

21CV003466

NORTH CAROLINA

FILED
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE COUNTY

CASE NO.

JF Fitness of Richmond, LLC;
JF Fitness of Gleneagles, LLC; JF Fitness 3600, LLC;
JF Fitness of Virginia, LLC;
Fitness Partners of Cameron Village, LLC;
Fitness Partners of Ballantyne, LLC; and
Fitness Partners of Creedmoor, LLC

Plaintiffs.

v.

Nova Casualty Company,

Defendant.

Jury Trial Demanded

COMPLAINT

NOW COME Plaintiffs JF Fitness of Richmond, LLC; JF Fitness of Gleneagles, LLC; JF Fitness 3600, LLC; JF Fitness of Virginia, LLC; Fitness Partners of Cameron Village, LLC; Fitness Partners of Ballantyne, LLC; and Fitness Partners of Creedmoor, LLC (collectively, "Plaintiffs"), and for their Complaint against Nova Casualty Company ("Defendant" or "Nova"), allege as follows:

Introduction

1. Crunch Fitness is a chain of franchised fitness clubs located in the United States, Canada, Australia, Spain, Costa Rica, and Panama.
2. Plaintiffs are franchisees of Crunch Fitness. Plaintiffs own and operate Crunch Fitness workout facilities in North Carolina and Virginia.

3. Beginning in March 2020, state and local officials in North Carolina and Virginia issued a series of orders closing non-essential businesses, including Plaintiffs' fitness clubs, and directing consumers to stay at home.

4. These orders prevented Plaintiffs' customers and employees from physically occupying the fitness clubs' premises and prevented Plaintiffs from operating their businesses.

5. Plaintiffs have suffered and continue to suffer staggering losses of business income because of these orders.

6. Plaintiffs are insured under commercial property insurance policies issued by Defendant, which provide for reimbursement of lost business income in the event Plaintiffs' business operations are suspended.

7. Plaintiffs purchased their policies to protect their livelihoods in the event of an unforeseen interruption of their businesses, and Plaintiffs faithfully paid premiums over the years to obtain this protection.

8. The recent government-mandated shutdowns of Plaintiffs' facilities are precisely the sort of unforeseen, economically calamitous events Plaintiffs sought to insure themselves against when they purchased insurance from Defendant. But when Plaintiffs made a claim for coverage because of the shutdowns that physically deprived Plaintiffs of their businesses, Defendant denied Plaintiffs' claims.

9. Specifically, without investigation, and based on an erroneous reading of the language in Plaintiffs' insurance policies, Defendant denied Plaintiffs' claims.

10. Defendant's denial of Plaintiffs' claims was arbitrary, unreasonable, contrary to the language of Plaintiffs' insurance policies, contrary to the undisputed facts, contrary to law, and

contrary to the reasonable expectations of Plaintiffs that the Policies would provide coverage for their claims.

11. Due to Defendant's wrongful denial of coverage, Plaintiffs bring this action for a declaratory judgment establishing that they are entitled to receive the benefit of the insurance coverage they purchased, for indemnification of the business losses they have sustained, and for breach of contract.

Parties

12. Plaintiff JF Fitness of Richmond, LLC ("JF Richmond") is a Virginia limited liability company with its principal place of business in Richmond, Virginia. JF Richmond operates a fitness center in Richmond, Virginia.

13. Plaintiff JF Fitness of Gleneagles, LLC ("JF Gleneagles") is a Virginia limited liability company with its principal place of business in Richmond, Virginia. JF Fitness operates a fitness center in Richmond, Virginia.

14. Plaintiff JF Fitness 3600, LLC ("JF 3600") is a Virginia limited liability company with its principal place of business in Richmond, Virginia. JF 3600 operates a fitness center in Richmond, Virginia.

15. Plaintiff JF Fitness of Virginia, LLC ("JF Virginia") is a Virginia limited liability company with its principal place of business in Richmond, Virginia. JF Richmond operates a fitness center in Richmond, Virginia.

16. Plaintiff Fitness Partners of Cameron Village, LLC ("FP Cameron Village") is a Virginia limited liability company with its principal place of business in Richmond, Virginia. FP Cameron Village operates a fitness center in Raleigh, North Carolina.

17. Plaintiff Fitness Partners of Ballantyne, LLC (“FP Ballantyne”) is a Virginia limited liability company with its principal place of business in Richmond, Virginia. FP Ballantyne operates a fitness center in Charlotte, North Carolina.

18. Plaintiff Fitness Partners of Creedmoor, LLC (“FP Creedmoor”) is a Virginia limited liability company with its principal place of business in Richmond, Virginia. FP Creedmoor operates a fitness center in Raleigh, North Carolina.

19. Upon information and belief, Defendant Nova Casualty Company is a New York insurance company with its principal place of business in Buffalo, New York.

Jurisdiction and Venue

20. Defendant is subject to the jurisdiction of this Court because Defendant insures risks located in this State and conducts substantial business within this State.

21. Venue is proper in this Court because property covered by the insurance policies at issue in this action is located in this County, Defendants’ obligations under the policies were to be performed in this County, and events giving rise to Defendant’s liability occurred in this County.

Factual Background

22. In March 2020, officials in North Carolina and Virginia—as in many other states—ordered the closing of all non-essential businesses, including fitness clubs.

23. For example, on March 23, 2020, the Governor of North Carolina entered Executive Order No. 120, closing “entertainment facilities without a retail or dining component,” including indoor exercise facilities.

24. Similarly, on March 23, 2020, the Governor of Virginia entered Executive Order Fifty-Three, directing “[c]losure of all public access” to “[f]itness centers, gymnasiums, recreation centers, indoor sports facilities, and indoor exercise facilities.”

25. During this same time period, county officials in Wake County, North Carolina and Mecklenburg County, North Carolina issued orders directing residents to shelter in place and/or closing or restricting the operations of non-essential businesses like Plaintiffs’. (The orders referenced in paragraphs 23-25 and any similar or subsequent orders are referred to collectively herein as the “Executive Orders.”)

26. Pursuant to these and other orders, Plaintiffs were required to close their facilities in North Carolina and Virginia.

27. During this time, Plaintiffs could not allow customers or employees to enter their premises, nor could they operate their businesses in any capacity.

28. As a result of the Executive Orders, Plaintiffs suffered and continue to suffer severe interruption to their businesses and critical loss of income.

The Policies

29. Plaintiffs are insured under commercial property insurance policies issued by Nova. Although the Plaintiffs are insured under two separate policies, both policies contain the same relevant policy language. (The policies referenced in paragraphs 30-31 below are hereinafter referred to as the “Policies.”)

30. Plaintiffs JF Richmond, JF Gleneagles, JF 3600, and JF Virginia were insured under Nova Insurance Policy No. FIT-ML-10000258-02 for the period August 15, 2019 to August 15, 2020 (the “JF Richmond Policy,” attached as Exhibit A).

31. Plaintiffs FP Cameron Village, FP Ballantyne, and FP Creedmoor were insured under Nova Insurance Policy No. FIT-ML-10000465-01 for the period August 31, 2019 to August 31, 2020 (the “FP Cameron Village Policy,” attached as Exhibit B).

32. Plaintiffs obtained their Policies to ensure that they would be reimbursed for lost income in the event that their business operations were interrupted, and reasonably believed and expected that the Policies provided such coverage.

33. Plaintiffs faithfully paid premiums to Defendant on the Policies.

34. The Policies broadly cover risk of loss of or damage to Plaintiffs’ properties, unless a coverage exclusion applies.

35. Under the terms of the Policies, Defendant agreed to “pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.” (Ex. A, form CP 00 10 10 12, p. 1 of 16.)

36. “Covered Cause of Loss” is defined as direct physical loss that is not otherwise excluded or limited (*see* Ex. A, form CP 10 30 09 17, p. 1 of 10). “Direct physical loss” is not defined in the Policies.

37. As part of this coverage, when a “Covered Cause of Loss” causes “direct physical loss of or damage to” Plaintiffs’ property, Defendant agreed to “pay for the actual loss of Business Income” sustained by Plaintiffs “due to the necessary ‘suspension’ of [Plaintiffs’] ‘operations’” during the period Plaintiffs’ businesses were interrupted.¹ (Ex. A, form CP 00 30 10 12, p. 1 of 9.)

¹ The Policies provide that Defendant will pay for the loss of Business Income due to the suspension of operations during a “period of restoration.” (Ex. A, form CP 00 30 10 12, p. 1 of 9.) The Policies define “Period of Restoration” as the period of time beginning 72 hours after “direct physical loss or damage for Business Income Coverage” occurs and ending when the property should be repaired, rebuilt or replaced. (*Id.*, p. 9 of 9.)

38. “Suspension” is defined, in pertinent part, as “[t]he slowdown or cessation of [the insured’s] business activities.” (*Id.*, p. 9 of 9.)

39. “Business Income” is defined as (a) “Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred” but for the loss; and (b) “[c]ontinuing normal operating expenses incurred, including payroll.” (*Id.*, p. 1 of 9.)

40. In summary, under the Policies, when a “Covered Cause of Loss”—such as an unanticipated crisis and governmental shutdown of Plaintiffs’ businesses—causes “direct physical loss of or damage to” Plaintiffs’ property—such as Plaintiffs’ inability to access their facilities, to allow customers on their premises, and to otherwise operate their businesses—Defendant is obligated to pay Plaintiffs for the “Business Income” they lose during the time their business operations are suspended.

41. The Policies also provide for recovery of Plaintiffs’ lost business income when a “Covered Cause of Loss” occurs at property other than Plaintiffs’ properties, causing Plaintiffs to be denied access to their properties.

42. For example, the Policies contain a “Civil Authority” provision, which provides that Defendant will pay Plaintiffs’ lost business income when a “civil authority” takes action that prohibits access to Plaintiffs’ premises, where that action is taken as the result of a Covered Cause of Loss occurring somewhere other than Plaintiffs’ premises.

43. Specifically, the Policies provide as follows:

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

(Ex. A, Form CP 00 30 10 12, p. 2 of 9.)

Plaintiffs' Claims and Defendant's Responses

44. In September 2020, Plaintiffs made claims under their respective Policies for losses suffered as a result of the Executive Orders (the "Claims").

45. On September 14, 2020, Defendant denied Plaintiffs' Claims. (Copies of Defendant's letters are attached as Exhibits C and D.) In its letters, Defendant stated that coverage was not available because "there was no direct physical damage to property at [Plaintiffs'] premises that resulted in a shut down." (Ex. C, p. 2; Ex. D, p. 2.)

46. Defendant's responses to Plaintiffs' Claims misrepresented the terms of the Policies.

47. Contrary to Defendant's statements, the Policies do not require that Plaintiffs suffer "direct physical damage to property" for coverage to obtain. Instead, the Policies require "direct physical loss of," or damage to, Plaintiffs' properties.

48. "Loss" and "damage" are two distinct concepts; indeed, if the terms were synonymous, there would be no need to include both in the policy language, separated by the disjunctive "or."

49. The Policies do not define "loss" or "damage;" therefore, under well-recognized, undisputed rules of construction, those terms are to be given their generally understood meaning, and

any ambiguity should be construed in favor of coverage for Plaintiffs and against Defendant, who selected the language for inclusion in its adhesion contracts.

50. Common dictionary definitions of “loss” include “deprivation” and “the harm or privation resulting from loss or separation.”²

51. Common dictionary definitions of “damage” include harm caused to something “in such a way as to impair its value, usefulness or normal function.”³

52. The events described herein have unquestionably deprived Plaintiffs of access to, and have separated Plaintiffs from, their business facilities. Accordingly, Plaintiffs have suffered “loss of” their premises.

53. Additionally, these events have impaired the value and usefulness of the businesses and have prevented them from serving their normal function. Therefore, under commonly accepted English usage, Plaintiffs have also suffered “damage to” their premises.

54. Plaintiffs’ losses and damage are “direct” in that they have been directly caused by the Executive Orders; and they are “physical” in that Plaintiffs’ properties and operations have been physically impacted by governmental shutdowns.⁴

55. Put simply, the Executive Orders have caused Plaintiffs to suffer both (a) direct physical loss of, and, (b) damage to, their properties because the Executive Orders have deprived Plaintiffs of access to their properties, prevented customers from physically occupying Plaintiffs’ properties, and

² See <https://www.merriam-webster.com/dictionary/loss>.

³ See <https://www.lexico.com/en/definition/damage>.

⁴ See <https://www.lexico.com/en/definition/direct> (defining “direct” as “[w]ithout intervening factors or intermediaries”); see also <https://www.lexico.com/en/definition/physical> (defining “physical” as “[r]elating to things perceived through the senses as opposed to the mind; tangible or concrete.”).

prohibited Plaintiffs from operating their businesses, thereby impairing, and in fact nearly eliminating entirely, the normal function and value of Plaintiffs' business properties.

56. Because Plaintiffs have suffered direct physical loss of and damage to their properties, they have experienced a "Covered Cause of Loss," and Plaintiffs are entitled to reimbursement under the Business Income coverage of the Policies.

57. For these same reasons, Defendant is obligated to provide coverage under the "Civil Authority" provision in the Policies given that there are numerous establishments within one mile of each of Plaintiffs' facilities that have also suffered physical loss of and damage to their premises caused by this Covered Cause of Loss. Accordingly, the Executive Orders that have prohibited access to Plaintiffs' premises trigger the "Civil Authority" provision of the Policies.

The Virus Exclusion

58. In its responses to Plaintiffs' Claims, Defendant asserted that Plaintiffs are not entitled to coverage under the Policies for the additional reason that Plaintiffs' Claims are precluded by an "Exclusion of Loss Due to Virus or Bacteria" provision in the Policies (the "Virus Exclusion"). (Exhibits C and D.)

59. This exclusion states that Defendant "will not pay for loss or damage caused by or resulting from any virus, bacteria or other micro-organism that induces or is capable of inducing physical distress, illness or disease." (Ex. A, form CP 01 40 07 06, p. 1 of 1.)

60. It is Defendant's burden to prove that Plaintiffs' Claims are excluded from coverage under the Virus Exclusion, and that burden cannot be met here.

61. As discussed further below, the Virus Exclusion was intended to exclude from coverage losses resulting from actual contamination by a virus or other disease-causing agent.

62. Plaintiffs have made no claim of any such contamination and are in fact unaware of the presence of SARS-CoV-2 or any other virus in their facilities.

63. Plaintiffs similarly did not lose any business income as the result of viral contamination.

64. As a result, Plaintiffs' losses fall outside of the ambit of the Virus Exclusion, because they were not "caused by" and did not "result[] from" contamination by SARS-CoV-2. To the contrary, Plaintiffs' losses of business income were caused by, and a direct result of, orders of civil authorities in North Carolina and Virginia closing numerous businesses, including Plaintiffs', and directing consumers to stay at home.

65. Indeed, if Plaintiffs' losses had been caused by viral contamination, Plaintiffs could have immediately taken measures to mitigate any loss caused by the virus, and resumed operations quickly. Instead, Plaintiffs were forced to shut down their businesses for several months, even though there was no virus on their business premises, due to the requirements of the Executive Orders.

66. Moreover, even if Plaintiffs' losses had been caused by SARS-CoV-2, the Virus Exclusion would not be applicable in this instance because Defendant is estopped from enforcing the Virus Exclusion under principles of regulatory estoppel as well as general public policy.

67. In 2006, an insurance advisory organization, Insurance Services Office, Inc. ("ISO"), on behalf of its participating insurers, undertook to obtain approval for the Virus Exclusion from state insurance regulators.

68. On information and belief, Defendant is one of the insurers on whose behalf ISO sought to obtain approval for the Virus Exclusion from state insurance regulators.

69. In its filings with certain state regulators, ISO represented that the adoption of the Virus Exclusion was meant to clarify that coverage for losses resulting from contamination by "disease-

causing agents” has never been in effect, and was never intended to be included, in property policies like Plaintiffs’.

70. Specifically, in a filing dated June 29, 2006, ISO represented to state regulatory authorities that:

While property policies have not been a source of recovery for losses involving contamination by disease-causing agents, the specter of pandemic or hitherto unorthodox transmission of infectious material raises the concern that insurers employing such policies may face claims in which there are efforts to expand coverage to create sources of recovery for such losses, contrary to policy intent.

(A copy of ISO’s 2006 filing is attached as Exhibit E.)

71. These representations by the insurance industry were misleading, if not outright false. By 2006, the time of the state applications to approve the Virus Exclusion, courts had found that property insurance policies may cover claims involving disease-causing agents or other contaminants, and had held that a condition rendering property uninhabitable or nearly eliminating or destroying the property’s value constituted physical loss or damage to such property. *See, e.g., Motorists Mut. Ins. Co. v. Hardinger*, 131 Fed. Appx. 823, 826-827 (3d Cir. 2005); *Matzner v. Seaco Ins. Co.*, 1998 Mass. Super LEXIS 407, at *10-13 (Mass. Super Ct. Aug. 26, 1998); *Sentinel Mgmt. Co. v. New Hampshire Ins. Co.*, 563 N.W.2d 296, 300 (Minn. Ct. App. 1997); *Western Fire Ins. Co. v. First Presbyterian Church*, 437 P.2d 52, 55-56 (Colo. 1968).

72. In securing approval for the adoption of the Virus Exclusion by misrepresenting to state regulators that the Virus Exclusion would not change the scope of coverage, the insurance industry effectively narrowed the scope of their insuring agreements without a commensurate reduction in premiums charged.

73. This is not the first time the insurance industry has tried this maneuver. In the 1970s, the insurance industry responded to the influx of environmental liability cases by seeking approval of a pollution exclusion clause that purported to limit coverage to “sudden and accidental” discharges of pollution.

74. According to the insurers seeking the exclusion, “[c]overage for pollution or contamination is not provided in most cases under present policies because the damages can be said to be expected or intended and thus are excluded by the definition of occurrence. The above exclusion clarifies this situation to avoid any question of intent.”

75. But these statements were far from the truth. The Supreme Court of New Jersey commented as follows: “the industry’s statement that ‘such coverage is not provided in most cases under present policies’ is not only astonishing but inaccurate and misleading as well.” *Morton Int’l v. Gen. Accident Ins. Co.*, 629 A.2d 831, 852 (N.J. 1993). “The second sentence is even more misleading than the first.” *Id.* “[T]o characterize so monumental a reduction in coverage as one that ‘clarifies this situation’ simply is indefensible.” *Id.*, at 852-853.

76. These misrepresentations caused certain courts to refuse to enforce the pollution exclusion as written on estoppel grounds. *See id.*, at 872-876.

77. History has repeated itself. Under the doctrine of regulatory estoppel, and as a matter of public policy, the Court should not permit the insurance industry to benefit from this type of duplicitous conduct before state regulators. Insurers like Defendant should now be estopped from enforcing the Virus Exclusion to avoid coverage of claims related to the COVID-19 pandemic.

COUNT ONE
BREACH OF CONTRACT: COVERAGE OF PROPERTY LOSS CLAIMS

78. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 77 as if fully set forth herein.

79. The Policies are insurance contracts under which Plaintiffs paid premiums in exchange for Defendant's promise to pay Plaintiffs' claims for losses covered by the Policies, such as business income losses incurred as a result of government orders impairing Plaintiffs' business operations.

80. Plaintiffs purchased the Policies with a reasonable expectation that the Policies would provide coverage for their lost income in the event of a business interruption.

81. The Policies require Defendant to provide Business Income coverage to Plaintiffs, as part of which Defendant is obligated to pay Plaintiffs for the loss of business income suffered while Plaintiffs' businesses were impaired as a result of the Executive Orders.

82. Plaintiffs have complied with all applicable provisions of the Policies, including payment of premiums in exchange for coverage under the Policies, and yet Defendant has failed to fulfill its insurance coverage obligations under the terms of the Policies.

83. By indicating that it would not provide coverage for any losses or damage incurred by Plaintiffs in connection with the Executive Orders, Defendant has breached its coverage obligations under the Policies.

COUNT TWO
BREACH OF CONTRACT: COVERAGE OF CIVIL AUTHORITY CLAIMS

84. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 83 as if fully set forth herein.

85. The Policies are insurance contracts under which Plaintiffs paid premiums in exchange for Defendant's promise to pay Plaintiffs' claims for losses covered by the Policies, such as business income losses incurred as a result of government orders impairing Plaintiffs' business operations.

86. Plaintiffs purchased the Policies with a reasonable expectation that the Policies would provide coverage for their lost income in the event of a business interruption.

87. The Policies require Defendant to provide Business Income coverage to Plaintiffs, as part of which Defendant is obligated to pay Plaintiffs their lost business income caused by actions taken by civil authorities that prohibited access to Plaintiffs' premises, where those actions were taken in response to a Covered Cause of Loss occurring at property other than Plaintiffs' properties.

88. The Executive Orders constitute actions of civil authorities prohibiting access to Plaintiffs' properties. These civil authorities ordered non-essential businesses in the areas of Plaintiffs' facilities to close to public trade as a result of a dangerous condition, each of which experienced a Covered Cause of Loss such that the Civil Authority provision in the Policies has been triggered.

89. Plaintiffs have complied with all applicable provisions of the Policies, including payment of premiums in exchange for coverage under the Policies, and yet Defendant has failed to fulfill its insurance coverage obligations under the terms of the Policies.

90. By indicating that it would not provide coverage for any losses or damage incurred by Plaintiffs in connection with the Executive Orders, Defendant has breached its coverage obligations under the Policies.

COUNT THREE

DECLARATORY JUDGMENT: THE POLICIES HAVE BEEN TRIGGERED BY DIRECT PHYSICAL LOSS OF AND/OR DAMAGE TO PLAINTIFFS' PROPERTIES AND THE POLICIES' VIRUS EXCLUSION DOES NOT APPLY

91. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 90 as if fully set forth herein.

92. The Policies require Defendant to provide Business Income and Civil Authority coverage to Plaintiffs, as part of which Defendant is obligated to pay Plaintiffs the loss of business income suffered while their businesses were impaired as the result of the Executive Orders.

93. Plaintiffs purchased the Policies with a reasonable expectation that the Policies would provide coverage for their lost income in the event of a business interruption.

94. Plaintiffs have made claims for coverage for their lost business income under the terms of the Policies.

95. Defendant has asserted that Plaintiffs are not entitled to their lost business income because they did not suffer damage to their properties.

96. Plaintiffs have suffered both direct physical loss of their properties, and damage to their properties, as they have been deprived of access to, and the full value of, their properties.

97. Defendant has also asserted that Plaintiffs' claims for coverage under the Policies are precluded by a virus exclusion in the Policies.

98. The Virus Exclusion is not applicable to Plaintiffs' Claims because (1) Plaintiffs' business income losses were not caused by, and did not result from, contamination by the SARS-CoV-2 virus, and (2) even if Plaintiff's losses were caused by SARS-CoV-2, principles of regulatory estoppel and public policy bar enforcement of the Virus Exclusion.

99. As set forth above, true controversy exists between the parties concerning the parties' rights and obligations under the Policies.

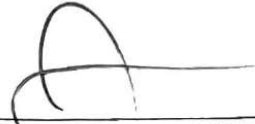
WHEREFORE, Plaintiffs pray the Court for:

1. An award of compensatory damages in the amount of their Business Income losses, together with costs sustained herein;
2. An award of compensatory damages in the amount of their Civil Authority losses, together with costs sustained herein;
3. A declaratory ruling that the Business Income and Civil Authority provisions of the Policies have been triggered by direct physical loss of and damage to Plaintiffs' properties and the property of others, and that the Virus Exclusion does not bar coverage of Plaintiffs' Claims because (1) Plaintiffs' properties have not been contaminated by the SARS-CoV-2 virus; and/or (2) Defendant is estopped from invoking the Virus Exclusion;
4. A jury trial on all claims so triable;
5. That the costs of this action be taxed against Defendant; and
6. Such other and further relief as the Court deems appropriate.

Dated: March 11, 2021

Respectfully Submitted,

By:



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