUND AND SUITELIFE**

17. The Plaintiffs repeat, reiterate and reallege the allegations contained in paragraphs “1” through “16” as though more fully set forth herein.

18. Upon information and belief, on or before March 1, 2020, Allianz issued a policy of insurance to Vale and/or Espressor, which was in full force and effect at the time of the damages alleged herein.

19. Said insurance provided coverage for numerous types of damages including, but not limited to, the damages caused to Vale and/or Espressor as a result of the Pandemic.

20. The Plaintiffs have made a timely demand to Fireman’s Fund, Allianz and Suitelife to assume their obligations as insurer(s) and to cover the losses enumerated above.

21. Upon information and belief, the defendants have declined to afford coverage for the losses enumerated above, to the detriment of these plaintiffs, as insureds under the Allianz policy.

22. The coverage to be provided under the Allianz Policy applies to each and every aspect of the claims set forth herein.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST
ALLIANZ, FIREMAN'S FUND AND SUITELIFE**

23. The Plaintiffs repeat, reiterate and reallege the allegations contained in paragraphs "1" through "22" as though more fully set forth herein.

24. The Plaintiffs have suffered and will continue to suffer damages, harm and prejudice by virtue of the failure of the defendants to fulfill their obligations under the Allianz Policy.

25. The defendants are liable to the Plaintiffs for any and all damages incurred by virtue of its breach of their insurance obligations and judgment should be entered accordingly.

WHEREFORE, the Plaintiffs pray that these questions be tried promptly and that the action herein is proper since the defendants have failed to afford coverage pursuant to their obligations set forth above, which have all been to the detriment of the Plaintiffs and that the following declarations be made:

- (1) At the time of the claim that is the subject of the within action, Fireman's Fund and/or Allianz and/or Suitelife insured Vale and Espressor;
- (2) The defendants owe Vale and Espressor the obligation to insure them and such insurance applies to each and every aspect of the losses set forth herein;
- (3) The defendants have breached their obligations to Vale and Espressor under the Allianz Policy;
- (4) The defendants are obligated to reimburse the plaintiffs for all losses set forth herein as well attorneys' fees, costs, disbursements and other expenses incurred; and
- (5) The Plaintiffs be granted such other, further and different relief on the declarations of rights and legal limitations of

